



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 20-005

**REQUEST FOR PROPOSALS FOR
MERIT PERSONNEL SYSTEM/EMPLOYEE HANDBOOK**

Proposals are due:

Monday, November 30, 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 Rating Sheet

I. Statement of Need

Area Community Services Employment and Training Council/West Michigan Works! (ACSET/WMW) is seeking proposals from qualified organizations, consultants or Human Resource professionals experienced with municipal organizations to conduct a thorough review of ACSET/WMW's current personnel policies and make recommendations to update the organization's Merit Personnel System (MPS)/Employee Handbook. ACSET/WMW is a merit-based, quasi-governmental agency in western Michigan. The MPS and various personnel policies were created over a period of several years. With this RFP it is anticipated that existing personnel policies may be simplified, updated, revised or new policies created to provide an Employee Handbook consistent with human resource policy best practices.

ACSET/WMW, operating under a MPS with respect to performance management and compensation, currently employs approximately 200 employees working over a seven-county region. Employees are paid on a bi-weekly basis and are eligible for various benefit programs including health, dental, vision, and life, longterm, and short-term disability insurances. Performance evaluations are conducted on an annual basis and some positions within our organization are represented by the collective bargaining unit of Local 517M Service Employees International Union. The MPS is applicable to all employees within the organization. All personnel policies are to be in compliance with Federal, State, and local laws as well as human resource policy best practices.

II. Deliverables

Using acceptable standards and methods, the Contractor shall perform, at a minimum, the following deliverables:

- Consult with Human Resources staff to review project planning, coordination, and the current MPS and related policies and protocols to be updated. Information is to be studied to clarify scope of services, issues, concerns, desired outcomes, and define expectations. Contractor will meet with administrative staff on a regular basis throughout the project to review interim work products and to receive input and direction.
- After reviewing all current documents such as the MPS/Employee Handbook, Fringe Benefit Summary, Collective Bargaining Unit Agreements etc., prepare a draft report describing the Contractor's review process, methodology, findings, and recommendations.
- Identify which policies are required by State and Federal law and should be included in the Employee Handbook
- Prepare a draft update of the revised Employee Handbook that reflects best practices and recommended policies, and complies with Federal,

State, and local laws. Make specific recommendations to simplify and streamline the Employee Handbook so that it is an easy-to-use guide for both employees and management while ensuring the necessary professional outcomes and appropriate policy language are present to provide best practice products that protect the organization from liability.

- Review the draft update of the Employee Handbook with members of the organization's Leadership team.
- Prepare a final Employee Handbook incorporating revisions discussed during the review meeting.
- Provide all deliverables in an electronic format suitable for ongoing customization and revision.
- Provide curriculum for training of supervisors on the updated Employee Handbook. Develop a summary of key changes to accompany the updated document to aid in communication plan and training.

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 1/1/2021 through 12/31/2021. If funding remains, performance is satisfactory and both parties agree, there will be an option to extend the contract for one year.
- 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. 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
- 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

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 RFP.

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. Overall scope of work and project approach including techniques, approaches and methods to be used in completing the project.
4. Provide a proposed timeline for the project.

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.

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, November 30, 2020 . Proposals may be e-mailed to Stacy Bush, Procurement Manager at 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.

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 an administrative agency within the last two _____ If so, please years?

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 #20-005

Merit Personnel System/ Employee Handbook

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. Proposed Timeline for Project	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:	5	
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 (400 possible)			