



**ADMINISTRATIVE OFFICE**

Area Community Services  
Employment & Training Council  
1550 Leonard NE  
Grand Rapids, MI 49505  
(616) 336-4100

**SERVICE CENTERS**

**Allegan County**

3255 122nd Ave  
Allegan, MI 49010  
(269) 686-5079

220 East Main St  
Fennville, MI 49408  
(269) 561-2001

**Barry County**

136 E State St  
Hastings, MI 49058  
(616) 649-9850

**Ionia County**

301 W Main St  
Ionia, MI 48846  
(616) 389-8525

**Kent County**

121 Franklin SE  
Grand Rapids, MI 49507  
(616) 336-4040

215 Straight Ave NW  
Grand Rapids, MI 49504  
(616) 336-4460

10075 Northland Dr NE  
Rockford, MI 49341  
(616) 228-6724

**Montcalm County**

114 S Greenville W Dr  
Greenville, MI 48838  
(616) 754-3611

**Muskegon County**

316 Morris Ave  
Muskegon, MI 49440  
(231) 724-6381

**Ottawa County**

121 Clover St  
Holland, MI 49423  
(616) 396-2154

**RFP 18-0010**  
**REQUEST FOR PROPOSALS FOR**  
**UNCONSCIOUS BIAS TRAINING PARTNER**  
**FOR HIREREACH**

**Proposals are due:**

**Monday, December 10, 2018**

*West Michigan Works! is a division of ACSET, an equal opportunity employer/program, and a proud partner of the American Job Center network. Auxiliary aids and services are available upon request to individuals with disabilities.*

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Attachment C Iran Economic Sanctions Act Certification

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## **I. Statement of Need**

West Michigan Works!(WMW), a division of the Area Community Services Employment and Training Council (ACSET) is seeking a vendor to partner with the HireReach team to plan the delivery of unconscious bias trainings for the HireReach Community of Practice (CoP) employers, including both CoP participants and additional designated staff from the 20-24 organizations.

### **Background:**

Talent 2025 and WMW have collaborated to create HireReach, a three- year initiative designed to help West Michigan employers meet their talent demands using an evidence-based selection process. Evidence-based selection is a fair, objective, data-driven strategy that helps organizations make better hiring decisions. It's proven to improve quality of hire, reduce first-year turnover, and increase workforce diversity.

This leading practice was developed for Mercy Health in 2010. The health system implemented an evidence-based selection to improve talent acquisition. The process evaluated candidates holistically, targeting skills relevant to each job and reducing the potential for unconscious bias. After hiring over 10,000 candidates using the process for the past eight years, Mercy Health reports significant decreases in turnover and increases in workforce diversity.

Focusing on entry level and middle-skill jobs, HireReach is designed to replicate Mercy Health's diversity and retention results at other West Michigan employers across various industry sectors. Participating employers will benefit from a Community of Practice (CoP), on-site consulting, and access to essential subject matter experts as they implement the essential elements of an evidence-based selection process. The CoP will have two cohorts of 10-12 employers, one starting January 2019 and the second in 2020. Participating employers will meet monthly for: training with experts, peer-to-peer sharing, interactive learning and development, and support for selection process design.

## **II. Deliverables**

At a minimum, the following deliverables must be met:

1. Work collaboratively with the HireReach Project Team to design curriculum for one session of the HireReach CoP. Activities include:
  - Attend curriculum development working sessions.
  - Provide subject matter expertise to support curriculum, participant implementation guide content, and CoP worksheet development.

- Produce content related to supporting workforce diversity and mitigating unconscious bias for the Inclusive Culture session of the CoP.
- 2. Provide a recommendation to the HireReach team for training employees at CoP member employers. Refine plan in collaboration with the HireReach team.
  - Create and recommend a plan for providing unconscious bias training for employees at the CoP employers. The training will be provided to all employees who are involved in the selection process for job families utilizing evidence-based selection at the CoP member employers
- 3. Provide a recommendation to the HireReach team for an expanded training program at 3-5 employers per CoP Cohort. Refine plan in collaboration with the HireReach team.
- 4. Participate in one session per year of HireReach CoP to support delivery of CoP curriculum content referenced above.
- 5. Plan and provide unconscious bias training to CoP member employers.
  - Deliver unconscious bias training. CoP Cohort One training to occur March-December 2019. CoP Cohort Two training to occur March-December 2020.
- 6. Plan and provide expanded unconscious bias training to 3-5 employers per CoP Cohort.
  - Deliver expanded unconscious bias training. CoP Cohort One training to occur March-December 2019. CoP Cohort Two training to occur March-December 2020
- 7. Training must include some elements of the socio-economic class implications on behaviors and train managers how to address these issues empathetically and developmentally rather than judgmentally.

### III. **General Proposal Stipulations**

- A. **Sub-contractors:** ACSET must approve, in writing, a Proposer's use of any subcontractors prior to the commencement of work by such subcontractor(s).
- B. **Contract Award:** ACSET reserves the right to award contract(s) in a manner deemed to be in the best interest of ACSET. This RFP does not commit ACSET to award a contract or to contract for services. ACSET reserves the right to accept or reject any or all proposals received as a result of this solicitation or to negotiate with all qualified sources if it is in the best interest of ACSET to do so. ACSET may require the proposing agency to participate in negotiations and to submit any price, technical, or other revisions of their proposals as may result from negotiations.
- C. **Term:** The term of the contract resulting from this proposal will be 1/1/2019 through 12/31/2020.

- D. **Amendment or Cancellation of the RFP:** ACSET reserves the right to cancel, amend, modify or otherwise change this RFP at any time, if deemed in the best interest of ACSET to do so. Further, ACSET, at its option, may seek the retraction and/or clarification of any discrepancy or contradiction that may be discovered during the proposal review process.
- E. **Erroneous Awards:** ACSET reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract, and subsequently awarding said contract to another Proposer. Such action on the part of ACSET shall not constitute a breach of contract.
- F. **Indemnification:** Organizations or agencies submitting a proposal must be willing to sign a contract which will provide a full indemnification and hold ACSET or its governing bodies harmless of any liability arising from or out of the provision of goods or services by the contracting agency. The contract will include a full statement of responsibility for reimbursing ACSET for any costs or expenditures which are disallowed in an audit, or for any other claims which might be made against ACSET arising from the acts or omissions of the Contractor.
- G. **Termination for Convenience (TFC):** ACSET may terminate any contract(s) awarded pursuant to this RFP for convenience (TFC), which is an express termination right, in whole or in part, if ACSET determines that cancellation is in ACSET's best interest. ACSET will not be liable for any anticipatory profit in the event of a TFC. Reasons for termination will be left to the sole discretion of ACSET.
- H. **Proposal Expenses:** Proposers are responsible for all costs and expenses incurred in the preparation and/or presentation of proposals.
- I. **Ownership of Proposals:** All proposals shall become the sole property of ACSET and will not be returned. All of the information contained in a proposal submitted in response to this RFP is subject to the provisions of the Freedom of Information Act (FOIA), Section 15.231 et seq. of the Michigan Compiled Laws. In accordance with FOIA, proposals maintained or kept on file by ACSET are public records and, after the deadline for submission of proposals, every person has a right to inspect such records and receive a copy of such records, except as exempted under other applicable federal or state laws.
- J. **Final Decision:** Any decision made by ACSET, including the selection of a proposal, shall be final.

K. **Insurance:** The Proposer must have in effect, or agree to purchase, prior to the commencement of services, and maintain for the duration of any agreement that ACSET and the Proposer may enter into:

1. Commercial General Liability Insurance: On an "Occurrence Basis" with limits of liability not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: A) Contractual Liability, B) Products and Completed Operations.
2. Workers' Compensation including Employer's Liability Coverage: \$100,000 each accident, \$500,000 annual aggregate, in accordance with applicable Michigan law.
3. Errors and Omissions/Professional Liability: With limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the annual aggregate.
4. Cyber Liability: With limits no less than One Million Dollars (\$1,000,000) per occurrence.

In addition, Proposer shall include the following as Additional Insured: The Area Community Services Employment and Training Council, including its elected and appointed officials, employees and volunteers.

L. **Supplemental Agency Information and Certifications:** Prior to contracting with any organization, ACSET requires pre-certification of the Proposer's ability to comply with State and Federal regulations in the following areas:

1. ACSET Vendor Certification Information Sheet: All Proposers must complete and sign the information sheet contained in Attachment B regarding Equal Opportunity.
2. Iran Economic Sanctions Act Certification: All Proposers must complete the certification found in Attachment C.
3. Legal Status: All Proposers must include the following information in their proposal:

(a) Corporations (Profit or Non-Profit)

- 1) Articles of incorporation, together with any amendments
- 2) Current bylaws
- 3) Evidence of authority to execute contracts
- 4) Other documents of legal status such as license for training institutions and Internal Revenue Service forms for tax status

- (b) Limited Liability Company (LLC)
  - 1) Articles of Organization
  - 2) Evidence of authority to execute contracts
- (c) Co-partnership
  - 1) Partnership Agreement
  - 2) Evidence of authority to execute contracts
- (d) Limited Partnership
  - 1) Certificate of limited partnership
  - 2) Evidence of authority to execute contracts

#### **IV. Proposal Submission**

##### **A. Project Approach**

Describe your organization and the process it will utilize to deliver the services and how those services align with the HireReach initiative. Include the following:

1. A brief summary of your organization including size and structure.
2. Qualifications, background and experience in the subject matter of unconscious bias of any staff to be assigned to the project.
3. Overall scope of work and project approach including techniques, approaches and methods to be used in providing the deliverables outlined in the RFP.
4. Provide references from employers who have received unconscious bias training from your organization.

##### **B. Experience**

Describe your organization's prior experience with providing the type of goods and/or services requested.

##### **C. Pricing**

Please provide a detailed budget for the project with a breakdown of costs by separate line items which include:

Total Cost

- Cost per training event
- Cost per employee trained
- Approximate hourly rate
- Additional costs by line item

- ##### **D. Be sure to include all Attachments and any documentation asked for in Section III (L).**

E. Evaluation

All proposals will be reviewed, evaluated and rated based on the criteria listed on the rating sheet found in Attachment D.

**V. Proposal Schedule**

To be considered for this project, proposals must be received by ACSET no later than 4:00 p.m. on Monday, December 10, 2018. Proposals must be sent by U.S. mail, FedEx, UPS or hand delivered to:

Stacy Bush  
Procurement Manager  
316 Morris Ave. Ste. 300  
Muskegon, MI 49440

The Proposer must submit One (1) copy of the proposal and the proposal must bear the original signature of the principal officer of the organization submitting the proposal.

Proposals will not be accepted by ACSET after the time specified above. Faxed and emailed proposals will not be accepted. Proposals sent through the mail and received by ACSET after the deadline, regardless of the postmark, will be returned to the sender.

Any questions regarding this proposal may be directed to Stacy Bush, Procurement Manager, via e-mail at [sbush@westmiworks.org](mailto:sbush@westmiworks.org) until 11/28/18.

All addenda and answers to any questions to this proposal will be posted on our website, [www.westmiworks.org](http://www.westmiworks.org). Be sure to check the website before sending your proposal for any additional information that may have been posted.

**VI. Appeal Process**

A. Notification of award will be communicated in writing to all organizations and businesses submitting proposals. The notification of the award shall be presumed to have been received three (3) days after mailing upon which mail is regularly delivered. A Proposer has two (2) business days from notification of award to make an appeal (ACSET may waive the 2-business day timeline where it is advantageous to ACSET to do so.) The appeal must be received by ACSET by the 2-business day deadline. All appeals are to be addressed to:

Jacob Maas  
Chief Executive Officer

1550 Leonard St. NE  
Grand Rapids, MI 49505

- B. An appeal must state a factual and/or legal basis for the appeal and not merely subjective opinions. An appeal that includes information not contained in the appealing party's original proposal will not be considered; provided that, an appeal may allege that a successful Proposer has made a false certification regarding debarment, suspension, ineligibility, voluntary exclusion, or has had a grant or contract terminated by, or been sanctioned by, a public funding agency.
- C. ACSET may summarily dismiss an appeal which does not comply with section A or B, and shall send the appealing party written notice thereof within 5 business days of its receipt of the appeal. Such a summary dismissal is final.
- D. ACSET shall notify the successful Proposer in writing that an appeal has been filed within 5 business days of its receipt of the appeal, unless it is dismissed pursuant to section C. If an appeal contains allegations concerning the successful Proposer as described in section B, ACSET shall also send a copy thereof to the successful Proposer with notice that it may send ACSET a written response to such allegations within three (3) business days. The ACSET Chief Executive Officer will review and decide any appeal and notify the appealing party in writing no later than fifteen (15) business days of when the appeal was received. The decision of the Chief Executive Officer shall be final. ACSET will not enter into any contract or make any award pursuant to this RFP prior to the resolution of all appeals.

**VII. Attachments**

Attachment A	Proposal Cover Sheet
Attachment B	ACSET Vendor Certification Information Sheet
Attachment C	Iran Economic Sanctions Act Certification
Attachment D	Rating Sheet

Attachment A

PROPOSAL COVER SHEET

PROPOSAL TO PROVIDE SERVICES  
TO WEST MICHIGAN WORKS! COVER SHEET

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Agency Name: \_\_\_\_\_

Agency Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Web Address: \_\_\_\_\_

LEGAL STATUS OF ORGANIZATION:

\_\_\_ Government

\_\_\_ Private, Non-Profit

\_\_\_ Educational

\_\_\_ Private, For Profit

ATTACHMENT B

ACSET VENDOR CERTIFICATION INFORMATION SHEET

The vendor affirms that it will assure equitable treatment of all persons in its employment and business practices without discrimination based on race, color, religion, national origin, age, sex, height, weight, marital status, arrest without conviction, or disability, as required by law. The vendor also affirms that it will take steps to utilize minority firms, women's business enterprises and labor surplus area firms, when possible.

1. Name of Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

2. Chief Executive: \_\_\_\_\_

Title: \_\_\_\_\_ Phone no.: \_\_\_\_\_

3. Equal Opportunity Official: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone no.: \_\_\_\_\_

4. Have any discrimination complaints been filed against this organization or its officers in a court or with an administrative agency within the last two years? \_\_\_\_\_ If so, please indicate on a separate sheet:

- a. The names of the parties to each action or lawsuit;
- b. The forum in which each case was filed;
- c. The relevant case numbers; and
- d. The outcome of each action or lawsuit.

5. Is this organization currently subject to any sanctions imposed by any court or government agency on the basis of its personnel or EEO policies or practices? \_\_\_\_\_ If so, please indicate on a separate sheet:

- a. The nature of the sanction;
- b. The date it was imposed and its duration; and
- c. The court or agency which imposed the sanction.
- d. If the sanction was included in a court order, consent decree or other settlement agreement, please attach a copy.

Date: \_\_\_\_\_ Signature and Title: \_\_\_\_\_

ATTACHMENT C

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012; MCL 129.311 et. seq.

The undersigned, the owner or authorized officer of the below-named Bidder, hereby certifies, represents, and warrants that the Bidder (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event the Bidder is awarded a contract, the Bidder will not become an “Iran linked business” at anytime during the course of performing any services under the contract.

The Act defines an “Iran linked business” as either of the following:

- (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tanker or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran,
- (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

BIDDER: \_\_\_\_\_ Printed Name of Bidder

By:

Its:

Date:

**ATTACHMENT D**

**RFP #18-0010**

**UNCONSCIOUS BIAS**

**PARTNER FOR HIREREACH**

**RATING SHEET**

**Proposal Work Statement**

Item	0=Unacceptable 10=Excellent	Wt.	Total
1. Description of Overall Scope of Work and Project Approach	0 1 2 3 4 5 6 7 8 9 10 Score:	10	
2. Subject Matter Expertise	0 1 2 3 4 5 6 7 8 9 10 Score:	10	
<b>Total Weighted Score:</b>	<b>Sub-total</b>		

**Organizational Structure and Conflict of Interest**

Item	0=Unacceptable 10=Excellent	Wt.	Total
1 Experienced and Adequate Staffing	0 1 2 3 4 5 6 7 8 9 10 Score:	3	
2. Conflict of Interest (10= no conflict of interest)	0 1 2 3 4 5 6 7 8 9 10 Score:	2	
<b>Total Weighted Score:</b>	<b>Sub-total</b>		

**Organizational Experience**

Item	0=Unacceptable 10=Excellent	Wt.	Total
1 Experience with Similar Projects	0 1 2 3 4 5 6 7 8 9 10 Score:	5	
<b>Total Weighted Score:</b>	<b>Sub-total</b>		

**Budget**

Item	0=Unacceptable 10=Excellent	Wt.	Total
1. Pricing	0 1 2 3 4 5 6 7 8 9 10 Score:	10	
<b>Total Weighted Score:</b>	<b>Sub-total</b>		
<b>Grand Total Score ( 400 possible)</b>			