



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 19-002

REQUEST FOR PROPOSALS FOR

VIRTUAL CIO SERVICES

Proposals are due:

Friday, April 12, 2019

- I. Statement of Need
- II. Deliverables
- III. General Proposal Stipulations
- IV. Proposal Submission
- V. Proposal Schedule
- VI. Appeal Process
- 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

I. Statement of Need

West Michigan Works! (WMW) is a workforce development organization, operated by Area Community Services Employment and Training Council (ACSET). West Michigan Works! was established under the legal entity of ACSET after a 2015 merger of four workforce boards. The merger brought together parts of two organizations and two whole organizations, with a total of approximately 180 employees. WMW serves employers and job seekers in Allegan, Barry, Ionia, Kent, Montcalm, Muskegon and Ottawa counties. Services are provided from eight full service centers and two affiliate sites across the seven-county region. WMW currently utilizes a hardware/server-based system and deploys multiple software systems. Some systems were inherited through the merger and some are State mandated. WMW has recently conducted an IT infrastructure assessment. The current IT Department, consisting of one IT manager and two support staff, is in the process of addressing critical system issues identified by the review. WMW is seeking a vendor to assist in providing and establishing a strategic, business-focused direction to our IT department in the wake of the merger.

II. Deliverables

At a minimum, the following deliverables must be met:

- Assist with technological guidance for WMW
- Assist with leading future projects
- Consult with leadership and management to exchange information, present new approaches, and assist with the utilization of technology to meet business goals
- Participate in vendor contract negotiations for all equipment, software, and other related IT purchases
- Assist in the day-to-day operations of the IT department including directing staff, networking, user services, telecommunications and other various IT functions
- Assess and provide recommendations to WMW regarding future staffing needs and required skill sets for IT department
- Assess and anticipate technology projects and recommend appropriate action and resources
- Establish and direct the strategic and tactical goals, policies, and procedures for the IT department
- Identify user needs and resolve problems

These will be part-time services, approximately 2 days a week.

Proposers may be asked to do a presentation of their services for WMW staff prior to the bid being awarded.

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 5/1/2019 through 10/31/2019. If funding remains, performance is satisfactory and both parties agree, there will be an option to extend the contract for an additional 6 months.
- 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/or goods requested. Include the following:

1. A brief summary of your organization including size and structure.
2. Qualifications, background and experience of the project director and other staff to be assigned to the project.

3. Description of Overall Scope of Work and Project Approach.

B. Experience

1. Describe your organization's prior experience with providing the type of goods and/or services requested.
2. Provide 3 references of similar work done with other organizations.

C. Pricing

Please provide a detailed budget for the project with a breakdown of costs by separate line items, including an hourly rate for services.

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 Friday, April 12, 2019. 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.

All addenda and answers to any questions to this proposal will be posted on our website, 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

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, arrest without conviction, or disability, as required bylaw. The vendor also affirms that it will take steps to utilize minorityfirms, 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 and 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 a 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 # 19-002

Virtual CIO Services

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	
Total Weighted Score:		Sub-total	

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	
Total Weighted Score:		Sub-total	

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:	10	
Total Weighted Score:		Sub-total	

Budget

Item	0=Unacceptable 10=Excellent	Wt.	Total
1. Pricing	0 1 2 3 4 5 6 7 8 9 10 Score:	10	
Total Weighted Score:		Sub-total	
		Grand Total Score (350 possible)	