



**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 20-003**

**REQUEST FOR PROPOSALS FOR  
LEASE OF OFFICE SPACE FOR IONIA COUNTY SERVICE CENTER**

**Proposals are due:**

**Thursday, September 24, 2020**

- 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	Budget Cost Information Sheet
Attachment E	Rating Sheet

## **I. Statement of Need**

Area Community Services Employment and Training Council (ACSET)/West Michigan Works! (WMW) is soliciting proposals for a lease of office space to house the Michigan Works! One Stop Service Center and its partners in Ionia, Michigan.

## **II. Deliverables**

At a minimum, the following deliverables must be met:

1. Approximately 3,000 square feet of rentable space, ready for occupancy no later than January 1, 2021, with the following requirements:
  - Open area to accommodate at least 10 computer workstations, a reception area and waiting areas
  - Two spaces that can be used as a classroom and conference room
  - Two small meeting offices
  - Two small private staff offices
  - Open area to accommodate at least eight staff work desk stations
  - Staff break area
  - Restrooms
  - IT equipment closet
  - Janitor's closet/mop room
2. Facility must be located within or near the incorporated boundaries of Ionia, Michigan, with clear visibility, and within walking distance of any public transportation system, if available.
3. Must allow prominent exterior signage and appropriate interior signage
4. Must have adequate parking for staff and customers (10-15 spaces) including the minimum required Americans with Disabilities Act (ADA) accessible spaces.
5. Must have 24/7 access to the premises (Normal business operating hours will be 8:00 am – 5:00 pm Monday through Fridays.)
6. Utilities are to be included in the proposed lease cost.
  - Facility must have access to redundant Business Class internet connections available for ACSET computer system requirements. Proposer shall provide Cat 5e or 6e wiring for both telephone and data lines.
  - Proposer should specify any restrictions on the use of any utility providers.
7. Proposer shall authorize ACSET to install a wired access card system.

8. Attach HVAC specifications and the basis upon which consumption is calculated (metering, survey, etc.).
9. Americans with Disabilities Act (ADA) Compliance: Proposer must indicate whether the building/space, parking areas, and external pedestrian approaches to the building main entrances are in compliance with Public Law 101-336, also known as the Americans with Disabilities Act (ADA), including all amendments and incorporated statutes, rules and regulations. If the building/space is not in compliance with the ADA, Proposer agrees to expend all monies necessary to comply with Public Law 101-336. Proposer must indemnify and hold ACSET harmless from any and all liabilities arising out of building changes required by the ADA.
10. Standard repair and/or maintenance of the facility are to be included in the proposed lease cost. This includes, but is not limited to, snow removal, salting of walkways and ground maintenance.

### 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 lease resulting from this proposal will be 1/1/2021 through 12/31/2023. If funding remains, performance is satisfactory, and both parties agree, there will be an option to extend the lease for three years.
- 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 Insureds: 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. ADA Compliance: All Proposers must submit documentation showing the proposed site is ADA-compliant.
4. 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 regarding 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 or Limited Liability Partnership

- 1) Certificate of limited partnership
- 2) Evidence of authority to execute contracts

M. **Conflict of Interest:** The Proposer may not be awarded this RFP if a real or apparent conflict of interest would be created. Such a *potential* conflict would arise when the Proposer, has a familial relationship with an ACSET employee or board member, or agency relationship with which an ACSET employee or board member is associated. “An agency relationship with which an ACSET employee or board member is associated” means “any agency of which the employee/board member or a member of the employee’s/board member’s household is a director, officer, board member, employee, or which is a client of the ACSET employee/board member. “Agency” means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, or any other legal entity.

In your proposal, please describe the extent to which a *potential* real or apparent conflict of interest would be created by the Proposer’s proposal.

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

##### A. Narrative

Please provide a narrative that includes a concise summary of the square footage and amenities of the proposed space. Discuss how the space meets the deliverables of the RFP and provide a floor plan of the proposed site.

##### B. Building Fact Sheet

Please provide the following information:

1. Name and legal ownership of the proposed space
2. Physical address
3. Total usage and rentable square footage
4. Total number of parking spaces, including required ADA spaces
5. Major tenancies of the building
6. Utility providers

##### C. References

Please provide three (3) business references including name, phone number and e-mail addresses.

##### D. Budget

Provide total lease cost, by month and year, on Budget Cost Information Sheet, Attachment D.

E. Be sure to include all Attachments and any documentation asked for in Section III (L).

F. Evaluation

All proposals will be reviewed, evaluated and rated based on the criteria listed on the rating sheet found in Attachment E including **a walk-through of the property by ACSET staff.**

## V. Proposal Schedule

To be considered for this project, proposals must be received by ACSET no later than 4:00 p.m. on Thursday, September 24, 2020. Proposals may be e-mailed to Stacy Bush, Procurement Manager at [sbush@westmiworks.org](mailto:sbush@westmiworks.org) or be sent by U.S. mail, FedEx, UPS to:

Stacy Bush  
Procurement Manager  
1550 Leonard NE  
Grand Rapids, MI 49505

Proposals will not be accepted by ACSET after the time specified above.

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

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
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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, 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 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 any time 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

**BUDGET COST INFORMATION**

All costs (including utilities provided by the lessor, repairs and maintenance, and all other costs) must be included in the total lease cost per month and total lease cost per year.

Bidders are to submit prices on the lines (spaces) provided below. Every line (space) must contain a figure, zero (0) or line (-). Failure to complete the proposal summary as stated above shall be cause for rejection of proposal. (Remember to double check your addition, subtraction and multiplications.)

*Please provide a detailed budget with all costs for leasing your suggested building. Below please provide a total lease cost per month and per year for the following years:*

1 <sup>st</sup> Year	\$ _____	<i>per Month</i>	\$ _____	<i>per Year</i>
2 <sup>nd</sup> Year	\$ _____	<i>per Month</i>	\$ _____	<i>per Year</i>
3 <sup>rd</sup> Year	\$ _____	<i>per Month</i>	\$ _____	<i>per Year</i>
4 <sup>th</sup> Year	\$ _____	<i>per Month</i>	\$ _____	<i>per Year</i>
5 <sup>th</sup> Year	\$ _____	<i>per Month</i>	\$ _____	<i>per Year</i>

*Location of Building* \_\_\_\_\_

*Company Name:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Printed Name:* \_\_\_\_\_

## ATTACHMENT E

### RFP 20-003 RATING SHEET

The award shall be made to the bidder whose proposal is responsive to the solicitation and is most advantageous to ACSET with respect to price, quality, and other relevant factors.

*Evaluation of each proposal will be based on the following criteria:*

#### Lease Requirements Response

Item	0=Fails	5=Meets	10=Exceeds	Wt.	Total								
1. Narrative/Building Fact Sheet	0	1	2	3	4	5	6	7	8	9	10	5	
2. Walk-Through of Property													
a. Space/Floor Plan	0	1	2	3	4	5	6	7	8	9	10	10	
b. Parking	0	1	2	3	4	5	6	7	8	9	10	4	
c. ADA Compliance (pass/fail only)					0						5	2	
d. Renovations Needed (0=Many; 10=None needed)	0	1	2	3	4	5	6	7	8	9	10	10	
<b>Total Weighted Score (300 possible):</b>												<b>SUB TOTAL</b>	

#### Budget/Costs

Item	0=Fails	5=Meets	10=Exceeds	Wt.	Total								
1. Lease Cost for 5 years	0	1	2	3	4	5	6	7	8	9	10	10	
<b>Total Weighted Score (100 possible):</b>													
<b>GRAND TOTAL (400 possible):</b>													