

**REQUEST FOR PROPOSALS (RFP)**  
**for**  
**Adult Education Services Instructor (AESI) Learn to Earn**  
**RE-ISSUED**



**RE-ISSUE DATE: July 19, 2022** ~~ISSUE DATE: July 19, 2022~~

**RESPONSES DUE: August 22, 2022** ~~August 8, 2022~~

**AWARD NOTIFICATION: August 31, 2022**

**City of Detroit**

*Michael E. Duggan, Mayor*

*Nicole A. Sherard-Freeman, Group Executive – Jobs, Economy & Detroit at Work*

**Mayor's Workforce Development Board**

*Cynthia J. Pasky, Co-Chairperson*

*David E. Meador, Co-Chairperson*

**Detroit Employment Solutions Corporation**

*Calvin C. Sharp, Chairperson*

*Terri Weems, President*



An equal opportunity employer/program. Supported by the State of Michigan, Labor and Economic Opportunity-Workforce Development (LEO-WD). Auxiliary aids and services available upon request to individuals with disabilities. 1-800-285-WORK. TTY: 711.



## Adult Education Services Instructor (AESI) Learn to Earn RFP

<b>BIDDING INFORMATION</b>	
<b>Re-Issue Date:</b>	<b>August 15, 2022</b> <del>July 19, 2022</del>
<b>Questions Deadline:</b>	<p><del>July 25, 2022, at 5:00 PM (EST)</del></p> <p><del>All questions should be received in writing via email to <a href="mailto:procurement@detempsol.org">procurement@detempsol.org</a>.</del></p> <p><del>To be properly received, Email Subject line must include:</del></p> <p style="text-align: center;"><del><b>Questions for AESI RFP</b></del></p> <p><del>DESC will provide a response to all companies/individuals that requested an RFP via email upon completion of responses.</del></p>
<b>Response to Questions:</b>	<p><b>Included with RFP Documents</b> <del>July 27, 2022, at 5:00 PM (EST)</del></p> <p>Responses to questions will be available at this link:  <a href="https://www.descmiworks.com/opportunities/rfps-and-rfqs/">https://www.descmiworks.com/opportunities/rfps-and-rfqs/</a></p>
<b>Proposal Due Date:</b>	<p><b>August 22, 2022</b> <del>August 8, 2022 at 5:00 PM (EST)</del></p> <p>Responses must be received electronically by email to:  <a href="mailto:procurement@detempsol.org">procurement@detempsol.org</a>.</p> <ul style="list-style-type: none"> <li>Files submitted via email must not exceed 25 MB. Do not include embedded links to external information in proposal submissions. Links provided in response to this RFP will not be evaluated.</li> <li>To be properly received, <u>Email Subject line must include:</u></li> </ul> <p style="text-align: center;"><b>Response to AESI RFP</b></p> <ul style="list-style-type: none"> <li>Proposal email submissions that include DESC staff will not be accepted.</li> <li>Confirmations of proposals received will be provided within <b>48</b> business hours of receipt.</li> </ul> <p><b>Please note:</b> Allow ample time for submitting your proposal. DESC strongly encourages submitting at least one business day prior to due date above. DESC will not extend the submission deadline due to technical issues or outages.</p> <p><b>DESC WILL NOT ACCEPT PAPER/HARD-COPY OR LATE PROPOSALS.</b></p>
<b>Interviews:</b>	<p><b>Applicants are asked to HOLD: August 29th and August 30th</b></p> <p>DESC will host Interview on an INVITE ONLY basis with those organizations selected as finalists during the review process, as required. All prospective responders should hold dates indicated above. Finalists will be notified by <b>email upon completion of written proposal evaluations</b> regarding presentations (length, location, materials)</p>
<b>Award Notice:</b>	The award notification is planned to be provided by <b>August 31, 2022.</b>
<b>Contract Start Date:</b>	The contract period is scheduled to begin <b>September 1, 2022.</b>



## Adult Education Services Instructor (AESI) Learn to Earn RFP-RI

---

### Contents

<b>I.</b>	<b>INTRODUCTION .....</b>	<b>4</b>
<b>II.</b>	<b>CONFIDENTIALITY .....</b>	<b>5</b>
<b>III.</b>	<b>ORGANIZATION QUALIFICATIONS.....</b>	<b>5</b>
<b>IV.</b>	<b>SCOPE OF WORK.....</b>	<b>5</b>
<b>V.</b>	<b>COOPERATIVE APPLICATIONS .....</b>	<b>6</b>
<b>VI.</b>	<b>AWARD, TERM AND RENEWAL INFORMATION.....</b>	<b>9</b>
<b>VII.</b>	<b>PROPOSAL REQUIREMENTS .....</b>	<b>10</b>
<b>VIII.</b>	<b>RFP PROCESS AND PROCEDURES.....</b>	<b>10</b>



## Adult Education Services Instructor (AESI) Learn to Earn RFP-RI

### I. INTRODUCTION

The Mayor's Workforce Development Board (MWDB) is directly responsible and accountable to the State of Michigan, Labor and Economic Development, Workforce Development (LEO/WD) for the planning and oversight of talent development programs in the City of Detroit. Designated by the MWDB, Detroit Employment Solutions Corporation (DESC) serves as the fiscal and administrative entity that provides workforce services to job seekers and employers. DESC's primary funding streams include Workforce Innovation and Opportunity Act (WIOA), Temporary Assistance to Needy Families (TANF) that funds Michigan's PATH (Partnership. Accountability. Training. Hope.) employment program, Food Assistance Employment and Training (FAE&T), Wagner-Peyser Employment Services (ES), and other public and private funding. DESC anticipates receiving American Rescue Plan Act (ARPA) funding to support contracts as a result of this competitive bid process.

In July 2019, the MWDB and DESC, known collectively as Detroit at Work, launched a re-designed public workforce system. This included expanding from 3 to 9 Career Centers; doubling the number of youth service locations; physical co-location of federally funded programs with a common intake process; a centralized call center that serves as a single point of entry to our system; expansion of technology-enabled and web-based services; and integration of on-site financial coaching services. In addition, one of the most critical components of the new system has been reorienting program delivery through a Human-Centered design lens that puts the customers' needs at the center of service delivery.

Building on the transformative impact of the new system, Detroit at Work launched the People Plan in December of 2020 to raise philanthropic and private funds to support and expand its impact. The People Plan is a focused, scalable strategy by Detroit at Work to ensure all Detroiters – especially Black and Brown Detroiters – have a pathway to the middle class. The People Plan will expand or launch signature initiatives that build skills and provide comprehensive supports using evidence-based methods. The Career Centers and youth service locations serve as the foundation for all initiatives.

On June 29, 2021, Detroit City Council approved the City's high-level plan for ARPA funds. In keeping with federal requirements, potential subrecipients of ARPA funds procured by DESC will be subject to an assessment to determine the capability to manage federal funds. The assessment will include, at minimum, a review of financial statements, policies, and procedure manual.

**DESC is seeking proposals from qualified applicants to provide Adult Education Services for DESC and the MWDB, known collectively as Detroit at Work.** DESC plans to award **at least one** contract for requested services as detailed in this RFP.

A contract resulting from an award of this RFP will be specifically for provision of adult education services provided in the evening, a schedule determined by DESC and the City of Detroit, to coordinate with the learning component of *Learn to Earn* using funding made available under the American Rescue Plan Act (ARPA) of 2021.

DESC plans to award **one (1) contract** for requested services as detailed in this RFP.



## Adult Education Services Instructor (AESI) Learn to Earn RFP

### **II. CONFIDENTIALITY**

DESC will treat as confidential any non-public information that we receive from you in our discussions about the transaction contemplated by your RFP (other than information that we also receive from other, non-confidential sources, or that we independently develop ourselves).

### **III. ORGANIZATION QUALIFICATIONS**

Eligible applicants include non-profit organizations, private for-profit companies, units of local government including community colleges and universities, and faith-based and community organizations.

Small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms are particularly encouraged to apply.

Organizations and individuals are ineligible if they are currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department/agency, or if they are not in compliance with the State of Michigan Department of Revenue or Internal Revenue Service requirements.

Applicants must possess the following:

- All required licenses, bonding, equipment, and identified core personnel necessary to perform the work as required in the RFP;
- Documentation of the business structure (e.g. corporation., LLC, sole proprietor, partnership, etc.) you have registered to conduct business; and
- Personnel policies and procedures demonstrating compliance with Equal Employment Opportunities requirements, Americans with Disability Act, and Drug Free Workplace and Byrd Anti-Lobbying Act.

Applicants must assure the ability to comply with all applicable laws and regulations, as well as the nondiscrimination and equal opportunity provisions of 29 C.F.R. § 38.25, if awarded a contract and remain in compliance for the duration of the award.

Applicants must be financially and operationally stable and must possess sufficient scale in terms of staff and other resources to support DESC throughout the term of a contract, if awarded as a result of this RFP.

- a) If a contract is awarded as a result of this RFP, Applicants must be able to comply with insurance requirements, as necessary based on the nature of the particular contract. Required coverage may include: Commercial General Liability Policy (A \$3,000,000 per occurrence) with the following coverages:
- Broad form property damage
  - Premises/Operations
  - Independent Contractors
  - (Blanket) Broad form Contractual



## Adult Education Services Instructor (AESI) Learn to Earn RFP

- Personal Injury
- b) Workers' compensation insurance, as required by law,
- c) \$1,000,000 combined single limit automobile liability insurance, including hired and leased vehicles, owned and non-owned autos, and "no fault" coverage,
- d) Errors and omissions liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 dollars aggregate,

**To be considered for an award for this service, the proposing organization or individual must meet the following qualification:**

Applicant must have at least **three (3) years** of experience providing adult education services to job seekers facing barriers to employment.

### IV. SCOPE OF WORK

#### A. Overview of Learn to Earn

In 2020, Detroit at Work sought to significantly increase the number of adult Detroit residents with a high school diploma or GED to enable them to access post-secondary training required for middle class jobs and careers. Mayor Duggan first announced the Learn to Earn program at the 2020 State of the City address and the program later launched in July 2020. The program is open to Detroit adult residents who start with an academic proficiency level at or above 8th grade and are at least 3 years past what should have been their high school graduation date.

Learn to Earn provides adult students with a stipend of up to \$200 per week for up to 6 months to enable them to dedicate time to the program. Some students may receive an extension if warranted. Without financial assistance, many Detroiters face an impossible choice between educational attainment and supporting their families. Those who work full time or even a 2nd or 3rd job are unable to earn their GED or diploma in an accelerated manner. Not surprisingly, most students take 2 or more years to complete a traditional program and retention rates are low.

Learn to Earn integrates academic skill building with career navigation and career coaching services. Detroit at Work Career Center staff provide intake for the program and establish an individual career plan with all enrolled participants. Participants continue to work with their career coach to access supportive services such as help with transportation or childcare. After earning their GED or diploma, Detroit at Work provides assistance enrolling into a post-secondary training program and/or obtaining employment.

DESC is seeking education providers that can help us transform the way we provide and facilitate adult education services in the City of Detroit. We seek applicants that can help us achieve the goals of the Learn to Earn program: breaking intergenerational poverty and putting jobseekers on a pathway to the middle class. Applicant can help in the achievement of these goals by 1) building the academic skills of Detroit residents over two years, equipping them with their high school credentials, and 2) increasing residential employment, improving economic mobility, and reducing the poverty rate.

The primary objective of Learn to Earn adult education programming is to equip graduates with the skills, credentials, or certificates needed for better employment. DESC seeks adult education providers that can



## Adult Education Services Instructor (AESI) Learn to Earn RFP

assist individuals starting at the 5<sup>th</sup> grade functioning level or higher earn their high school diploma or GED within the time frame of one year. DESC also seeks adult education providers that can help participants achieve EFL gains required for successful participation in GED.

### **B. Learn to Earn Adult Education - Evening Program**

DESC seeks to implement an **evening program** adult education program that increases participant Education Functional Levels (EFL) and results in an HSD or equivalent (e.g. GED certificate) Program is expected to begin September 2022 and conclude June 2023.

Scheduling will be determined by DESC. in consultation with the awardee as a result of this RFP. Education services will be provided five (5) days of week in the evening spanning a timeframe of 2pm – 8pm EST. New enrollees will be inserted into programs on a weekly basis, dependent on recruitment efforts of eligible and interested candidates.

by this

Awardee(s) of this RFP will encourage participants who achieve their diploma or GED to continue in the program and advance to occupational training or other post-secondary training, circumstances and schedule permitting.

DESC anticipates three (3) types of education programs, to meet the needs of job seekers based on individual learning plans. Enrollees may be instructed in the same classroom, if differentiated instruction is feasible:

1. **Adult Education** – Programs designed for adult learners with an initial CASAS assessment above 5<sup>th</sup> grade but below the minimum level for occupational training or secondary credential instruction. The minimum level for occupational training will vary between programs, but applicants should except the range of minimums across all occupational training programs to span 6<sup>th</sup> grade to 10<sup>th</sup> grade.
2. **HSD Completion** – Programs designed for adult learners who do not have a high school diploma or equivalent and are eligible to earn a high school diploma by completing missing Michigan Merit credits within the targeted Learn to Earn timeframe of one year.
3. **General Education Development** – Programs designed for adult learners who do not have a high school diploma or equivalent and are either not eligible for HSD completion or who choose to pursue a GED or other HSD equivalent.

DESC anticipates providers will utilize homework or other supplements to direct instruction. This may include activities like online independent study lessons or recorded videos that will be completed outside of classroom/individual instruction. Due to the paid nature of the Learn to Earn education programming, all time spent by students in activities completed outside of direct instruction must be tracked or otherwise accounted for by the Learn to Earn education providers. One potential method would be the allocation of time to assignments or activities prior to completion.

### **A. Desired Program Elements: English as Second Language (ESL)**

ESL instruction is not a requirement, but in anticipation of enrollees requiring ESL instruction, DESC is interested in Applicants that can provide ESL instructional services.a desired service DESC is interested in providing enrollees, in addition to services described in this RFP.



## Adult Education Services Instructor (AESI) Learn to Earn RFP

Awarded applicants with this capability (not a requirement) may also provide the following services:

1. Provide English as a 2<sup>nd</sup> language instruction to new learners at a specified site as determined by DESC.

### **B. Program Requirements**

Contractors awarded as a result of this RFP must meet the following required elements:

1. Utilize CASAS assessments tools for pre and post testing.
2. Provide education instructional services that result in measurable skill gain and, as appropriate, an HSD or equivalent.
3. Provide participants with a syllabus of expected requirements for successful completion.
4. Provide instruction five (5) days per week, with instruction and related activities that engage job seekers for approximately 20 hours per week.
5. The assignment, estimation and recording or accounting for of participant time spent on education related activities outside of classroom or individual instruction will be done in a systematic, documented manner, subject to the prior approval of DESC.
6. Include evidence-based and effective methods for teaching adults, whether that is differentiated instruction, project-based learning, hands-on learning, hybrid virtual, in-person and homework, etc.
7. An appropriate student-to-teacher ratio is maintained during all classroom or direct instruction time.
8. Instructors are qualified to conduct the work required and possess applicable state or professional licenses.
9. Structure and pace lessons and educational instruction to an individual participant's academic levels, English language proficiency, work history, education experience, and home situation.

### **C. Other Requirements**

Contractors awarded as a result of this RFP must also meet the following requirements:

2. Provide accessible educational services to program participants, who may face barriers including but not limited to (childcare, transportation, digital access/literacy).
3. Participate with DESC's Monitoring and Audit activities.
4. Provide student outcomes and progress on a schedule and format as determined by DESC.
5. Adhere to DESC's guidelines for marketing, branding and recruitment.
6. Participate in evaluations of ARPA-funded programs and initiatives instituted by the federal government.
7. Participate in evaluations conducted by a DESC- approved 3rd party contractor.



## Adult Education Services Instructor (AESI) Learn to Earn RFP

### C. Expected Outcomes/Performance Measures

To be successful, providers are expected to achieve the below performance measures:

1. 80% of enrollees achieve measurable skills gain, according to pre and post tests
2. 60% of Adult Basic Education enrollees progress to receiving a GED or High School Diploma

### V. COOPERATIVE APPLICATIONS

If two or more organizations plan to share responsibility for carrying out the main work of the grant, then those organizations may partner as co-grantees with one organization being designated as the "lead". However, each organization will be equally responsible for the performance and financial obligations. This relationship need not result in a new legal entity being formed, but some form of a contractual relationship must be documented and submitted that reflects the roles and responsibilities of the party.

If one organization will be responsible for the overall work of the grant, with other organizations performing separate and distinct functions to serve or aid that principal effort, then such other organizations must be procured by the prospective applicant as a subgrantee or subcontractor.

**Subcontractors and subgrantees cannot be identified in a bid proposal response or bid proposal budget unless they were competitively procured for the intended purpose prior to the submission of the bid/proposal.** The prospective applicant must ensure that the identified parties were properly procured, or the proposal must be rejected.

All professional qualifications required of the primary provider must also be met by any subcontractors, and these qualifications must be described in the proposal.

#### DEFINITIONS

**[Grantees]** Grantees are defined as "a recipient of funds under a grant or grant agreement. Synonymous with 'Recipient'.

**[Sub-grantees]** Sub-grantee is synonymous with sub-recipient which means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.

**[Sub-contractors]** A sub-contractor is a vendor that provides goods or services to the contractor.

(Please note: DESC's procurement policy follows the guidelines set forth in the Workforce Development Agency, PI 19-30. Please see [https://www.michigan.gov/documents/leo/PI-19-30\\_Procurement\\_669923\\_7.pdf](https://www.michigan.gov/documents/leo/PI-19-30_Procurement_669923_7.pdf) for more information. DESC's procurement guidelines will also follow guidance as set forth by the Grantor supporting contracted services as a result of this competitive bid process.

### VI. AWARD, TERM AND RENEWAL INFORMATION

If a contract is awarded as a result of this RFP, it will be a one (1)-year **vendor-based** Contract.

**The period of performance will be for a minimum of twelve (12) months and will not be earlier**



## Adult Education Services Instructor (AESI) Learn to Earn RFP

than August 22, 2022 or later than August 21, 2023.

Award amounts will be determined solely at DESC's discretion after review and evaluation of the proposals. If more than one contract is awarded pursuant to this RFP, the applicant acknowledges and understands that contract award amounts may differ between vendors and that the determination is made at DESC's sole discretion.

**Based on performance during the initial contract period and contingent upon availability of funds, contracts may be extended for three (3) one-year (1) renewal options.** Any renewal option exercised under this contract is effective only after approval by the DESC Board of Directors and/or the President, as required.

In the event that additional funds become available, DESC reserves the right to use such funds to select additional providers from proposal applications received in response to this RFP. If no funds or insufficient funds are appropriated to DESC, or if funding is otherwise unavailable during the period of payment due under the contract, then DESC, upon written notice to the vendor, shall have the right to amend or terminate the contract without any penalty or expense to DESC.

### VII. PROPOSAL REQUIREMENTS

Accuracy and Completeness of Information: All information pertaining to the prospective applicant's approach in meeting the requirements of the RFP shall be organized and presented in the prospective applicant's proposal. The instructions contained in this RFP must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all applicants are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

**Ambiguous or inaccurate budget information is a basis for proposal disqualification.**

### VIII. RFP PROCESS AND PROCEDURES

#### A. Questions, Question Deadline and Responses to Questions

Should a vendor have any questions about this RFP or be in doubt as to the true meaning of any portion of this RFP or find any patent ambiguity, inconsistency, or omission herein, the prospective vendor must make a written request for an official interpretation or correction.

Prospective vendors are advised that no oral interpretation, information, or instructions provided by an officer or employee of DESC shall be binding upon DESC. DESC will only honor questions submitted in writing.

**A response to questions are included with the re-issued RFP documents.** ~~All questions regarding the RFP shall be received by email no later than July 25, 2022 at 5:00 PM (EST) to [procurement@detempsol.org](mailto:procurement@detempsol.org).~~

~~To be properly received, Email Subject line must include Questions for AESI RFP~~

~~Responses to questions will be available by July 27, 2022 at 5:00 PM (EST) and available at this link: <https://www.descmiworks.com/opportunities/rfps-and-rfq/>~~



## Adult Education Services Instructor (AESI) Learn to Earn RFP

DESC does not guarantee a response to questions received after the question deadline. NO TELEPHONE CALLS WILL BE ACCEPTED.

**ALL INQUIRIES MUST BE VIA EMAIL** at [procurement@detempsol.org](mailto:procurement@detempsol.org) .

### B. Preparation of Proposals

DESC reserves the right to reject proposals that do not meet these requirements and they may not be evaluated. Do not include embedded links to external information in proposal submissions. Links provided in response to this RFP will not be evaluated. Applicants must provide written notice in the proposal of intent to take exception to any requirements of the RFP. Such exceptions may reflect negatively on the evaluation of the proposal. This information must be provided for all entities identified as co-grantees in the proposal.

1. **Table of Contents** (listing all documents submitted for response to this RFP)
2. **Form 1 AESI RFP Proposal Response (PDF)** must be completed and submitted to provide a response to this RFP.

Form Completion and Page Limits for the RFP response:

**Applicant response should be contained in the form field space provided. Form field responses that exceed field boundaries will not be evaluated.**

Applicant proposals are limited to Form 1 pages; as formatted. Attachments should be typed, legible, of good copy and quality. Handwritten proposals will not be evaluated. Do not include embedded links to external information in proposal submissions. Links to external information provided in response to this RFP will not be evaluated.

Page limits do not apply to financial documents, price proposal, subgrantee and/or subcontractor agreement documents or required attachments (exhibits, resumes, organizational charts, etc.).

3. **Financial Fit and Capacity** section of the proposal response must be composed in a separate document and submitted as an attachment with RFP proposal response. **Include Financial Fit in the attachment's title.** Acceptable file formats are MS Word, MS Excel or PDF.

**Financial Fit and Capacity response must be provided for all parties identified as co-grantees in the proposal.**

***Note: any applicants and/or proposed co-grantees, subcontractors or other partners deemed by DESC or funder to be financially insolvent are subject to disqualification. A contract may not be awarded without a "Pass" determination of Financial Fit and Capacity as it relates to this RFP.***



## Adult Education Services Instructor (AESI) Learn to Earn RFP

Applicants shall provide **one (1)** of the following options to determine financial fit and capacity necessary to support DESC throughout the term of a contract, if awarded as a result of this RFP.

Options	Statement	Years:		
<b>1</b>	Balance Sheet and Income Statement	2021	2020	2019
<b>2</b>	Tax Returns	2021	2020	2019
<b>3</b>	Audited financial statement *	2021	2020	2019

\* Required if the agency has more than \$750,000 or greater in federal funds.

**Note:** Provide a summary explanation if financial information cannot be provided from options stated above.

#### 4. DESC Cover Sheet (Form A).

This document must be submitted as a separate attachment with RFP proposal response. Template is included as an attachment with this RFP. **This document must be signed and submitted as a separate attachment with RFP proposal response.** Form A must detail the full legal name and business address of the prospective subrecipient, including a street address if different from the mailing address, and must be signed and dated by the person or persons authorized to bind the prospective subrecipient. **A Separate cover sheet (Form A) is required for each co-grantee, detailed in the response.**

#### 5. Representations and Certifications

This document must be submitted as a separate attachment with RFP proposal response. Template is included as an attachment with this RFP. Provide as applicable below.

If registered with [www.SAM.gov](http://www.SAM.gov), provide Representations and Certifications Report; otherwise; If not registered with SAM.gov, complete and provide DESC Representations and Certifications for RFP Offerors as provided in this RFP. **This information must be provided for all entities identified as co-grantees in the proposal.**

6. **Co-Grantee Agreements.** If two or more applicants are submitting a proposal as co-grantees, response must include Memorandum of Understanding (MOU) that clearly outlines the roles and responsibilities of each partner. MOU must state that all co-grantees are equally responsible for performance and financial obligations and signed by authorized Agents of each entity. Agreement must be included with Attachments as described below. Acceptable file formats are MS Word or PDF. Agreement response must be composed in a separate document and **include MOU Agreement** in the title of the file.

#### 7. Subgrantee and/or subcontractor agreements section (if applicable)

Subgrantee and/or subcontractors that will receive funds as a result of this competitive bid process must be procured. For each subgrantee or subcontractors identified in the RFP response, the



## Adult Education Services Instructor (AESI) Learn to Earn RFP

following documentation must be provided:

- a) RFP/Q Solicitation detailing issue and response dates.
- b) Bid list or copy of the advertisement.
- c) Awarded Applicant(s) response.
- d) The summary document listing all respondents and scores/rankings.

Agreement response must be composed in a separate document and **include Subgrantee Agreement in the attachment's title**. Acceptable file formats are MS Word or PDF. **This information must be provided for all entities identified as co-grantees in the proposal.**

8. **Consolidated Affidavits (Exhibit E).** This document must be submitted as a separate attachment with RFP proposal response and **include Exhibit E in the attachment's title**. This information is required for all co-grantees, subgrantees and subcontractors expected to receive funding as a result of this RFP.
9. **Non-Collusion Affidavit with Conflict of Interest (Exhibit F).** This document must be submitted as a separate attachment with RFP proposal response and **include Exhibit F in the attachment's title**. This information is required for all co-grantees, subgrantees and subcontractors expected to receive funding as a result of this RFP.
10. **City of Detroit Accounts Receivable Clearance.** This document should be submitted as a separate attachment with RFP proposal response and **include AR Clearance in the attachment's title**. This information is required for all co-grantees, subgrantees and subcontractors expected to receive funding as a result of this RFP.

If Applicant is unable to provide an approved Accounts Receivable Clearance from the City of Detroit, upon bid submission, Applicant should provide a statement indicating that an application has been submitted to the city of Detroit and a determination is pending. This document must be titled 'City of Detroit Accounts Receivable Statement' and submitted as a separate attachment with RFP proposal response. **Please contact the City of Detroit for assistance related to this requirement, as needed.**

Contractors (individuals, businesses, Co-Grantees, or Subcontractors) cannot be awarded a contract and are not authorized to perform services, as a result of this competitive bid process, if in arrears to the City upon debt or contract or has defaulted as a surety or upon any obligation to the City.

11. **City of Detroit Income Tax Clearance.** Applicants in response to this RFP should provide an approved Income Tax Clearance from the City of Detroit. This document must be submitted as a separate attachment with RFP proposal response and **include Tax Clearance in the attachment's title**. **Please contact the City of Detroit for assistance related to this requirement, as needed.**

If Applicant is unable to provide an approved Income Tax Clearance from the City of Detroit, upon bid submission, Applicant should provide a statement indicating that an application has been submitted to the city of Detroit and a determination is pending. This document must be titled 'City of Detroit Income Tax Statement' and submitted as a separate attachment with RFP proposal response.



## Adult Education Services Instructor (AESI) Learn to Earn RFP

*An approved Income Tax Clearance states that an individual, business or subcontractor seeking employment or contracts with the City of Detroit has complied with all the provisions of the City Income Tax Ordinance.*

*Contractors (individuals, businesses, Co-Grantees, or Subcontractors) cannot be awarded a contract and are not authorized to perform services, as a result of this competitive bid process, until they are in compliance with the City Income Tax Ordinance.*

### C. Changes in Proposal Requirements

DESC may make changes to the requirements of this RFP as it deems necessary. Such changes will be in writing, issued by DESC and will be publicized or sent to applicants who have formally identified themselves as a potential vendor. If changes are made, DESC may, at its discretion, extend the time allowed for submission of proposals.

### D. Submittal Information

Prospective vendors shall submit their proposals in the following order and must contain the elements listed below, including all applicable attachments.

1. **Table of Contents**
2. **Form 1 AESI RFP Proposal Response (PDF)**, required
3. **Financial Fit/Capacity**, required
4. **DESC Cover Sheet (Form A)**, required
5. **Representation and Certifications**, required
6. **Co-Grantee Agreements**. (if applicable)
7. **Subgrantee and/or subcontractor Agreements** (if applicable)
8. **Consolidated Affidavits (Exhibit E)**, required
9. **Non-Collusion Affidavit with Conflict of Interest (Exhibit F)**, required
10. **City of Detroit Accounts Receivable Clearance**, required
11. **City of Detroit Income Tax Clearance**, required

### E. Submittal Instructions

1. Proposals must be received electronically on or prior to the exact date and time detailed herein.
2. Attachments should be typed (not handwritten), of good copy, quality, and legible.
3. Do not include embedded links to external information in proposal submissions. Links to external information provided in response to this RFP will not be evaluated.
4. Responses must be received no later than **August 22, 2022 at 5:00 PM (EST) by Email to: [Procurement@detempsol.org](mailto:Procurement@detempsol.org)**. Files submitted via email must not exceed 25 MB.
5. To be properly received, Email Subject line must include **Response to AESI RFP**



## Adult Education Services Instructor (AESI) Learn to Earn RFP

6. **Important Note:** Allow ample time for submitting your proposal. DESC strongly encourages submitting at least one business day prior to due date above. DESC will not extend the submission deadline due to technical issues or outages.

Due to the nature of this solicitation, proposal email submissions that include DESC staff will not be accepted. Confirmations of proposals received will be provided within 48 business hours of receipt.

### **DESC WILL NOT ACCEPT PAPER / HARD-COPY OR LATE PROPOSALS.**

#### **F. Changes in Facts**

Applicants shall advise DESC during the time the proposal is open for consideration of any changes in the principal officers, organization, the financial ability of, or any other facts presented in the proposal with respect to the applicant or the proposal immediately upon occurrence.

#### **G. Communications**

Applicants must submit all inquiries related to this RFP in writing to [procurement@detempsol.org](mailto:procurement@detempsol.org). Due to the competitive nature of this procurement, prospective applicants should refrain from communicating with DESC staff or stakeholders regarding elements of this procurement opportunity. Individualized technical assistance is not available to assist in completing a response to this RFP. DESC reserves the right to disqualify an Applicant's proposal from evaluation for failure to comply with requirements of this RFP.

#### **H. Evaluation Procedures, Oral Presentations, and Site Inspections**

Following the receipt of the applicant's proposal, a DESC designated evaluation committee will evaluate each response. All proposals which meet the required format of this RFP will be evaluated. Any proposal determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless DESC determines, at its sole discretion, that noncompliance is not substantial or that an alternative proposal by the prospective vendor is acceptable.

DESC reserves the right to request additional information to amplify, clarify, or support proposals. DESC also reserves the right, at its own discretion, to request oral presentations regarding proposals received in response to the RFP. Failure to make an oral presentation after one is requested by DESC will be grounds for rejection of your proposal.

Applicants will be notified by DESC of the date, time and location for any pre-award survey, site inspection, or oral presentation, if one is requested. A final determination will be made by DESC after any pre-award survey, site inspection, or oral presentations are completed.

Applicant programs will be evaluated in accordance with the criteria listed below. Please note, only finalists will be invited for an oral presentation, as required. DESC reserves the right to award or reject funding for a proposal. Decisions regarding applicant proposals are the final determination of DESC.



## Adult Education Services Instructor (AESI) Learn to Earn RFP

CATEGORY	MAXIMUM POINTS POSSIBLE
<b>Form 1</b>	
Section 1: Program Summary	<b>15</b>
Section 2: Program Detail	<b>35</b>
Section 3: Applicant Capacity	<b>20</b>
Section 4: Past Performance	<b>15</b>
Section 5: Price Proposal	<b>15</b>
<b>Financial Fit/Capacity</b>	<b>Pass/Fail</b>
<b>TOTAL MAXIMUM POINTS – WRITTEN PROPOSAL</b>	<b>100</b>

### I. Pre-Award Termination of RFP process

DESC in conjunction with the MWDB reserves the right to cancel this RFP in part or in its entirety, to accept or reject any or all proposals received, to waive any non-conformity, to re-advertise for proposals, or withhold the award for any reason DESC determines, and to take any other appropriate action regarding this RFP that is in the best interest of DESC.

DESC reserves the right to negotiate with all qualified entities. This RFP does not commit the MWDB or DESC to award a contract, to pay any costs incurred in the preparation of a proposal under this request, or to procure or contract for services.

### J. Requests for Feedback and Information

A request for information related to this request for proposals can be made in writing via email to [procurement@detempsol.org](mailto:procurement@detempsol.org). Include FOIA Request in the subject line. Describe the records you seek and the format (hard copy or electronic). Provide Requestor's name, email address, physical street address and contact phone number.

### K. Contract Negotiations/Stipulations

The RFP is competitive. Each proposal should be submitted in the most favorable terms that the prospective vendor can submit from a technical and price standpoint. The offer is subject to negotiation, but costs cannot increase during contract negotiation unless required by DESC.

All contracts with DESC in excess of \$10,000 are subject to termination for cause, and for convenience by DESC. DESC will not enter into a contract with any person or entity that has been debarred or suspended from contracting with any Federal or State governmental unit. All prospective vendors must accept DESC's contract boilerplate language or have a negotiated revision to said language on file with the DESC. DESC's standard contract provisions can be provided upon request.

DESC has the right to terminate the negotiation process, at any time for default, or for convenience, at the sole discretion of DESC.



## Adult Education Services Instructor (AESI) Learn to Earn RFP

### **L. Contract Approval**

Upon award of a contract, pursuant to this RFP, DESC and the applicant shall execute a contract that shall contain all contractual terms and conditions in a form provided by DESC. No contract shall become effective until the contract has been approved and executed by DESC. Prior to the completion of this approval process, the vendor shall have no authority to begin work under the contract. The Chief Financial Officer of DESC shall not authorize any payments to the vendor prior to such approvals; nor shall DESC incur any liability to reimburse the vendor regarding any expenditure for the purchase of materials or the payment of services.

### **M. DESC Performance Monitoring and Evaluation Procedures**

DESC may conduct periodic monitoring and evaluation of all vendors to determine contractual compliance relative to funding requirements and guidelines, performance outcomes, quality of operation, and/or customer service. Based on the results of the evaluation or monitoring efforts, DESC may request performance improvement plans. In instances of significant performance or compliance deficiencies, DESC may place the contractor on a corrective action plan.

### **N. Modification of Services and Funding**

DESC reserves the right to modify the services provided by vendors awarded a contract during the contract period. Any modification and resulting changes in pricing shall be made by amendment to the contract and the vendor and DESC.

DESC also reserves the right to decrease or increase contract amounts during the life of the contract, based on the utilization of funds, vendor performance, and the availability of funds, or as further described in the contract.

Any individual/organization applying under this RFP must be willing to adapt its proposal to specific funding guidelines or changes in DESC's, state, or federal regulations or policies.

Prospective vendors may be required to submit cost, technical, or other revisions of their proposal that may result from negotiations.

### **O. Terms and Conditions**

The successful applicant will be expected to enter into a contract with DESC which will contain the Terms and Conditions outlined in a separate document that can be found on DESC's website at <https://www.descmiworks.com/about-us/work-with-us-rfps-rfqs/>. Additional terms and conditions include:

#### Office of the Attorney General

In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.

This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.

A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City



## Adult Education Services Instructor (AESI) Learn to Earn RFP

Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

For purposes of this Article<sup>1</sup>

### Board of Ethics

In accordance with Section 2-106.10 of the City Charter, it is the duty of every Public Servant, the Contractor and subcontractors, if any to cooperate with the Board of Ethics in any investigation.

Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

The Contractor acknowledges that it is subject to debarment or any other applicable penalty, if the Contractor willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony.

---

<sup>1</sup> "Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.