

**MICHIGAN WORKS! -  
CALHOUN INTERMEDIATE SCHOOL DISTRICT**

**WAGNER-PEYSER FUNDED  
EMPLOYMENT SERVICE PROGRAM**

**PROGRAM YEARS 2007 & 2008  
REQUEST FOR PROPOSAL**

**PART I - PROGRAM DESCRIPTION**

*AN EQUAL OPPORTUNITY EMPLOYER/PROGRAM. AUXILIARY AIDS AND SERVICES ARE AVAILABLE TO  
INDIVIDUALS WITH DISABILITIES UPON REQUEST.  
MICHIGAN RELAY CENTER (800) 649-3777*

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**MICHIGAN WORKS!-  
CALHOUN INTERMEDIATE SCHOOL DISTRICT  
BARRY, BRANCH AND CALHOUN WORKFORCE DEVELOPMENT  
PROGRAM YEARS 2007 & 2008  
EMPLOYMENT SERVICE REQUEST FOR PROPOSAL  
PART 1 - PROGRAM DESCRIPTION**

**NOTE:** Certain paragraphs in the RFP Program Description are *italicized* to reflect program goals that are newly established by the Barry/Branch/Calhoun Workforce Development Board for this contract cycle.

**I. PURPOSE:** To solicit proposals for the provision of employment services in all Michigan Works! Service Centers in this Michigan Works! area, funded under Wagner-Peyser. The purpose of the Employment Service Program is to provide public employment services through the Michigan Works! Service System to help job seekers obtain and maintain long-term, self-supporting employment and ensure that employers maintain a steady, qualified workforce. Because of the similarity of available services, the Employment Service Program will be particularly coordinated with the Workforce Investment Act (W.I.A.) core services provided by the Workforce Development Board's W.I.A. Core Services Program contractor to avoid duplication of service and to maximize resources. In addition, the Employment Service Program provider will serve in the consortium of One-Stop partners to operate the Michigan Works! One-Stop Service Centers in the Barry/Branch/Calhoun region.

The Employment Service Provider is also responsible to provide Profiling Services to Unemployment Insurance Claimants and Trade Act Program services.

**II. TIME PERIOD FOR IMPLEMENTATION:** The time frame for the Employment Service Program operations will be in two-year increments. The first year of activities and services begins on July 1, 2007 and ends on June 30, 2008. The second year of funding is contingent upon the availability of federal funding, attainment of established performance objectives through December 31, 2007, and the negotiation of budgets and service schedules for PY2008, which begins on July 1, 2008 and ends on June 30, 2009.

**III. ELIGIBLE BIDDERS:** Agencies eligible to bid for the Employment Service contract must be *public agencies that use a merit-based staffing system*. Eligible public agencies include units of state government, local government, special purpose units of government, school districts, intermediate school districts, public community colleges and public universities. These eligible agencies must operate under a merit staffing system. The Michigan Department of Labor & Economic Growth defines a merit staffing system as one that contains *all* of the following elements:

- Recruiting, selecting and advancing employees on the basis of their relative ability, knowledge, and skills, including open consideration of qualified applicants for initial appointment;
- Providing equitable and adequate compensation;
- Training employees, as needed, to assure high quality performance;

- Retaining employees on the basis of the adequacy of their performance and separating employees whose inadequate performance cannot be corrected;
- Assuring fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age or handicap and with proper regard for their privacy and constitutional rights as citizens. This ‘fair treatment’ principle includes compliance with the federal equal employment opportunity and nondiscrimination laws; and
- Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purposes of interfering with or affecting the result of an election or a nomination for office.

**IV. MICHIGAN WORKS! SERVICE CENTER LOCATIONS:** The Workforce Development Board (WDB) will award one contract per county in the Barry/Branch/Calhoun Michigan Works! area (MWA). The Employment Service contractor will locate in the established Michigan Works! One-Stop Service Center(s) in their respective county. Employment services will be provided, at no cost to job seekers and employers, on a full-time basis at the Battle Creek, Coldwater and Hastings Michigan Works! Service Centers. The Albion Center is a satellite location and the expectation is that employment services will be provided in Albion according to a regular schedule. Locations of the Michigan Works! Service Centers are:

<p><b>Barry Michigan Works! Service Center</b> 535 West Woodlawn Hastings, MI 49058</p>	<p><b>Branch Michigan Works! Service Center</b> 210 Vista Drive Coldwater, MI 49036</p>
<p><b>Calhoun Mich. Works! Service Center</b> 135 Hamblin Avenue Battle Creek, MI 49017</p>	<p><b>Albion Michigan Works! Service Center</b> 101 North Albion Street Albion, MI 49224</p>

In cooperation with the Michigan Works!-CISD and other partner agencies, the selected Employment Service (ES) contractor will be responsible for negotiating leases and must budget funds for space costs. Installation and maintenance of all telephones, faxes, copy machines and other communication equipment is the responsibility of the ES contractor. (Applicable procurement and related procedures must be followed including stipulations for technology purchasing and support detailed in section XI of this document.)

The ES Program must be designed to operate without shutdowns for the entire period of 8 a.m. to 5 p.m. (local time) in Battle Creek, Coldwater and Hastings, exclusive of weekends and contractor’s established holiday schedule. Part-time hours may be scheduled for the Albion Service Center.

The Employment Service contractor is responsible for providing basic labor exchange and registration for work for job seekers and unemployment claimants at the designated Michigan Works! Service Center(s). The Employment Service contractor must also provide some functional supervision and have space to house local state Michigan Department of Labor & Economic

Growth-Bureau of Workforce Programs (BWP) staff. The locally-based BWP staff will remain on the state payroll and the costs of other direct support will be reimbursed to the ES contractor by the state, including space costs, telephones, supplies, etc. (Currently, there are two full-time staff in the Battle Creek Michigan Works! Service Center and one part-time staff in the Coldwater Michigan Works! Service Center.)

The ES contractor must oversee the establishment of a schedule for the Veterans staff to travel to the Barry County site to provide services to Veterans at the Barry Michigan Works! Service Center. The Veterans staff will also schedule appointments in the Albion Service Center for Veterans who reside in Albion.

**V. FUNDING LEVELS:**

Since actual program allocations are unavailable at this time, the funding amounts in the table below are planning estimates only. **Separate budgets are required for each program year. Bidders can assume the same funding estimate for the second year as provided in the table below.**

COUNTY	ANNUAL FUNDING ESTIMATE
Barry (17%)	\$57,477
Branch (38%)	\$128,478
Calhoun (45%)	\$152,145
<b>Total</b>	<b>\$338,100</b>

Although not a requirement, bidders are encouraged to include a separate “in-kind” budget detailing the costs involved in operating the program that will not be charged to the Employment Services Program budget. Bidders who include an “in-kind” budget will be eligible for additional points in the proposal evaluation process. Applications will be evaluated on the basis of reasonableness and overall cost effectiveness.

The Workforce Development Board will fund one Employment Services contract each in Barry, Branch and Calhoun counties. Bidders may elect to submit a collaborative proposal, including more than one agency to provide program services; however, the CISD will issue only one contract in each county and each agency must meet the definition of a “merit employer”. The proposal must clearly identify one agency to serve as the fiscal agent. The fiscal agent will be responsible for reimbursement to the partner agencies and will be held responsible for the repayment of all disallowed costs.

The Employment Service provider will be allocated sufficient computers to be used for customers to access the Michigan Talent Bank in each county and Michigan Works! Service Center. The table that follows describes the number and location of appropriately configured

computer workstations that are available to meet job seeker customer needs for direct access self-service.

<b>County</b>	<b># Computers Available</b>	<b>Projected Daily Number of Customers</b>
Barry	5	20
Branch	8	27
Calhoun/Battle Creek	18	100
Calhoun/ Albion Satellite	5	30
Totals	36	177

The selected Employment Service contractor will be responsible for establishing accounts with Internet providers and maintaining Internet connections for the operation of the Michigan Talent Bank and meeting other program-related technology needs. The computers and computer equipment will be maintained by the Calhoun ISD’s Technology Department, but the cost of access to the Internet must be included in the bidder’s budget or be included as and “in-kind” cost.

All of the computers are deemed the property of the Michigan Department of Labor & Economic Growth and cannot be altered, moved or disposed of by the Employment Service provider. Organizations responding to this RFP are not allowed to utilize contract funds for the purchase of capital equipment, including furniture.

**VI. ONE-STOP OPERATOR PARTNERSHIP**

The Employment Service provider will become a partner in the local Michigan Works! One-Stop Service delivery system, along with the Workforce Investment Act (W.I.A.) Core Services Provider, W.I.A. Intensive/Training Provider, Work First, W.I.A. Youth Program, Michigan Rehabilitation Services, and other providers that may be collocated at the Service Center location. As an integrated partner, Employment Service staff will regularly assist job seeker and employer customers to understand the entire “system”, will provide information on available resources and make referrals to other programs and services as appropriate. Additionally, a large degree of coordination will occur through the partners’ use of the Talent Bank system. Job seeking customers of the various partners will enter their resumes on the system through the Internet connections of those partners, thus enhancing coordination.

As a partner and integral part in the service delivery system, it is imperative that the ES provider be knowledgeable of the entire system and the flow of services, as mandated by the Workforce Investment Act. This service flow is depicted in the diagram that follows.

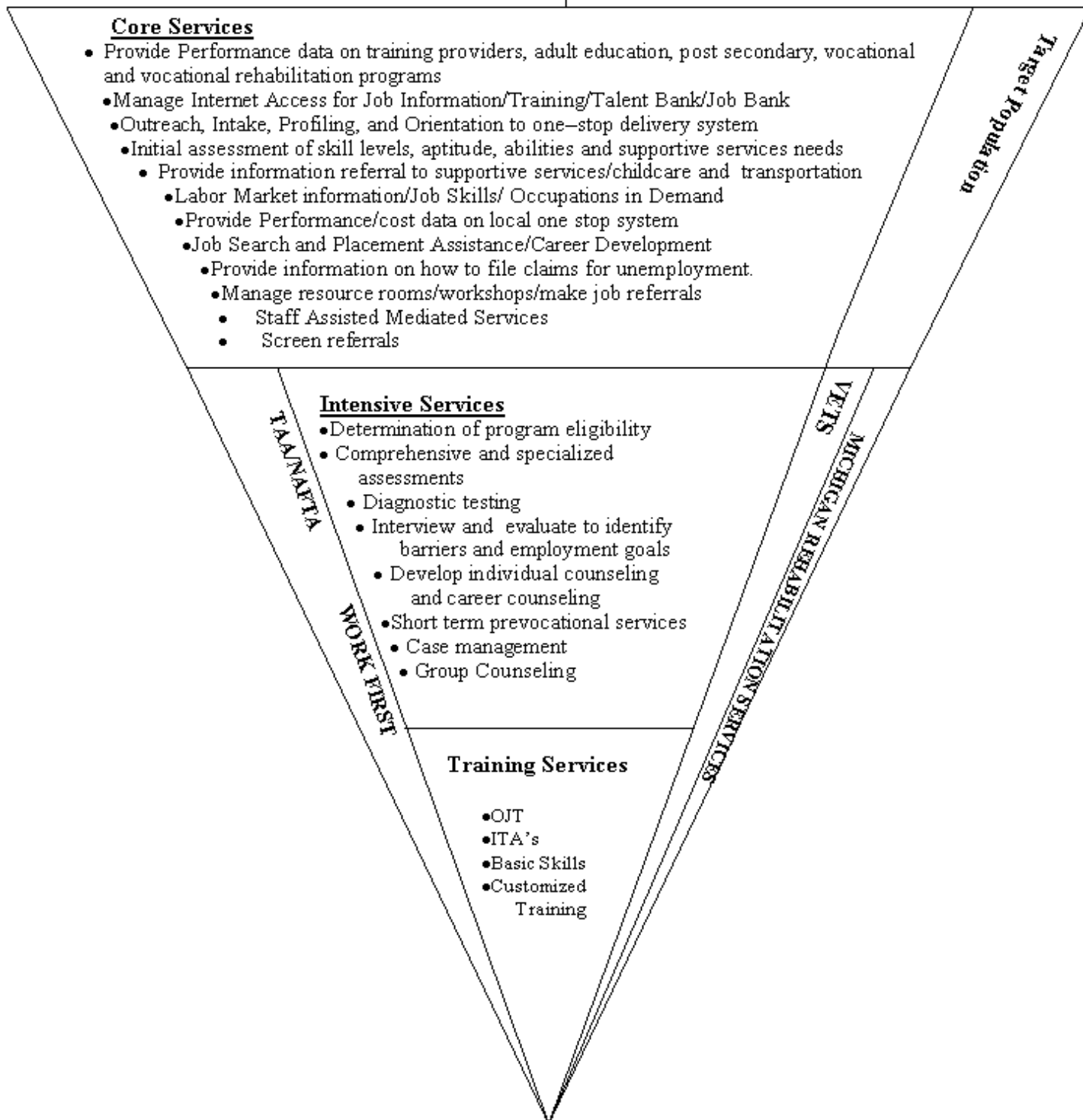
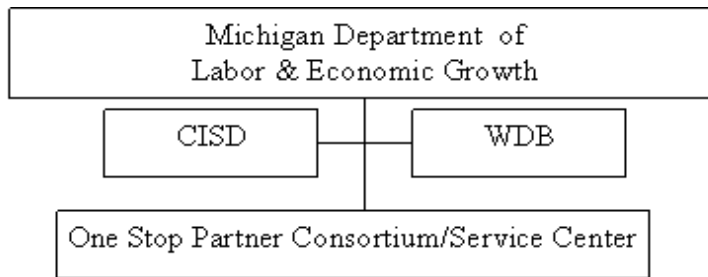
The large triangle is divided into three segments of W.I.A.-mandated services, with some of the other partner agency services shown at the sides of the segments. The Workforce Development

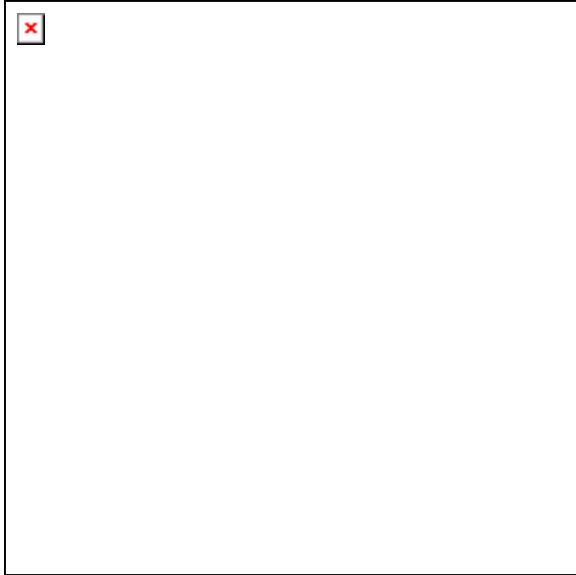
Board (WDB) is currently issuing two (2) W.I.A. Request for Proposal packages in addition to this ES RFP: one RFP to identify a core service provider and a second RFP to identify a provider for the intensive and training services.

The first tier of the triangle represents the “core services”, which, if they are self-service, are available to all members of the public. (Staff-assisted core services require that the individual meet minor eligibility factors.) Core services will be coordinated with the ES self-service and facilitated services to avoid any duplication of service and to maximize resources.

Customers who are not successful in obtaining employment through core services will be referred to “intensive services” by the core service staff. At this point the intensive service provider will make an eligibility determination, as W.I.A. funds can only provide intensive services to customers who are determined to be in need of these services and meet certain eligibility criteria. Several customer groups can obtain intensive services from other partner agencies (if eligible), such as Rehabilitation Services, Employment Service Veterans, TAA/NAFTA, or Work First. The intensive service staff will be responsible for screening customers to the appropriate partner for assistance.

If the customer is unable to obtain employment through intensive services and meets the eligibility requirements of W.I.A., TAA/NAFTA, Rehabilitation Services or Work First, then the customer moves to the bottom third of the triangle to receive “training services.” Training services include on-the-job training (OJT), individualized training account (ITA), customized training or basic skills training.





The success of the reformed workforce investment system is dependent on the development of true partnerships and honest collaboration at all levels and among all stakeholders. The cornerstone of this workforce investment system is One-Stop service delivery that unifies numerous training, education, and employment programs into a single, customer-friendly system in each community. The underlying notion of One-Stop is the coordination of programs, services, and governance structures so that the customer has access to a seamless system of workforce development services. It is envisioned that the variety of partner program in the system could use common intake, case management, and job development systems in order to take full advantage of the One-Stops' potential for efficiency and effectiveness while providing a wide range of services from a variety of training and employment programs to meet the needs of the employer and job seeker customers.

To develop and manage this seamless system of workforce development services, the selected ES contractor will join a Consortium of partner agencies that will function as the One-Stop Operators for the Barry/Branch/Calhoun Michigan Works! system. The chart on the following page shows that this Consortium is under the guidance of the Workforce Board and the Michigan Works!-CISD and consists of the partners who agree to use the Michigan Works! One-Stop Service Center as the primary approach to service delivery and will commit to integration of services, staff and funding.

In addition to the Employment Service contractor, this Consortium will include the W.I.A. Intensive & Training contractor, W.I.A. Core Services contractor, and Work First. Other partners who agree to contribute to the center by providing some funding as in-kind services, have part-time staff in the One-Stop Service Center and agree to coordinate information and services, will participate in the One-Stop Service Center governing system by participating in the Center Operations Subcommittees.

# ONE-STOP SERVICE CENTER OPERATING SYSTEM

## One-Stop Board Roles

- Center Coordinator Designated
- Common Cost Allocation
- Designate Employer of Record for Common Staff
- Develop Policy of System
- Customer Flow
- Marketing Plan & Implementation
- Customer Satisfaction Surveys and Continuous Improvement
- System Performance
- General System Oversight

**WORKFORCE DEVELOPMENT BOARD**

**CISD**

**ONE-STOP SYSTEM  
BOARD OF DIRECTORS  
ES - W.I.A. ADULT -  
WORK FIRST**

## CISD Ex-Officio/Advisory Roles

- Cost Allocation/Fiscal Agent
- Advising/Consulting
- Facilitation
- Conduit to WDB
- Monitoring/Evaluation

**BATTLE CREEK  
CENTER**

**COLDWATER  
CENTER**

**HASTINGS CENTER**

**ALBION CENTER**

**Center Operation Subcommittee:**  
 Employment Service  
 W.I.A. Title I Adult  
 Work First  
 MI Rehabilitation Services  
 BWP - Vets  
 W.I.A. - Youth  
 AARP Senior Emp.  
 Dept. of Corrections

**Center Operation Subcommittee:**  
 Employment Service  
 W.I.A. Title I Adult  
 Work First  
 MI Rehabilitation Services  
 BWP - Vets  
 W.I.A. - Youth  
 Head Start

**Center Operation Subcommittee:**  
 Employment Service  
 W.I.A. Title I Adult  
 MI Rehabilitation Services  
 BWP - Vets  
 W.I.A. - Youth  
 Work First

**Center Operation Subcommittee:**  
 Employment Service  
 W.I.A. Title 1 Adult  
 Work First  
 MI Rehabilitation Services  
 BWP -Vets  
 W.I.A. - Youth

## **VII. WORKFORCE DEVELOPMENT MISSION AND GOALS**

The Barry/Branch/Calhoun Workforce Development Board has adopted the following mission statement:

*The Barry/Branch/Calhoun Workforce Development Board will lead a responsible and integrated customer-driven partnership that delivers comprehensive services for business and job-seeking customers and fosters economic growth.*

The strategic planning goals established by the Barry/Branch/Calhoun Workforce Development Board are:

Goal One: Work to improve /raise the skills of the workforce by:

- Increasing the number of W.I.A. and Work First customers enrolled in occupational skills training activities
- Increasing the participation in workplace readiness skills by 5% each year
- Designing a Job Readiness Certification System to increase soft skills of job seeker customers
- Engaging Michigan Works! participants in technology training to increase computer/technology literacy
- Expanding customized training options for Incumbent Worker Training to strengthen incumbent worker skills
- Adding PLATO Learning Lab availability for all Michigan Works! customers to enhance adult education through the use of competency-based instruction

Goal Two: Strengthen entrepreneurial and intrapreneurial opportunities by:

- Educating participants in entrepreneurship/intrapreneurship programs
- Informing dislocated workers who indicate interest in entrepreneurship/intrapreneurship opportunities and connect them with the appropriate resources

## **VIII. WAGNER PEYSER EMPLOYMENT SERVICES**

The services to be provided include the Wagner-Peyser-funded public employment services, which can be divided into three broad categories including Employment Service Triage System Services, Job Seeker Employment Services, and Services for Employers.

### **Employment Service Triage System Services**

At the front end of the Michigan Works! Service Center system service flow, these services include the procedures utilized by ES staff to provide a basic orientation to customers of the Service Center, to direct customers to available self-service, facilitated or mediated services according to needs identified, and to provide information about or referrals to other Service Center services or other community services. The Triage System Services that are to be provided by ES staff are explained below.

January 2007

**Michigan Talent Bank Support:** ES staff will provide assistance, as needed, to job seekers to enter data into and search for job openings in the Michigan Talent Bank. Phone assistance will also be provided to customers who wish to access the Michigan Talent Bank from another location.

In cases where a job seeker has difficulty or is unable to participate in the Michigan Talent Bank labor exchange system due to a lack of computer familiarity, literacy, disability, lack of access to the system, or some other barrier, facilitated access must be offered to the job seeker.

**Registration for Work of Unemployment Insurance Claimants:** As needed, ES staff will help claimants enter data into the Michigan Talent Bank. Once the resume is completed online, ES staff will provide the claimant with a registration verification card with a date stamp. ES staff will report all registrations to the Unemployment Insurance Agency (UIA) by 6:30pm each day and will keep related paperwork on active file according to MDLEG policy.

**Memorandum of Understanding with Unemployment Insurance Agency:** ES staff will comply with DLEG-BWP policies while providing accommodations for UI claimants/Job Seekers at the Michigan Works! Service Centers. ES staff will not give any verbal or written advice to UI claimants regarding their benefits or claims. ES staff will restrict its activities to those that refer claimants to UIA by giving out phone numbers and official UIA brochures, pamphlets and allowing individuals to use MWA equipment, such as telephones, fax machines, computers, and photocopying equipment, to contact UIA.

**Participating in a System for Clearing Labor between States:** ES staff will participate in the Michigan component of the national labor exchange system by providing access to the Michigan Talent Bank labor exchange system and receiving and forwarding certain interstate and intrastate job orders to the designated State staff.

**Reporting Claimant Work Search Non-Compliance:** Employment Service staff will administer the “available and seeking work” requirement of Unemployment Compensation claimants. Specific evidence of an unemployment claimant’s unavailability for or lack of seeking work, which may come to the attention of the Employment Service staff, must be reported in a timely fashion to the Unemployment Insurance Agency.

**Veterans Priority:** All customers will be asked by the Employment Service staff about their Veteran status and those who indicate they are a Veteran will be notified of Veteran’s services and will either be referred to the Veterans staff on duty or will be given the Veteran’s Staff Person’s business card. Employment Service staff will work closely with Veteran’s Service in providing services for clients who may be enrolled in both programs. In addition, the Employment Service staff will post in a conspicuous place in the service center a notice advising Veterans that a Veterans representative is available to assist him or her.

When the ES staff posts a job order in the Michigan Talent Bank, the job order will be suppressed for 24 hours. Staff will not make the job order available to customers, staff or partner agencies until the January 2007

24-hour suppression period has expired. When staff conducts a resume search in the Talent Bank, all Veteran resumes will be stamped with a special “VETERAN” identifier stamp. These resumes will be stacked on top when delivered or faxed to the employer. Also, when conducting a presentation or a training session, ES staff will mention Veterans priority and explain requirements for Federal Contractors.

**Resource Room Information & Assistance:** The MWA has equipped and staffed Resource Rooms in each of the Michigan Works! Service Centers. Resource Rooms provide computers, job search software, self-assessment software, resume writers, videos, brochures and other miscellaneous job seeker information and materials as detailed by the Michigan Works! Service Center Minimum Standards. The ES staff will maintain the Resource Room and provide staff to assist customers in this area of the Service Center. Staff will make recommendations to customers based on identified needs.

*A goal for this contract period is to enhance the information available for customers related to transportation, child care and other support services in the community. The selected ES provider will also be included in a work group of partner and other community organizations to develop solutions to the deficits in these employment support areas.*

*Another goal for this contract period is for the selected ES provider, along with other partner agencies, to assist job seeker customers to access community programs (including Plato Learning System) so they may improve their basic academic skills, including GED preparation.*

**Referrals to Partner and Community Organizations:** ES staff will coordinate and refer customers to Michigan Works! Partner Agencies and other community organizations according to the needs of the customers. Certain types of referrals, as instructed by the CISD, will need to be recorded and reported to the Michigan Works!-CISD and the Workforce Development Board. The ES contractor will gather information on Michigan Works! Partner Agencies, supportive service agencies and community service agencies and make this information available to customers in the Resource Room. In doing so, staff may identify specific training needs (e.g., substance abuse) in order to best meet the needs of the wide variety of customers of the Michigan Works! Service Center system.

*A goal for this contract period is to enhance the information available for customers regarding entrepreneurial programs and resources and to strengthen relationships with organizations offering these services*

**Marketing the Michigan Works! Services:** According to the marketing guidelines established by Michigan Works!-CISD, Employment Service staff will be responsible for marketing the availability of the services available from Michigan Works!.

*A goal for this contract period will be to work with the CISD and other partners to more effectively market Michigan Works! programs and services to job seeker customers.*

## **Job Seeker Employment Services**

January 2007

Further along the continuum of services at a Michigan Works! Service Center, ES staff will be responsible for the providing the Job Seeker Employment Services. These services include those that require some level of staff assistance beyond the “triage” services already described. The Job Seeker Employment Services to be provided by ES staff include the following:

**Rapid Response Worker Orientations:** In plant closing and mass layoff situations, ES staff will assist the Michigan Works!-CISD and the MDLEG staff in planning and implementing worker orientations, which cover all training and employment related services, as well as eligibility and enrollment information for the programs offering the services.

**UIA Training Waivers:** Unemployment Compensation claimants are permitted to attend vocational training while continuing to receive Unemployment Compensation benefits. Employment Service staff will meet with the claimant, review selected training programs, determine if the training can be approved and will advise the Unemployment Insurance Agency (UIA) of approval by forwarding appropriate documentation. ES staff will continue to act as liaison between the claimant and the UIA throughout the training process.

**Federal Bonding Services:** ES staff will assist job seekers and employers in the bonding process by providing detailed information for job seekers and potential employers of those job seekers in instances where employment is conditioned on the job applicant maintaining a fidelity bond. ES staff will follow the procedures outlined in the Employment Service Manual or other related documents when providing this service.

**Employment Service Complaint System:** Employment Service staff will administer the local system for processing and resolving customer complaints according to policies and guidelines established by the Bureau of Workforce Programs, Michigan Department of Labor & Economic Growth and/or the CISD. The system offers a formal mechanism for processing complaints from a customer who believes that his or her employment-related rights have been denied, or that he or she has been unjustly treated in an employment-related instance. The selected ES provider will maintain a designated staff person to handle these complaints.

**Mediated Services:** Employment Service staff will provide the following Mediated Services to ES customers: ES staff will also track and enter data into the One Stop MIS, if it is not automatically generated through a customer’s registration on the system.

**Staff-Generated Registrations** – Due to changes in the Michigan Talent Bank (MTB) registration system, most registrations will be automatically created. However, when customers need staff assistance with this process or have other difficulty with the registration, staff will provide this assistance.

**Labor Market Information** – A LMI service will be automatically generated each time a self-service registration is completed. In addition, ES staff will give information about the Labor Market to the job seeker. This information may include statistics about the supply and demand

for workers in a particular occupation, hiring patterns, the working conditions, the wages for a certain job and the percentage of unemployed workers in a defined area.

Resume Assistance – ES staff will provide assistance, either manually or electronically, to the job seeker with the development and format of a Resume, Cover Letter, Thank-You Note, Letter of Inquiry, and Letter of Introduction. This service is recorded under the services group Job Search and is entitled Resume Assistance/Preparation.

Job Search Planning – ES staff will work with job seekers on completion of this informal employability plan that may be written or oral. The goals and objectives are loosely defined and flexible. The plan includes timelines for the job seeker to explore various options such as types of training, career exploration and selection, and relocation.

Job Development – ES staff will contact an employer on the behalf of a particular job seeker to request and arrange an interview for a particular job. The communication may be in person or by mail, telephone, computer, or fax. It is an attempt to solicit a job interview for a specific job for a specific job seeker for whom there is no suitable listing in MTB. The contact does not have to result in a referral.

Job Search Workshops - – ES staff will conduct these short seminars with active classroom participation. Workshop topics may include some or all of the following: resume writing, completing job applications, labor market information, interviewing

**Interview USA:** Staff will assist job seeker customers with the use of this new job search tool, which allows job seekers to videotape one or more interviews that can be electronically transmitted to an employer along with a job seeker’s resume when the job seeker meets the qualifications for a particular job posting. Interview USA can also be used by staff to conduct mock interviews with job seeker customers.

**Additional Targeted, Mediated Services through Locally-Based Bureau of Workforce Programs (BWP) Employees:** Special services for Veterans and persons with disabilities will be available, as applicable, at the Michigan Works! Service Center. Work space will be available for Veterans and Michigan Rehabilitation Services staff on a regular or itinerant basis, as determined in conjunction with these staff. When this staff is not available in the service center, ES staff will provide referrals and additional information about these programs to interested customers.

Additionally, migrant and seasonal farm workers will be assisted along with the general customer population and will also be referred to the nearest Agricultural Employment Specialists or other specialized staff who are not located in our MWA nor in our MWA’s service centers.

**Services for Profiled Claimants:** Employment Service Programs must provide reemployment services to Unemployment Insurance claimants who are designated as mandatory profiled claimants by the Unemployment Insurance Agency (UIA). Profiling provides for the early identification of those UI claimants considered most likely to have an extended duration of

unemployment or to exhaust their benefits before finding a job. The goal of profiling is to help those who are in danger of exhausting their unemployment benefits return to work more quickly by providing them with reemployment services. These services include Profiling Orientations, Job Development, Job Search Workshops, Resume Writing Workshops and Job Search Planning.

Each Michigan Works! Agency receives a weekly profiling list from UIA. Those UI claimants whose names are marked with an asterisk on the profiling list must be scheduled for an orientation regarding reemployment services within a week to ten days, if the MWA has resources available. If the Employment Service staff determines after the orientation session that a mandatory profiled claimant is unable to benefit from reemployment services, the claimant may be excused from participating in the program.

Those claimants that can benefit from services are assisted with the creation of an electronic Individual Service Strategy (ISS) that outlines the reemployment services (listed in the previous paragraph) to be provided. Employment Service staff are also responsible for entering enrollment and services data on the One-Stop MIS for all profiled claimants they serve in the Profiling Program.

### **Services for Employers**

ES staff will be responsible for providing the following services for Employers, which are those services that require assistance beyond self-service and triage activities described earlier.

**Marketing the Employment Service to Employers:** According to the marketing guidelines established by Michigan Works!-CISD, ES staff will be responsible for marketing the availability of the Talent Bank/Job Bank labor exchange services to employers, as well as other services available from Michigan Works!.

ES staff will greet all employers who enter the center and direct employers to the appropriate area of the Service Center. Staff will provide general information on Service Center programs, with particular emphasis on those ways that Michigan Works! can help employers recruit, hire, train, and retain good employees.

*A goal for this contract period will be to work with the CISD and other partners to more effectively market Michigan Works! programs and services to employers.*

**New Employer Orientation:** When ES staff receives a request for recruitment or other services from an employer, they will schedule a formal Service Center orientation and invite other Service Center Partners to participate in the meeting with the employer and other activities that may result from that meeting.

**Referral Determination:** As ES staff work with established employers and identify a need that they cannot provide, staff will make the appropriate referral to those agencies that can assist the employer.

**Job Lead Development:** In order to assist with placement of job seeker customers, ES staff will ask employers about job openings for identified participants and refer identified participants to these openings.

**Michigan Talent Bank Support:** ES staff will work with employers to register them in and place job orders on the Michigan Talent Bank. If requested by the employer, staff will also obtain the resume screening parameters from the employer in order to conduct a resume search in the Michigan Talent Bank.

If an employer wishes to perform this function in-house, ES staff will mail the employer a Michigan Talent Bank folder, which contains instructions on using this system, as well as contact information in case the employer has questions.

In cases where a an employer, has difficulty or is unable to participate in the Michigan Talent Bank labor exchange system due to a lack of computer familiarity, literacy, disability, lack of access to the system, or some other barrier, facilitated access must be offered to employer.

**Resume Screening:** ES staff will assist employers in developing appropriate job descriptions for available positions and in identifying all relevant resume-screening criteria necessary to identify qualified applicants for those available positions. Staff will search for resumes that match the employer's criteria by accessing both the Talent Bank and applicant pools from partner agencies. Staff will forward to the employer only those resumes that match the employer's screening criteria.

**Applicant Screening & Referral:** From the pool of screened resumes, staff will contact applicants and provide them with a detailed description of the available position. Using additional applicant screening criteria provided by the employer, staff will review the applicant's qualifications in-depth. If the applicant is deemed qualified for the position, staff will request the applicant's permission to forward his or her resume to the employer. Staff will forward to the employer only those applicants who are qualified and interested in working for the employer in the position that is available.

**Interview Scheduling:** Working either from the list of qualified/interested applicants or from a list of applicants selected by the employer, staff will contact the applicants and schedule appointments for interviews to be conducted by the employer. Staff will provide the employer with an interview schedule, which includes the names and telephone numbers of all applicants scheduled for interviews, as well as the corresponding dates, times and locations.

**Interview USA:** Staff will inform employers about and help them to utilize this new service, which allows an employer to view an electronic video interview along with the resume of a job candidate meeting the established qualifications for a job posting.

**Use of Service Center Facilities:** Staff will make available conference rooms and meeting rooms for employer recruiting efforts. Staff will also offer employers the opportunity to recruit job seeker clients from the floor of the Service Center, as applicable.

**Job Fairs or Other Events:** Staff will collaborate with Michigan Works! Partner agency staff in planning and implementing job fairs or other events, which benefit area employers.

**Rapid Response and Outplacement Services:** In plant closing and mass layoff situations, staff will attend a meeting to plan for the delivery of outplacement services to the affected workers. If the need arises, staff will participate on a Joint Adjustment Committee in an advisory capacity.

**Assessment:** Per the Employment Service Manual and other related policy documents, ES may purchase and use only the endorsed assessments contained in these documents and in the manner described.

## **IX. ADDITIONAL ACTIVITIES AND SERVICES**

**Administration of Trade Act Program:** The selected Employment Service provider will provide, through the allowable funded programs, the full range of mandated reemployment services listed below to workers adversely affected by foreign competition in accordance with the requirements contained in the Trade Act Manual, Trade Act PMIG and other related documents. The ES provider will also provide priority to veterans for those participants who are veterans and otherwise meet eligibility criteria. These reemployment services include: 1) Career Guidance; 2) Classroom Training; 3) Employment Registration; 4) Job Development; 5) Job Search Allowance; 6) On-the-Job Training; 7) Relocation Allowance; 8) Self-Directed Job Search; 9) Supportive Services; 10) Training Related Costs; and 11) Vocational Testing.

The ES provider will also collaborate with the employer, the state and partner Michigan Works! Agencies in Rapid Response situations. ES staff will offer employers assistance completing the Trade Act petitions. Upon certification, staff will plan and implement worker notification, orientation and intake.

**Michigan Works! Customer Service Standards:** As a Michigan Works! Service Center partner agency, the selected provider will be required to abide by Michigan Works! Customer Service Standards approved by the Workforce Development Board (Attachment B).

**Continuous Improvement Activities:** To meet the federal mandate under the Workforce Investment Act for One-Stop Service Centers, the ES contractor will be required to participate in continuous improvement activities that may include but are not limited to the following broad system-wide categories: 1) Leadership development; 2) Strategic planning; 3) Customer & market focused activities; 4) Information gathering and analysis; 5) Human resource development and management; 6) Process management; 7) and Business results. These activities will involve frontline and management staff and will focus on continuous analysis and improvement of One-Stop services with the focus on customer service and satisfaction.

**Customer Computer Literacy:** Another goal for this Michigan Works! area is the development of strategies in partnership with other community organizations to address improving the computer literacy of customers.

**Development and Support of SHARE Network Access Point Locations:** The selected Employment Service provider will be expected to assist with development and support of SHARE Network Access Point locations in their respective county in order to provide job seeker customers with additional one-on-one assistance using the Michigan Talent Bank. For additional information, refer to the SHARE Network Access Point Q&A, Attachment "C".

**Reporting System:** The selected Employment Service provider will be required to collect all data required to meet the requirements established by the Michigan Department of Labor & Economic Growth/Bureau of Workforce Programs and/or CISD. It will also be necessary to data enter or otherwise record this information in an accurate, complete and timely fashion and to review and forward needed reports and documents as directed by CISD and/or the Employment Service Manual, Trade Act PMIG, and related policies and procedures.

The selected bidder will also be responsible for maintaining employer contact data on the online Michigan Opportunity Partnership Employer Tracking System.

## **X. PROGRAM GOALS**

### **Common Measures**

The Employment and Training Administration (ETA) has developed policy on common performance measures for Federal job training and employment programs, including the programs in this RFP. The common measures represent one component in ETA's development of a single comprehensive system to collect, record, and report program performance for workforce programs.

Following are the current statewide levels of performance agreed upon by the Department of Labor & Economic Growth (DLEG) for the Wagner-Peyser Act programs. These standards are subject to revision by DLEG, ETA and/or the CISD.

- Wagner-Peyser Entered Employment - 61.0%
- Wagner-Peyser Employment Retention - 80.0%
- Wagner-Peyser Average Earnings - \$10,455

For more information, Common Measures performance standards are discussed in MDLEG Policy Issuance #05-41, USDOL TEGL #17-05 and other related policies and documents.

### **Employment Service**

Additional Employment Service performance goals focus on the service areas contained in the following table. These program goals are established by the current Employment Service contractors and are adjusted on an annual basis, according to policy received from MDLEG/BWP. The selected ES contractor will be held to those performance standards once established. The yearly goals for the

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bidder's proposal can be developed from this data. Bidders can develop their own performance goals, but should provide a narrative explaining the method used to determine the numerical goals.

Definitions of these service areas are provided following the table.

**EMPLOYMENT SERVICE PLANNED PERFORMANCE  
JULY 1, 2006 – JUNE 30, 2007**

<b>County</b>	<b>Job Seeker Facilitated Access</b>	<b>Employer Facilitated Access</b>	<b>Job Seeker Registrations-System Generated</b>	<b>Job Seeker Registrations-Staff Assisted</b>	<b>Labor Market Info</b>
<b>Barry</b>	<b>1764</b>	<b>115</b>	<b>560</b>	<b>144</b>	<b>560</b>
<b>Branch</b>	<b>8800</b>	<b>240</b>	<b>1100</b>	<b>165</b>	<b>1100</b>
<b>Calhoun</b>	<b>30800</b>	<b>330</b>	<b>2200</b>	<b>220</b>	<b>2200</b>

<b>County</b>	<b>Job Search Planning</b>	<b>Job Search Workshops</b>	<b>Job Development</b>	<b>Resume Assistance</b>	<b>Success Stories</b>
<b>Barry</b>	<b>50</b>	<b>0</b>	<b>24</b>	<b>363</b>	<b>2</b>
<b>Branch</b>	<b>85</b>	<b>12</b>	<b>85</b>	<b>165</b>	<b>2</b>
<b>Calhoun</b>	<b>110</b>	<b>48</b>	<b>110</b>	<b>220</b>	<b>2</b>

- Job Seeker Facilitated Access: Job seekers who have contact with the One-Stop system during which a minimal amount of staff assistance is provided. Job seekers who receive both Facilitated and Mediated Services may be counted in both columns.
- Employer Facilitated Access: Employers who have contact with the One-Stop system during which a minimal amount of staff assistance is provided.
- Job Seeker Registrations-System Generated: Job seekers for whom a Mediated Services registration is automatically entered into the One-Stop MIS system upon completion of a Michigan Talent Bank resume in a Michigan Works! One-Stop Center.
- Job Seeker Registrations-Staff Assisted: Due to changes in the Michigan Talent Bank (MTB) registration system, most registrations will be automatically created. However, when customers need staff assistance with this process or have other difficulty with the registration, staff will provide this assistance.

Labor Market Information: A LMI service will be automatically generated each time a self-service registration is completed. In addition, ES staff will give information about the Labor Market to the job seeker. This information may include statistics about the supply and demand for workers in a particular occupation, hiring patterns, the working conditions, the wages for a certain job and the percentage of unemployed workers in a defined area.

- Resume Assistance: Occurs when an ES provider provides assistance, either manually or electronically, to assist the job seeker with the development and format of a Resume, Cover Letter, Thank-You Note, Letter of Inquiry, and Letter of Introduction.
- Job Search Planning: This is an informal employability plan that may be written or oral. The goals and objectives are loosely defined and flexible. The plan includes timelines for the job seeker to explore various options such as types of training, career exploration and selection, and relocation.
- Job Search Workshops: These are short seminars that may include some or all of the following topics: resume writing, completing job applications, labor market information, interviewing techniques and investigating job leads as an organized group activity.
- Job Development: This occurs when an ES provider contacts an employer on the behalf of a particular job seeker to request and arrange an interview for a particular job. The communication may be in person or by mail, telephone, computer or fax. It is an attempt to solicit a job interview for a specific job for a specific job seeker for whom there is no suitable listing in MTB. The contact does not have to result in a referral.
- Success Stories: Narrative stories about successful job seekers or satisfied employer customers are to be submitted according to established criteria and timelines.

### **Trade Act**

There are no established performance standards for Trade Act participants. Service levels are based on available funding and Trade certified companies in this Michigan Works! area. Data will be provided at the Bidder's Conference regarding Trade Act Training data from the MDLEG/BWP.

## **XI. PROGRAM OPERATOR RESPONSIBILITIES**

### **A. Reporting Requirements**

The selected bidder will be responsible for maintaining the electronic data entry system to be provided by Michigan Works!-CISD. The bidder will be asked to maintain internet access, make staff available for data entry/MIS training , maintain the hardware/software in original condition (ownership will remain vested in Michigan Works!-CISD) and follow established MIS procedures.

All Employment Service providers will implement a procedure to collect and maintain program performance data. All program operator(s) will be responsible for entering all MIS information on the One Stop Management Information System in accordance with the MIS guide and other pertinent policies and procedures. This information must be entered on the MIS by program operator staff within two business days of the time the information is available for entry on the One-Stop MIS.

All program operator(s) will utilize the forms provided by the Michigan Works!-CISD or other data collection methods to capture information on individual participant goals, activities and status changes throughout program participation. Program operator staff will complete and enter these forms according to instructions contained in the MIS guide and other pertinent policies and procedures.

Each program operator(s) must maintain complete participant files in a central location. Files must be accessible for Michigan Works!-CISD audit throughout the program.

All program operators must submit monthly narrative reports to the Workforce Development Team (within 5-days of month's end), a detailed year-end narrative report, and required financial reports in a complete and timely manner (within 30-days of contract termination). In addition, the Employment Service provider will submit Monthly Reports for the Trade Act Programs and any other reports required by the Workforce Development Board and/or Michigan Department of Labor & Economic Growth/Bureau of Workforce Programs.

### **B. Cooperation with Michigan Works!-CISD**

All bidders must assure that all program staff will cooperate fully with the Michigan Works!-CISD staff with regard to monitoring, daily operation of program, and auditing functions.

### **C. Wagner-Peyser Act and Trade Act Regulations**

The proposal must certify that the program will operate in compliance with **the Wagner-Peyser Act, Trade Act and Regulations** and the **Employment Service Manual**. In doing so, the contractor will adopt the most updated program forms and other program documents when such forms or documents are revised.

### **D. Fiscal Accountability**

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Bidders must guarantee the maintenance of all records for at least five (5) years after June 30, 2009, and utilize a standard accounting system that is acceptable to the CISD and in accordance with the American Institute of Certified Public Accountants' Auditing Standards.

**E. Expenditure Levels**

The Employment Service provider will be responsible for maintaining the expenditure levels according to the terms of the agreement. Failure to do so may result in either termination of the contract or reduction in funding.

**F. Required Audits**

All agencies receiving more than \$500,000 in Federal dollars annually are required to be audited on an annual basis. The Wagner-Peyser and Trade Act portions of the audit are to be forwarded to the Michigan Works!-CISD.

**G. Financial Viability**

All bidders must submit proof of the organizations capability to assume financial responsibility for disallowed costs. Financial viability can be assumed in the following manner:

- i. by having taxing authority; or
- ii. by providing audit exception insurance with a copy of the policy being provided to the WDB and being acceptable to the WDB; or
- iii. by pledging assets in an amount sufficient to cover all disallowed costs; or
- iv. by having a deposit of non-Federal funds sufficient to cover all disallowed costs.

**H. Hold Harmless**

Each selected contractor will be required to execute the following hold harmless provision:

[NAME OF ENTITY] hereby agrees to indemnify, defend and hold harmless the Barry-Branch-Calhoun Workforce Development Board and Barry, Branch, and Calhoun Counties and their Chief Executive Officer Board from any and all disallowed costs, liability, causes of action, or claims arising from or in any way connected with its function as the designated [title designation] for the Michigan Works! Area (MWA).

**I. Equal Opportunity**

Michigan Works!-CISD is committed to ensure against discrimination or denial of employment and/or training based on race, color, religion, sex, national origin, age, height, weight, martial status, disability, political affiliation or belief of a participant, administrator or staff person in connection with any program administered through the MDLEG/BWP. This policy applies to all phases of employment including, but not limited to, recruitment, hiring, placement, upgrading, demotion, transfer, lay-off, recall, termination, compensation, and participation in all Michigan Works!-CISD sponsored activities.

In addition to the above, Michigan Works!-CISD requires all agencies to operate within an acceptable Equal Opportunity Policy, no less stringent than that of Michigan Works!-CISD, to ensure against discrimination of administrators, staff and participants.

**J. Cooperation with CISD Department of Technology**

Each selected contractor will be required to fully cooperate with the Calhoun Intermediate School District Department of Technology for any purchasing, maintenance and repair of technology software and equipment. Any new purchase of technology software or equipment is to be approved in advance by the CISD Department of Technology.

**K. Marketing Activities**

Each selected contractor will be responsible for outreach/recruitment of customers; however, all programs funded by Michigan Works!-CISD will be part of a unified Michigan Works! marketing system.

Therefore, all marketing activities including; but not limited to: newsletters, advertisements, direct mailers, brochures, business cards, letterhead, signs, and promotional materials must be coordinated through and approved in advance by the WFD Director of Michigan Works!-CISD. In addition, contractors receiving Michigan Works!-CISD funding should initiate no contact with the media, i.e. marketing events, press conferences, interviews etc. without the advance approval of the WFD Director of Michigan Works!-CISD.

Furthermore, in order to better promote a seamless, customer-friendly service delivery system, all selected contractor program staff will identify themselves as Michigan Works! staff and if they must name their individual agency will specify that it is part of the Michigan Works! system.

The Michigan Works!-CISD staff and representatives of partner agencies have formed an ad hoc marketing committee, which promotes collaboration across the system with regards to marketing efforts. In addition, the Michigan Works!-CISD staff are available to provide technical assistance in this area to all subcontract agencies.

**XII. MICHIGAN WORKS!-CISD RESPONSIBILITIES**

**A. Contract Reimbursement**

The CISD will reimburse Employment Service providers for allowable expenditures, per contract budgets.

**B. Program Monitoring**

The Michigan Works!-CISD will monitor all programs and provide technical assistance on a periodic basis, including contract compliance monitoring and financial audits. All program operators will cooperate with respect to the monitoring. Files will be readily available for on-site monitoring.

**C. Technical Assistance**

Technical assistance will be available from Michigan Works!-CISD on a regular basis. The Michigan Works!-CISD will require corrective action as it is deemed necessary through program monitoring and auditing. Contract staff will be required to attend a contract orientation prior to the start-up of the contract.

**D. Option to Modify Contracts**

The CISD reserves the right to modify any contract issued under this RFP. The change must be reasonable and fair within the contemplation of the parties at the time the contract was originally entered into and signed. If the contractor requests additional funding, the CISD reserves the right to perform a cost/price analysis to determine that the funding increase is within the scope of the contract and that the costs are fair and reasonable.

**XIII. SUBMITTAL INSTRUCTIONS**

Bidders must submit five (5) complete copies of the proposal to the Michigan Works!-Calhoun Intermediate School District by 12 p.m. on March 2, 2007. Ornate bindings and notebooks are discouraged, and do not include any promotional materials or other excess information.

Bidders who choose to bid for more than one county must submit a separate proposal for each county. Failure to follow these instructions will result in the rejection of the proposal. Any rejected proposals will not be evaluated and will be returned to the submitting agency.

To ensure fairness to all parties, applications submitted after the established deadline will not be accepted and will be returned to the submitting agency.

Mail the five (5) copies to: Michigan Works!-CISD  
17111 "G" Drive North  
Marshall, MI 49068

Proposals that are mailed must reach the Michigan Works!-CISD office by 12:00 p.m. on March 2, 2007. Hand-delivered applications are to be directed to the Michigan Works!-Calhoun ISD at the address listed above.

There will be a Bidder's Conference for the purpose of answering specific questions regarding the RFP Package on January 30, 2007, at 9:00 a.m. at the Calhoun Intermediate School District, 17111 G Drive North, Marshall, MI. Bidders may submit questions in writing prior to the conference. These and other questions will be addressed at the conference. Additional questions or requests for information after the conference will not be honored.

Due to time constraints for the submittal of completed applications, you should begin proposal development immediately. It will be advantageous for your agency to have its concerns, questions and/or comments formulated prior to the Bidder's Conference.

#### **XIV. EVALUATION CRITERIA/PROCEDURES**

A review panel will independently evaluate proposals. Each panelist will evaluate the applications for acceptability, with emphasis on the various factors enumerated on the following evaluation criteria, assigning to the factor a numerical score based on objective judgment. The WFD Director will average the scores recorded by each panelist. A competitive range of 70 points has been established, meaning that applications scoring less than 70 points will not be considered for selection. Also, applications that do not address all areas of the Request for Proposal will be returned immediately to the agency and will not be evaluated, unless completed and returned to the Michigan Works!-CISD prior to the established deadline.

Bidders who are selected as finalists, based upon final scores, will be required to meet in a “question/answer” format with the Workforce Development Board Planning & Development Committee, and other Workforce Development representatives, such as the chair of the Monitoring & Evaluation Committee. This meeting will be held during the afternoon of March 16, 2007. Each selected finalist’s interaction with the committee will be limited to fifteen minutes, with the committee’s questions primarily being focused on the evaluation comments and concerns; however committee members may also inquire about other issues. Following the meeting/Q&A session, committee members will vote on whether or not they recommend the program for funding.

**PROPOSED POINT CRITERIA FOR ALL PROPOSALS**

**ATTACHMENT “A”**

<b><u>CRITERIA</u></b>	<b><u>MAXIMUM POINTS</u></b>
<b>A. PROGRAM DESIGN &amp; NARRATIVE</b>	
1. The degree to which the bidder demonstrates that the program design meets RFP specifications and shows an understanding of the objectives of the proposed workforce program, based upon the description of program design. The creativity, practicality and probable effectiveness of the proposed design.	<b>0 - 15 Points</b>
2. Implementation and flow of activities.	<b>0 - 5 Points</b>
3. Clearly-defined coordination with other community resources, with specific benefits for the customers.	<b>0 - 5 Points</b>
4. Performance standards and participant service schedule are consistent with RFP specifications and program design; outcomes are reasonable; additional performance objectives are proposed and a method for measuring is established.	<b>0 - 20 points</b>
5. The Work Plan is comprehensive and sequential; it covers all activities and tasks necessary to implement the proposed program. Each task has a measurable objective and reasonable time frame	<b>0 – 15 points</b>
<b>B. BUDGET</b>	
1. Line item budget analysis; relationship to proposed program design, expenses are clearly defined, budget shows reasonableness of proposed costs, provides back-up and detail for line items, supplies, materials, etc., and overall cost effectiveness. Amount of in-kind contributions to the budget.	<b>0 - 20 Points</b>
<b>C. ORGANIZATIONAL CAPACITY, EXPERIENCE AND DEMONSTRATED EFFECTIVENESS</b>	
<ol style="list-style-type: none"><li>1. Staffing plan and job descriptions are clear and articulate and show the capacity to adequately provide the services described in the program description. Job descriptions are included for all positions in the budget and include qualifications and wage range for each position.</li><li>2. Agency has documented history of providing the same or substantially equivalent services, with a record of meeting established performance standards.</li><li>3. No findings of substance are identified in the bidder’s Annual Audit Management Letters.</li><li>4. Results of local monitoring substantiate positive results and appropriate expenditure of funds.</li></ol>	<b>0 – 20 Points</b>

**MICHIGAN WORKS! CUSTOMER SERVICE STANDARDS**

The Workforce Development Board approved the following Michigan Works! System Customer Service Standards for implementation by the partner agencies:

1. Every telephone call will be returned as quickly as possible and no later than 2 working days
2. Routine information requests will be processed as quickly as possible and no later than 4 working days
3. Basic services to job seekers will be initiated upon customer contact
4. Basic services to employers will be initiated as quickly as possible and no later than 3 working days
5. Customer information will be entered on the NWD Electronic System within 1 week of customer contact. Appointments will be made for customers as quickly as possible and within 10 working days
6. The length of wait for an appointment will be no longer than 15 minutes, unless the customer is notified of a lengthier delay
7. Employer requests for applicant referrals will be transferred to appropriate agencies within 1 working day
8. Michigan Works! staff will meet reasonable employer deadlines for applicant referrals
9. Michigan Works! staff will respond to employer requests for applicant referrals as quickly as possible and no later than 2 working days
10. Job search skill training (group or individual) will be available on a monthly basis
11. Michigan Works! staff will treat customers with respect, courtesy and dignity
12. Staff will model appropriate workplace behaviors at all times
13. Customer-driven services will be provided through the Michigan Works! Service Center delivery system

## SHARE Network FAQs – Access Points

### **What is a SHARE Network Access Point?**

A SHARE Network Access Point is a faith-based or community organization (FBCO) where people can go in their own neighborhoods or communities to look for jobs, assisted by trained individuals who connect them to the Michigan Works! One-Stop system, or other community resources, via computer and direct referrals. The intent is to provide job search help to individuals who, for whatever reason, may otherwise find it difficult to receive these services.

**Our organization doesn't have all the systems and procedures that larger organizations usually have. Will we even be considered?** Yes!! This project is specifically designed to increase the involvement of small FBCOs in helping people get jobs, keep jobs and improve their earning capacity.

**But doesn't this kind of partnership mean we will have to open our books to Michigan Works?** Definitely not! SHARE Network Access Points are non-financial partnerships using a written Memorandum of Understanding (MOU). Michigan Works! provides you with training and contacts to help people find jobs; you provide that help in your neighborhood, and simple proofs like sign-in sheets.

**Will it cost us anything?** No money is involved on either end. But FBCOs will want to consider the time required to attend training and to serve jobseeker customers, as well as overhead costs (electricity, paper, printer cartridges).

**Who is eligible to be considered for the project?** To be eligible for consideration under this project, an organization must be a legally chartered, faith-based or community-based organization or comparable entity operating in this State; serving a targeted community in need of more employment-related services; and able to comply with the MOU.

**How much training will be provided and how long is the agreement for?** FBCOs who are selected to become a SHARE Network Access Point will be asked to send at least 2 individuals to up to 12 hours of training. Topics include online job matching, help with applications, resumes, cover letters, and referrals to additional services needed. The MOU lasts one year and is renewable annually.

**How will the project be monitored?** Both parties (MW! and FBCO) are required to complete certain tasks specified in the MOU. For example, MW! is required to provide the training, connections to the One-Stop, and ongoing information to help the Access Points serve customers well. The FBCO is required to attend the training, operate the Access Point to serve customers, register as a SHARE Network Resource Directory member and utilize this referral system for customer services, and submit simple reports such as sign-in sheets.

**How do I apply?** Just contact either Lisa Larson (269-789-2446) or M.J. Bruns (269-789-2423) at the Barry/Branch/Calhoun Michigan Works! Administrative Office.

**PROPOSAL FUNDING APPEAL PROCESS  
MICHIGAN WORKS!-CALHOUN INTERMEDIATE SCHOOL DISTRICT**

**I. General**

- A.** All applicants may receive copies of the Request for Proposal (RFP) Ranking Sheet, which are made available to the public at the Workforce Development Board meeting when the Planning and Development Committee recommendation for awards are presented.
- B.** An applicant may appeal action taken on the application by requesting a review. The appeal for review shall state the basis of the appeal founded on violation of the appropriate program's law and regulations and/or established local procedures.
- C.** An appeal will not be accepted if it attempts to modify or include additional information to the original application. However, in the event incomplete, inaccurate or other than current data and information was entered into the application process by the Michigan Works!-CISD WFD Team, the WFD Team will rectify such errors prior to the initiation of Step # 2. Current is defined as data and information in the possession of the Michigan Works!-CISD WFD Team at the time of the submission of the original application.

**II. Review and Appeal Process**

The process will parallel that used for the initial funding recommendation. The process is as follows:

**STEP # 1:** Within fifteen (15) working days after the Workforce Development Board has rendered a funding decision, the applicant must submit a request in writing that the application receive a second review. The Michigan Works!-CISD WFD Team must receive the request for the second review no later than the close of business on the fifteenth day after the decision has been rendered.

**STEP # 2:** Within fifteen (15) working days of receipt of the request for the second review, the Michigan Works!-CISD WFD Director will convene:

1. Chair of the Workforce Development Board;
2. Chair of the WDB Planning and Development Committee;
3. WDB Planning Committee Members
4. Michigan Works!-CISD staff who evaluated the original application; and
5. Representative(s) of the applicant organization.

The Workforce Development Board chairperson will chair the meeting. The purpose of this meeting is to provide a second review of the application on the basis of information presented in conformance with paragraphs I.B and I.C. above.

**STEP #3:** Within five (5) working days after the meeting described in Step # 2, the Chair of the Workforce Development Board and the Chair of the Planning and Development Committee will prepare a recommendation for the Workforce Development Board.

**STEP # 4:** At the next regularly scheduled Workforce Development Board meeting following the action in Step # 3, the Workforce Development Board will take action on the recommendation developed in Step # 3. If the appellant does not receive support from the Workforce Development Board, the appeal process ends at this step. If the appellant receives support from the WDB, the staff will enter into negotiations with the appellant to develop a satisfactory program contract. The appellant will be notified in writing, within five (5) working days following the Workforce Development Board meeting, of the disposition of the appeal.

**ASSURANCES AND GENERAL PROVISIONS**

**Assurances**

The MWA contractor assures and certifies that all programs and activities funded under the Employment Service Program will comply with the applicable provisions of:

1. Wagner-Peyser Act of 1933, as amended;  
Also in accordance with Section 8(b) of the Wagner-Peyser Act, as amended, MWA Contractor will promote employment opportunities for persons with disabilities and provide job counseling and placement of persons with disabilities. The MWA Contractor will require the designation of at least one person in each office where Employment Service are provided whose duties include providing services for persons with disabilities described above. Under the State Plan, ESA will cooperate and maintain a written agreement with Michigan Rehabilitation Services (MRS) to provide services to persons with disabilities.
2. The Workforce Investment Act of 1998;
3. Michigan Employment Security Act of 1936, as amended;
4. Michigan Public Act 292 of 2000;
5. Michigan Administrative Code of Regulations (MACR) 421.1 through R 421.606;
6. Governor's Coordination and Special Services Plan;
7. Results of the local joint planning process with Michigan Works! Agencies (MWA's) and Chief Elected Officials (CEOs);
8. An annual Drug-Free Workplace Certification, as required by 29 CFR, Part 98;
9. An annual Certification Regarding Debarment, Suspension, and Other Responsibility Matters required by 29 CFR, Part 98;
10. An annual Certification Regarding Lobbying, as required by 29 CFR, Part 98;
11. 41 CFR Part 29-70 and CFR 1-15.6, with respect to costs incurred under the State Plan approved by the Regional Administrator, except as may be waived;
12. Nondiscrimination and equal opportunity requirements, including complaint processing, compliance reviews, as provided by 29 CFR 31 and 32;
13. 20 CFR Part 653, with respect to equitable services to migrant and seasonal farm workers and other requirements.
14. Title 38 USC 4100-4214 which requires eligible veterans and eligible persons to be given the maximum employment and training opportunities, with priority given to the needs of disabled veterans, and veterans of the Vietnam era.

**General Provisions**

**Conduct and Standard of Work**

Unless otherwise provided within this grant agreement, the MWA Contractor with due diligence shall furnish all necessary qualified personnel, material and equipment, managing and directing same to complete the work described in Employment Service Policy Issuance 03-12 and the Employment

Service Plan submitted by the MWA Contractor. In determining whether or not the MWA Contractor has performed with due diligence, it is agreed and understood that the CISD may measure the amount and quality of the MWA Contractor's effort against the representations made by the MWA Contractor in the written Employment Service Plan and in the negotiation of this grant agreement. The CISD may issue written or oral instructions to fill in details in the Statement of Work described in or referred to in Employment Service Policy Issuance 03-12. Any instructions that affect the scope of work, price, period of performance, or any other provision of this grant agreement must be in accordance with the specific provisions of the grant agreement. The MWA Contractor agrees that the performance of the service under this grant agreement shall conform to high professional standards.

#### Changes

The CISD may at any time make changes within the general scope of this grant agreement. Written copies of changes made by the CISD will be made available to the MWA Contractor. If any changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this grant agreement, an equitable adjustment shall be made in writing. Any claim by the MWA Contractor for adjustment under this clause is required within thirty (30) days from the date of receipt by the MWA Contractor of the notification of the change. Failure to agree to any adjustment shall be a factual dispute within the meaning of Section 8 entitled "Disputes". However, nothing in this section shall excuse the MWA Contractor from proceeding with the grant agreement as changed.

#### Interest

To the extent that it can be determined that interest was earned on advances of State funds, such interest shall be remitted to the State. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of allowable costs. The CISD shall make the final determination.

#### Extras

No payment for extras shall be made unless the extras and their costs have been submitted as formal amendments to this grant agreement and approved by the CISD.

#### MWA Contractor Contractors

MWA Contractor shall notify CISD within ten (10) days of any new or change of status of existing service provider contracts. This provision should not be construed as requiring the approval of service provider contracts or contracts of employment between MWA Contractor and personnel assigned to work under this grant agreement.

#### Cancellation

The State may cancel this grant agreement for any of the following reasons:

A. Default of the MWA Contractor:

In case of default by the MWA Contractor, the State may immediately cancel the grant agreement without further liability to the State, its departments, agencies, and employees. The State may procure the articles or services from other sources, and may hold the MWA

Contractor responsible for any excess costs incurred. Default is defined as the failure of the MWA Contractor to fulfill the obligations of the grant agreement.

B. Lack of Further Need for the Service or Commodity:

In the event that the State no longer needs the service or commodity specified in the grant agreement due to program changes, changes in law, rules or regulations, relocation of offices, or insufficient funding, the State may cancel the grant agreement, without further liability to the State, its department, agencies and employees by giving the MWA Contractor written notice of such cancellation 30 days prior to the date of cancellation.

C. Failure of the Legislature or the Federal Government to Provide the Necessary Funding:

In the event that the Legislature or the federal government fails to provide or terminates the funding necessary for this grant agreement, the State may cancel the grant agreement by providing written notice to the MWA Contractor 30 days prior to the date of cancellation *provided*. However, in the event the action of the Legislature or federal government results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of written notification to the MWA Contractor. In the event of a termination under this sub-paragraph, the MWA Contractor shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the grant agreement.

D. Upon Order of a Court or Direction by the Federal Government:

In the event of a court order halting or suspending activities under the grant agreement or, in the case of a grant agreement involving federal funds or otherwise subject to federal oversight, issuance of an order or directive by the federal government halting or suspending activities under the grant agreement, the State shall promptly notify the MWA Contractor in writing of the entry or receipt of such order and shall direct the MWA Contractor to take immediate action in conformity with such order or directive. In the event of a termination or suspension of the grant agreement under this sub-paragraph, the MWA Contractor shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the grant agreement.

E. Criminal Conviction:

The State may immediately cancel the grant agreement without further liability to the State, its departments, agencies, and employees if the MWA Contractor, an officer of the MWA Contractor, or owner of a 25% or greater share of the MWA Contractor is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or service provider agreement; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the MWA Contractor's business integrity.

F. Civil Service Rule:

The State may immediately cancel the grant agreement in whole or in part by giving notice of termination to the MWA Contractor if any final administrative or judicial decision or adjudication requires that this grant agreement be approved by the Michigan Department of

Civil Service and Civil Service subsequently disapproves this grant agreement pursuant to Constitution 1964, Article 11, Section 5, and Civil Service Rule 4-6.

G. Price:

The State may, within 30 days written notice to the MWA Contractor, cancel the grant agreement in the event prices proposed for grant agreement modification/extension are unacceptable to the State.

Disputes

- A. Except as otherwise provided in this grant agreement, any dispute concerning a question of fact not disposed of by agreement shall be decided by the Grant Officer, who shall reduce the discussion to writing and mail or otherwise furnish a copy to the MWA Contractor. The decision of the Grant Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the MWA Contractor mails or otherwise furnishes to the Grant Officer a written appeal. Pending final decision, the MWA Contractor shall proceed diligently with the performance of the grant agreement.
- B. This "Disputes" paragraph does not preclude consideration of questions of law in connection with decisions provided for in Section 8.A. above; provided that nothing in this grant agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.
- C. Differences of opinion as to professional judgment or recommendations on technical conclusions shall not become the sole basis for the rejection of any work performed under this grant agreement nor for the withdrawing of any payment otherwise due.

Officials Not to Benefit

No member of the Legislature of the State of Michigan or any individual employed by the State shall be admitted to any share or part of this grant agreement, or to any benefit that may arise there from. Competitively awarded contracts with one or more units or subdivisions of the State of Michigan for delivery of services to employers and job seekers are permitted.

Covenant Against Contingent Fees

Any lobbying efforts on behalf of the MWA Contractor for the purpose of helping to secure this grant agreement are strictly prohibited. For breach or violation of this warranty, the State shall have the right to annul this grant agreement without liability, or in its discretion to deduct from the grant agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

Indemnification and Insurance

The MWA Contractor shall indemnify, defend, and hold harmless the CISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents, from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including

reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalty), arising from or in connection with any of the following:

- A. Any claim, demand, action, citation, or legal proceeding against the CISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions, or omissions of the MWA Contractor or any of its service providers under this grant agreement;
- B. Any claim, demand, action, citation, or legal proceeding against the CISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents arising out of or resulting from a breach by the MWA Contractor of any representation or warranty made by the MWA Contractor in the grant agreement;
- C. Any claim for damages because of bodily injury, sickness or disease, or death of any person other than their own employees, subject to limits of liability of not less than \$100,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards, and any claim for damages because of injury to or destruction of tangible property, including the loss of use resulting there from, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards;
- D. Any claim under workers' disability compensation, disability benefit and other similar employee benefit act. As respects any other employee protected by workers' disability compensation laws of any other state the MWA Contractor shall have insurance or be self insured as a unit of government, or participate in a mandatory state fund to cover the benefits payable to any such employee;
- E. Any claim for damages, demand, action, citation, or legal proceeding against the CISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents because of bodily injury, occupational sickness or disease, or death of the MWA Contractor's or a service provider's employees, or arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property, in connection with the performance of services by the MWA Contractor, by any of its contractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury, or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the CISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents;
- F. Any claim, demand, action, citation, or legal proceeding against the CISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents which results from an act or omission of the MWA Contractor or any of its contractors in its or their capacity as an employer of a person;

G. Any claim, demand, action, citation, or legal proceeding against the CISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents incurred in connection with any action or proceeding threatened or brought against the CISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity, or service supplied by the MWA Contractor or its contractors, or the operation of such equipment, software, commodity, or service, or the use or reproduction of any documentation provided with such equipment, software, commodity, or service infringes any United States or foreign patent, copyright, trade secret, or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become, or in the MWA Contractor's opinion likely to become, the subject of a claim of infringement, the MWA Contractor shall at the MWA Contractor's sole expense (i) procure for the CISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents the right to continue using the equipment, software, commodity, or service or, if such option is not reasonably available to the MWA Contractor, (ii) replace or modify the same with equipment, software, commodity, or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to the MWA Contractor, (iii) accept its return by the CISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents with appropriate credits to the CISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents against the MWA Contractor's charges and reimburse the CISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents for any losses or costs incurred as a consequence of the CISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents ceasing its use and returning it.

The MWA Contractor and all its contractors will provide and maintain during the term of this agreement public liability, property damage, and workers' compensation insurance insuring the interests of all parties to this grant agreement against any and all claims which may arise out of the MWA Contractor's or contractors operations under the terms of this grant agreement, or as a unit of government pledge self-insurance under the same terms and conditions. The name of the state and the grant agreement number must be shown on the certificate of insurance to assure correct filing. It is agreed that in the event that any carrier of such insurance exercises cancellation, notice will be made immediately to the state of such cancellation.

In any and all claims against the CISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents, by any employee of the MWA Contractor or any of its contractors, the indemnification

obligation under the grant agreement shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the MWA Contractor or any of its contractors under workers' disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

#### Independent Capacity of MWA Contractor

The parties agree that the MWA Contractor, and any agents and employees of the MWA Contractor shall not act as officers, employees, or agents of the State.

#### Assignability

The grant agreement is not assignable by the MWA Contractor either in whole or in part, without the prior written consent of the CISD.

#### Inspection and Acceptance

Inspection and acceptance of all work required under this grant agreement shall be performed by the CISD, or such person duly authorized in writing.

#### Collection or Recording of Information

With regard to items of work involving survey work, the CISD may require the MWA Contractor to submit for approval draft copies of questionnaires and survey plans, including any plans for structured interviews, consultations, or collections of information prior to their use.

#### Publication Rights

All interim, draft, and final reports and other documentation, including machine-readable materials produced by the MWA Contractor in connection with the work provided for under this grant agreement, shall be deemed to be works for hire and all rights including copyright and publication rights shall vest in the State. The MWA Contractor shall not publish any of the results of the work without the prior written permission of the CISD.

#### Other MWA Contractors

The State may undertake or award other grant agreements for additional or related work; and the MWA Contractor shall fully cooperate with other MWA Contractors and State employees to carefully fit this work into such additional work. The MWA Contractor shall not commit or permit any action that will interfere with the performance of work by any other MWA Contractor or by State employees. This section shall be included in the grant agreements of all MWA Contractors with whom this MWA Contractor will be required to cooperate. The State shall equitably enforce this section for all MWA Contractors.

#### Competition in Contracting

The MWA Contractor shall select contractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this grant agreement.

### Gratuities

- A. The State or CISD may, by written notice to the MWA Contractor, terminate the right of the MWA Contractor to proceed under this grant agreement if it is found, after notice and hearing, by the Grant Officer or a duly authorized representative, that the gratuities in the form of entertainment, gifts, or otherwise were offered or given by the MWA Contractor to any officer or employee of the State with a view toward securing a grant agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such grant agreement; provided, that the existence of the facts upon which the Grant Officer or a duly authorized representative makes such findings shall be an issue that may be reviewed in any competent court.
- B. In the event this grant agreement is terminated as provided in paragraph A above, the State or CISD shall be entitled to pursue the same remedies against the MWA Contractor as it could pursue in the event of a breach of the grant agreement by the MWA Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount, as determined by the Grant Officer or representative, which shall not be less than three or more than ten times the cost incurred by the MWA Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the State or CISD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this grant agreement.

### Equipment

The approved Employment Service Plan may allow the purchase of equipment, with a unit cost of more than \$5000 and a useful life of two or more years, under this grant agreement. Further, the state may from time to time assign to the MWA Contractor equipment exclusively for use in performing this grant agreement. In both cases, the MWA retains title to the equipment and MWA Contractor will assist the State by maintaining an accurate equipment inventory and protect and secure this equipment at all time. This equipment must be returned to the State upon request of the CISD.

### Nondiscrimination

In performing the grant agreement, the MWA Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment or services, because of race, color, religion, national origin, ancestry, age, sex, height, weight. Contracts with each service provider will contain a provision requiring nondiscrimination in employment, as herein specified. This covenant is required pursuant to Act 453 of the Public Acts of the State of Michigan of 1976, as amended, and any breach thereof may be regarded as a material breach of the grant agreement.

### Grant Agreement Construction

The provisions of this grant agreement shall be construed in a manner that is consistent with the provisions of the laws of the State of Michigan.

### Disclosure of Information

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The MWA Contractor agrees that the reports and conclusions are for the confidential information of the State and will not disclose conclusions, in whole or in part, to any unauthorized person without the prior written consent of the CISD.

#### Records, Accounts, Audits, and Reports

The MWA Contractor shall maintain such records and accounts, including property and personnel records, time sheets, travel vouchers, fringe benefit rates, overhead rates, and other necessary documentation to assure a proper accounting of all grant agreement funds for a period of three (3) years after final payment is made to the MWA Contractor. The MWA Contractor shall adhere to Generally Accepted Accounting Principles and shall maintain records that will allow for the comparison of actual outlays with budgeted amounts. The MWA Contractor's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation such as time sheets and invoices. Such records shall be examined as part of any federal Single Audit and made available to the State upon request for audit purposes.

#### Federal Regulations

The MWA Contractor, and any contractor, shall take notice of and adhere to any applicable federal regulation(s). The MWA Contractor assumes sole liability for any non-compliance with these regulations.

#### Unfair Labor Practices

In accordance with P.A. 278 of 1980, the MWA Contractor shall not enter into a contract with a contractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Consumer and Industry Services, or employers who have been found in contempt of court by a Federal Court of Appeals on not less than three occasions involving different violations during the preceding seven years for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act 29 U.S.C. 158. The State may cancel this grant agreement as provided in Section 7 if the name of the employer or the name of a contractor, manufacturer, or supplier of the employer subsequently appears in the register during the performance period of this grant agreement.

#### Use of Retired State Employees

The MWA Contractor shall report to the CISD, within five (5) days after the end of each month that this agreement is in effect, the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:

- A. Retired from the State between June 2, 1984, and September 30, 1984, under provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Is less than 62 years of age; and
- C. Performed services purchased by the State under the provisions of this grant agreement during the month.

If during any month the MWA Contractor has no employees as described above assigned to work performed under the provisions of this grant agreement, no report is required.



## **MICHIGAN WORKS!**

### **WORKFORCE DEVELOPMENT NEPOTISM POLICY**

The Barry/Branch/Calhoun Michigan Works! Agency, Workforce Development Board and Chief Executive Officer's Board establishes the following Nepotism Policy to ensure that persons in an administrative capacity will not use their position for a purpose that is, or gives the appearance of being, motivated by favoritism for themselves or others with whom they have family relationships. There will not be even the slightest appearance of favoritism on the part of board members.

Per Michigan Department of Labor and Economic Growth/Office of Workforce Development Policy Issuance #03-20, a person *in an administrative capacity* is defined as:

**Person in an Administrative Capacity:** - Those persons who have overall administrative responsibility for a program, including all elected and appointed officials, such as the Workforce Development Board (WDB) members and WDB committee members, and local elected officials, who have any responsibility for the obtaining of and/or approval of any WDB administered grant or contract, as well as other officials who have influence or control over the administration of the program, such as the project director, center director and unit chiefs; and persons who have eligibility determination, selection, hiring, placement or supervisory responsibilities for On-the-Job Training participants.

The Barry/Branch/Calhoun Workforce Development Board established the following definition of **immediate family** on July 15, 2003.

**Immediate Family:** - Wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, son-in-law, daughter-in-law, mother-in-law, grandparents, step-parent and step-child.

**Policy:** Persons in an administrative capacity, as defined in this policy, will not use their position for a purpose that is, or gives the appearance of being, motivated by favoritism for themselves or others with whom they have family relationships. There will not be even the slightest appearance of favoritism on the part of board members or other persons in an administrative capacity, as defined above. No individual may be placed in an employment position or program employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual. This policy covers all programs funded by the Michigan Department of Labor and Economic Growth/ Office of Workforce Development.

**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**Name and Title of Certifying Official**

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**Signature**

**Date**

**Certification Regarding  
Debarment, Suspension, Ineligibility, Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(Before completing certification, read all instructions, which are an integral part of the certification)**

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**Name and Title of Authorized Representative**

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**Signature**

**Date**

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 7 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**BARRY/BRANCH/CALHOUN MICHIGAN WORKS! AGENCY  
AND SUB-CONTRACT AGENCIES  
EQUAL OPPORTUNITY POLICY**

It is the policy of the Barry/Branch/Calhoun Michigan Works! Agency to assure that equal opportunity will be provided by the administrative agency and under any contract, program, or activity funded in whole or in part with funds made available by or through any state department, institution, or agency.

The administrative agency assures and requires that all recipients of financial assistance assure the equitable treatment of all persons in the opportunity for employment as well as their access to, and receipt of, program services without discrimination based upon religion, race, color, national origin, age, sex, height, weight, marital state, arrest record, disability, or other non-merit factors.

This policy applies to the Barry/Branch/Calhoun Michigan Works! Agency and all programs it administers. All personnel will actively promote equal employment opportunity within their respective organizational units. This policy extends to the active recruitment of female and minority-owned enterprises in the delivery of services related to employment and training.

This policy will affect all employment and training practices including, but not limited to: recruitment, hiring, transfer, promotions, training, compensation, benefits, layoffs, placements, and selection of sub-grantees and contractors.

To ensure compliance with the established policy, a goal-oriented program has been structured with specific targets and timetables. Failure on the part of sub-grantees and contractors to comply with this policy will jeopardize initial, continued, or renewed funding under federal and state-funded programs.

The Workforce Investment Act (W.I.A.) further requires for all programs receiving financial assistance under Title I of the W.I.A. the following assurance:

As a condition to the award of financial assistance from the United States Department of Labor under Title I of the W.I.A., the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the W.I.A. of 1998, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any W.I.A. Title I–financially assisted program or activity;

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

This grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicants operation of the W.I.A. Title I–financially assisted program or activity, and to all agreements the grant applicant makes to carry out the W.I.A. Title I–financially assisted program activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

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**Signature of Authorized Official/Date**

**BARRY/BRANCH/CALHOUN MICHIGAN WORKS! AGENCY  
AND SUB-CONTRACT AGENCIES  
POLICY AGAINST WORKPLACE HARASSMENT**

It is the policy of the Barry/Branch/Calhoun Michigan Works! Agency and sub-contract agencies to be intolerant of harassment or abuse of any employee whether because of any employee's race, gender, color, religion, age, disability status of national origin or other legally protected status. This policy applies to all employees or other individuals who represent or serve the Barry/Branch/Calhoun Michigan Works! Agency and sub-contract agencies in any capacity.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constitutes harassment when:

1. Submission to the conduct or communication is made either an explicit or implicit condition or employment;
2. Submission or rejection of the conduct or communication by an individual is used as a factor in an employment decision affecting the harassed employee; or
3. The conduct or communication has a purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive work environment.

Examples of prohibited conduct include, but are not limited to: lewd or sexually-suggestive comments; off-color language or jokes; slurs or verbals, graphic or physical conduct related to an individual's protected class; or any display of sexually-explicit pictures, greeting cards, articles, books, photos or cartoons. Any employee or applicant who believes this policy may have been violated shall the incident to the Director or any other appropriate representative of management. Barry/Branch/Calhoun Michigan Works! Agency and sub-contract agencies will not permit or tolerate any form of reprisal or retaliation against an employee or applicant reporting any incident of claimed harassment.

It is each employee's responsibility to eliminate all forms of prohibited harassment. It is particularly the responsibility of each supervisor to prevent such behavior from occurring within his/her work area, and to provide a work environment free from all harassment. It is the responsibility of each and every employee of the Barry/Branch/Calhoun Michigan Works! Agency and sub-contract agencies to report all incidents of harassment forbidden by this policy and to do so immediately so that a complaint can be quickly and fairly resolved.

Complaints of improper harassment will be promptly and carefully investigated. Investigation may include interviews of possible witnesses including the person claiming the harassment occurred, and the person or persons claimed to be involved in the harassment. The privacy of the person issuing the complaint, of the person accused, and the steps taken in the investigation will be protected to the extent possible, except that the employer will report its findings to the person making the complaint and to the person or persons who are claimed to be involved.

If the employers' investigation establishes that the complaint is valid, immediate and appropriate corrective action will be taken to stop the harassment and prevent its recurrence.

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**Signature of Authorized Official/Date**