



ADMINISTRATIVE OFFICE

Area Community Services
Employment & Training Council
215 Straight Ave NW
Grand Rapids, MI 49504
(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

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

Ionia County

603 W. Adams 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 22-003

**REQUEST FOR PROPOSALS FOR
LEASE FOR OFFICE SPACE FOR MUSKEGON SERVICE CENTER**

Proposals are due:

Monday, September 12, 2022

- 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 Evaluation 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 Muskegon, Michigan.

II. Deliverables

At a minimum, the following deliverables must be met:

1. **Required:** Approximately 16,000 square feet of space exclusive of common space which should include:
 - Open office space to accommodate cubicle system for approximately 24 staff
 - Open jobseeker area to house approximately 19 public use computers, reception desk to house approximately 4 staff, copy area and private phone space for public use
 - Minimum 1 Public ADA-compliant Men's Restroom with a minimum of 2 toilets, 3 urinals and 2 sinks
 - Minimum 1 Public ADA-compliant Women's Restroom with a minimum of 4 toilets and 2 sinks
 - 1 Unisex Staff Restroom with 1 toilet and 1 sink
 - Minimum 9 private offices
 - Open work area for staff copier, printer, and shared workspace
 - Large meeting/classroom space of approximately 1,600 square feet with flexible wall system to divide into 2 to 3 smaller spaces
 - 4 Meeting/classroom spaces of approximately 950 square feet
 - 1 classroom space of approximately 950 square feet with sink for C.N.A. lab
 - 1 Employee Kitchen/Breakroom of approximately 400 square feet
 - Storage space for file cabinets, office supplies, etc.
 - IT/Data equipment room of approximately 400 square feet
2. Facility must be located within the boundaries of Muskegon County, Michigan, with clear visibility, and within walking distance of any public transportation system, if available.
3. Entrance must meet Americans with Disabilities Act (ADA) requirements.
4. Must allow prominent exterior signage and appropriate interior signage.
5. Must have adequate parking for staff and customers (approximately 130 spaces) including the minimum required Americans with Disabilities Act (ADA accessible spaces).

6. Must have 24/7 access to the premises (Normal business operating hours will be 8:00 am – 5:00 pm Monday through Friday).
7. 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 restriction on the use of any utility providers
8. Proposer shall authorize ACSET to install a wired card system

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 7/1/2023 through 6/30/2026. Lease terms are negotiable; leases may be extended up to seven (7) years at the sole discretion of ACSET/West Michigan Works!
- 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 be created when Proposer is an "immediate family" member of an ACSET employee or board

member OR has an 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. "Immediate Family" includes one party with any of the following relationships to another party:

1. Spouse, and parents thereof;
2. Children, and spouses thereof;
3. Parents, and spouses thereof;
4. Siblings, and spouses thereof;
5. Grandparents and grandchildren, and spouses thereof;
6. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
7. Any individual related by blood or affinity whose close association with the officer or agent is the equivalent of a family relationship.

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. 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 of proposed space
3. Total usage and rentable square footage
4. Layout of the building
5. Total number of parking space, including required ADA spaces
6. Major tenancies of the building
7. 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).

E. 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 the 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 Monday, September 12, 2022. 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
215 Straight Ave NW
Grand Rapids, MI 49504

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
215 Straight Ave NW
Grand Rapids, MI 49504

- 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 five (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	Budget Cost Information Sheet
Attachment E	Evaluation 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 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 st Year	\$ _____per month	\$ _____per year
2 nd Year	\$ _____per month	\$ _____per year
3 rd Year	\$ _____per month	\$ _____per year
4 th Year	\$ _____per month	\$ _____per year
5 th Year	\$ _____per month	\$ _____per year
6 th Year	\$ _____per month	\$ _____per year
7 th Year	\$ _____per month	\$ _____per year
8 th Year	\$ _____per month	\$ _____per year
9 th Year	\$ _____per month	\$ _____per year
10 th Year	\$ _____per month	\$ _____per year

Location of Building:

Lessor Name:

Signature: _____

Printed Name: _____

ATTACHMENT E

RFP 22-003

**LEASE OF OFFICE SPACE FOR
MUSKEGON SERVICE CENTER**

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	
Total Weighted Score (300 possible):												SUB TOTAL	

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	
Total Weighted Score (100 possible):													
												GRAND TOTAL (400 possible):	