

## **MICHIGAN WORKS! SOUTHWEST AREA General Administrative Requirements**

### **A. PROCUREMENT AUTHORITY**

In accordance with the Workforce Innovation and Opportunity Act, or any successor legislation, Kalamazoo County designated, through an agreement, the W.E. Upjohn Trustee Corporation (W.E. Upjohn Institute for Employment Research) as the local grant subrecipient to act as both Administrative and Fiscal agent for employment and training funds awarded to the Michigan Works! Southwest Agency's service area and as governed by the Public Act 8 of 1967 agreement between the Michigan Counties of Branch, Calhoun, Kalamazoo and St. Joseph.

The CWIS of the W.E. Upjohn Institute for Employment Research, otherwise identified as Michigan Works! Southwest, provides the administrative and fiscal management duties for this Michigan Works! Agency. Within the Upjohn Institute, the CWIS is responsible for the administration of the Procurement System Guidelines adopted for the Michigan Works! Southwest Area. The CWIS is solely responsible for the development of this Request for Proposal (RFP) document, for the administration of the competitive bidding process, and for the final selection of subrecipients.

### **B. DISCLOSURE OF INFORMATION**

1. All proposals and bidding information submitted in response to this solicitation will be handled in confidence. Only proposals and bidding information that are accepted for funding are considered as "public information."
2. Proposals not accepted for funding consideration are not considered as public information. The Institute reserves the right to destroy copies of proposals not accepted for funding. Originals will be retained for procurement documentation and monitoring by the State of Michigan.
3. Where applicants determine all or parts of their proposals contains proprietary or trade secret information which should be maintained as confidential information, requests should be provided in writing at the time the proposal is submitted identifying which information should not be available as public information.

### **C. NOTIFICATION OF AWARDS**

1. Applicants will be notified by email and/or letter of the acceptance or rejection of their proposal within ten (10) business days of the final funding recommendation(s). No oral confirmation of results will be made unless the Upjohn Institute determines it to be in the best interest of the program to do so.
2. Successful applicants will be notified of the process to initiate agreement negotiations. Proposals representing activities that have immediate implementation requirements will

receive priority consideration in development of service agreements/subawards.

#### **D. APPEAL PROCESS**

Appeal requests will be processed through the established appeal process for the Michigan Works! Southwest Area (See Reference #7 Request for Proposal (RFP) Appeals Procedure).

#### **E. AGREEMENT AWARD/LIMITATIONS**

1. An agreement may be awarded based on proposals received, without discussion of such proposals. Accordingly, each proposal should be submitted in the most favorable terms from a price and technical standpoint. However, the Upjohn Institute reserves the right to request additional data, discussion, or presentation, in support of written proposals.
2. The subaward based on proposals received in response to this RFP is contingent upon the Grant Recipient receiving adequate funds from the Michigan Department of Labor and Economic Opportunity (LEO) for the period covered by this RFP and the ability to negotiate a subaward within the financial and programmatic limitations imposed.
3. While an award of any proposal may be for a multi-year period, funding obligations will be made on an annual basis. **The continuation of agreements beyond one year is solely contingent upon available funding and acceptable performance during the immediate agreement period.** Budgetary detail requested in this RFP is restricted to anticipated expenditures during the period stated in any agreement resulting from this solicitation.
4. This Request for Proposal does not commit the Upjohn Institute to award an agreement, to pay any cost incurred in the preparation of a proposal in response to this request, or to procure an agreement for services.
5. The Upjohn Institute reserves the right to accept all or part of any proposal, to reject any or all proposals received as a result of this request, to negotiate with all qualified sources, to award agreements other than to the low bid, and to use the accepted proposal as a basis for final agreement negotiations.
6. Upon completion of the proposal, most information necessary for agreement development should be available. The Upjohn Institute reserves the right to request clarification and/or additional information during the review process.
7. The Upjohn Institute may without notice, cancel, in part or in its entirety, this Request for Proposal process.

#### **F. ASSIGNMENT OF AGREEMENTS**

The Upjohn Institute is responsible for ensuring the most appropriate "match" between proposed activities and funding source. Based on information available at the time of agreement awards, the Upjohn Institute will make assignments of proposed activities to individual funding sources that are determined to be in the best interests of the program.

## **G. SUBAWARD MANAGEMENT**

Agreements developed, as a result of an award of any proposal, will be cost reimbursement with performance specifications. Under cost reimbursement, the subrecipient will be reimbursed for actual allowable costs incurred within the total agreement limitations.

## **H. ASSIGNMENT OF SERVICES**

The subrecipient shall not assign any services identified in this proposal to any other agency or party without the written approval of the Michigan Works! Southwest Agency.

Anticipated arrangements for subcontracting any services identified in this proposal with another agency shall be clearly and specifically defined in proposal responses, including:

- Specific services to be subcontracted,
- Agency with whom the subcontract is proposed,
- Process of procuring the agency identified,
- Period of performance, and
- Cost of agreement.

## **I. INDEMNIFICATION**

To the extent permitted by law, and without waiving governmental immunity, organizations or agencies submitting proposals must provide a full indemnification and hold harmless of any liability the State of Michigan, the County of Kalamazoo, the Michigan Works! Southwest Workforce Development Board and the Upjohn Institute for any activities conducted by the awarded agency.

Agreements will include a full statement of responsibility for reimbursing the Upjohn Institute for any costs or expenditures that are disallowed in an audit, and/or for any other claims which might be made against a program operator by a program participant or an interested party.

## **J. EQUAL OPPORTUNITY AFFIRMATION**

1. As a recipient of state and federal funds, the service provider shall have, and be prepared to provide a copy of, their written policies and procedures that prohibit discrimination against any employee, applicant for employment, applicant for services, or participant on the basis of race, color, religion, sex (including but not limited to, pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, sexual orientation and gender identity), national origin (including limited English proficiency [LEP]), age, disability, or political affiliation or belief. The principles of nondiscrimination and equal opportunity contained in such policies and procedures shall apply to hiring, promotion, employment practices, program eligibility, training, placement, procurement decisions, and the composition of committees, boards, or advisory groups formed to carry out workforce development initiatives.
2. The subrecipient agrees to monitor and, as needed, take steps to correct any under-representation of significant and/or targeted populations within the programs and services

provided.

3. The subrecipient shall have, and be prepared to provide a copy of, their organization's written policies and procedures for handling grievances and complaints, including nondiscrimination. These policies and procedures shall be used to investigate and resolve complaints at the subrecipient/service provider level. The process and full extent of the appeal process in these policies shall be exhausted in an effort to reach a satisfactory resolution.
4. Consistent with State of Michigan policy, the service provider agrees to distribute to all participants a copy of the Michigan Works! Southwest Equal Opportunity is the Law Notice and the Grievance and Complaint Procedures. Participants shall sign and date a document confirming their receipt of the Michigan Works! Southwest Equal Opportunity is the Law Notice and the Grievance and Complaint Procedures. The signed document must be maintained in each participant's file. If a grievance cannot be resolved at the subrecipient/service provider level, the complainant will be directed to these procedures. The Michigan Works! Southwest Grievance and Complaint Procedures shall also be reviewed annually with subrecipient/service provider staff and documentation of this review maintained on file.
5. The subrecipient shall have, and be prepared to provide a copy of, their written policies and procedures for reporting, investigating and resolving complaints of sexual and other forms of workplace harassment.
6. To evaluate **physical accessibility of facilities** used for programs and services, subrecipients/ service providers are required to complete an appendix of the "One Stop Inclusion Workgroup Final Report", dated April 2007, and "ADA Checklist for Barrier Removal" (applicable when providing services outside of a One Stop Service Center) within the terms of their agreement. Physical accessibility shortcomings will be reviewed, and a plan of correction developed. An annual re-authorization of this appendix is required.
7. To evaluate **program and service accessibility**, subrecipients/service providers shall be required to complete Appendix D of the "One Stop Inclusion Workgroup Final Report", dated April 2007, within the terms of their agreement. Program and service accessibility shortcomings will be reviewed, and a plan of correction developed. An annual re-authorization of an appendix is required.
8. Subrecipients shall take appropriate steps to ensure that materials and communications are available in languages spoken by a significant proportion of the population.
9. Subrecipients shall take appropriate steps to ensure communications with individuals with disabilities are as effective as communications with others.

10. Subrecipients shall take appropriate steps to ensure communications with individuals with Limited English Proficiency (LEP) are as effective as communications with others.
11. All promotional materials, advertisements, media messages, publications and electronic communications and websites for participants and/or the general population shall include the following tagline:

*A proud partner of the American Job Center network.  
An equal opportunity employer / program supported by the State of Michigan. 1-800-285-WORK  
(9675).  
Auxiliary aids and services are available upon request. Dial 711 for Relay Center and TTY.  
Supported in part with state and/or federal funds.*

12. Subrecipients shall comply with the state and federal requirements to post the Equal Opportunity is Law notice. This includes the need to post notices in languages spoken by a significant proportion of the population.

#### **K. STATE AND LOCAL POLICIES**

Recipients of funds resulting from this solicitation will comply with federal, state and local policies as appropriate. These include, but are not limited to:

- United State Department of Labor (USDOL) Training and Employment Guidance Letters (TEGLs) and Training and Employment Notices (TENS)
- Michigan Department of Labor and Economic Opportunity (LEO) Policy Issuances and Instruction Letters
- Michigan Works! Southwest Workforce Development Board Policies and Administrative Procedures