

**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

**REQUEST FOR PROPOSALS****RFP 19-004****LEGAL CONSULTING SERVICES****Proposal due by: January 6, 2020**

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

**Purpose:** The Area Community Services Employment and Training Council, ACSET, a Michigan Council and public body corporate formed pursuant to an interlocal agreement, seeks the advice and counsel of a law firm with expertise in corporate, municipal law and/or tax attorney with experience working with nonprofit, private sector, governmental and quasi-governmental entities. The attorney should be familiar with the authority of entities created pursuant to the Urban Cooperation Act of 1967 (the Act), 1967 PA 7, MCL 124.501 et seq., to enter into contracts, cooperate with other public agencies and form other entities necessary to further the purpose of the interlocal agreement, MCL 124.507(2). A working knowledge of methods of forging interrelationships between governmental and/or regional entities, nonprofits and other business organizations is necessary. An understanding of the Office of Management and Budget, 2 CFR Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule, would be helpful.

**Background:** The Governor designated the Counties of Allegan, Barry, Ionia, Kent, Montcalm, Muskegon and Ottawa Counties, and the City of Grand Rapids as a local workforce development area for the purpose of implementing the Workforce Innovation and Opportunity Act (WIOA), PL 113-128, 128 Stat. 1425, 29 USC 32, under section 106 of WIOA. The local elected officials from these counties and the City of Grand Rapids appointed a Workforce Development Board and established ACSET by an Interlocal Agreement for the purpose of supporting workforce education and training programs for the region. Pursuant to the Act, ACSET is a public body corporate and separate legal entity from the parties to the agreement.

The Interlocal Agreement, designates ACSET as the fiscal agent and grant recipient under Sections 3(9) and 107(d)(12)(B) of WIOA. ACSET is a recipient of federal, state, local and private grants for workforce education and training programs. ACSET also provides staff to the West Michigan Works! Workforce Development Board.

The Workforce Development Board provides employment and training programs under WIOA, The Michigan Economic and Social Opportunity Act, as amended, MCL 400.1101 et seq., The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended, PL 104-195; The Wagner-Peyser Act, PL 97-300; The Trade Act of 1974, PL 93-618, as amended; and The Social Welfare Act, MCL 400.1 et seq., 1939 PA 280.

## **II. Deliverables**

ACSET is interested in developing and piloting education and training programs related to its purpose but funded by private grants. Many of these grants are currently unavailable to

governmental entities or public body corporates.

ACSET seeks advice on available options that would allow it to compete for these private funds and develop new and innovative programs. ACSET requires expert guidance to assess:

- Whether ACSET should create another legal entity pursuant to section 7(2) of the Urban Cooperation Act, 1967 PA 7, MCL 124.501 et seq.?
  - What type of entity would further ACSET's goals and be most effective?
  - What are the pros and cons of the various forms of legal entities that might be created?
  - What legal actions would be required to form that entity?
  - What documents would be necessary to cement a working relationship between the two entities?
  - What additional entities or alliances would be necessary to ensure effective use of available assets to further the mission of the West Michigan Works! Workforce Development Board across the region.
- Is there an alternate arrangement that would allow ACSET to form a working relationship with a separate recipient of these private funds?
  - How would that be best achieved?
  - What would be the best means of creating that relationship or relationships?
  - What are the limitations of such an arrangement?
  - What are the advantages of such a relationship?

At a minimum, the following deliverables must be met:

- The Legal Advisor should be able to construct and implement a plan of action that identifies the best way for ACSET to create a new entity or partner with another entity or entities to receive the benefit of the private funds necessary to further the purpose of the interlocal agreement, MCL 124.507(2).
- The Legal Advisor must be able to draft the necessary legal documents required to achieve the outcome of the plan.

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

- A. Sub-contractors:** ACSET must approve, in writing, a Proposer's use of any subcontractors utilized by the Proposer prior to the commencement of work by such subcontractors(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 2/1/2020 through 1/31/2021. If funding remains, performance is satisfactory and both parties agree, there may 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 of or for any services conducted by the contract 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 the program operator by a customer or other interested party.
- 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) Copy of Bylaw establishing authority to execute contracts
- 3) Other documents of legal status such as license for training institution 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 Liability or Limited Partnership
  - 1) Certificate of limited liability or 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 under Deliverables (Article II). Include the following:

1. A brief summary of your organization including size and structure.
2. Qualifications, background and experience of 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 advice and counsel to organizations similar to ACSET and or organizations subject to the requirements of 2 CFR Part 200 who have created another fundraising entity and/or formed public and private partnerships to receive and utilize private grant funding.

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

Please provide a detailed budget for the project with a breakdown of costs by separate line items. The hourly rate of those assigned to the project should be included.

- 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 January 6, 2020. Proposals must be sent by U.S. mail, FedEx, UPS or hand delivered to:

Stacy Bush  
Procurement Specialist  
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 Specialist, 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**

1. 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

2. 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.
3. ACSET may summarily dismiss an appeal which does not comply with section 1 or 2, 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.
4. 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 3. If an appeal contains allegations concerning the successful Proposer as described in section 2, 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, 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 19-005

## LEGAL CONSULTING SERVICES

### RATING SHEET

#### Proposal Work Statement

#### Qualifications and Conflict of Interest

| Item  | 0=Unacceptable 10=Excellent      | Wt.       | Total |
|---|----------------------------------|-----------|-------|
| 1 Qualifications                                      | 0 1 2 3 4 5 6 7 8 9 10<br>Score: | 3         |       |
| 2. Conflict of Interest (10= no conflict of interest) | 0 1 2 3 4 5 6 7 8 9 10<br>Score: | 2         |       |
| Total Weighted Score:                                 |                                  | Sub-total |       |

| 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<br>Score: | 10        |       |
| 2. Proposed Timeline for Project                             | 0 1 2 3 4 5 6 7 8 9 10<br>Score: | 10        |       |
| Total Weighted Score:  |                                  | Sub-total |       |

#### Experience

| Item                               | 0=Unacceptable 10=Excellent      | Wt.       | Total |
|------------------------------------|----------------------------------|-----------|-------|
| 1 Experience with Similar Projects | 0 1 2 3 4 5 6 7 8 9 10<br>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<br>Score: | 10        |       |
| Total Weighted Score:                |                                  | Sub-total |       |
| Grand Total Score<br>( 450 possible) |                                  |           |       |