

**Community Action of Allegan County**

**REQUEST FOR PROPOSAL**

**for**

**Professional Employer Organization**

Inquiries and proposals should be directed to:

Name: Brenda J. Molendyk

Title: Chief Financial Officer/Chief Operating Officer

Entity: ACRDC, Inc.

DBA – Community Action of Allegan County

Address: 323 Water Street, Allegan Michigan, 49010

Phone: 269-673-5472, ext. 234

**Release Date: April 1, 2019**

**Response Due Date:**

**April 30, 2019**

**Responses must be submitted to: [bmolendyk@communityactionallegan.org](mailto:bmolendyk@communityactionallegan.org)**

**Community Action of Allegan County  
323 Water Street  
Allegan, MI 49010  
269-673-5472**

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## **SECTION 1: GENERAL**

### **1.1 INTRODUCTION**

Allegan County Resource Development Committee, Inc (ACRDC) dba Community Action of Allegan County (hereinafter referred to as “CAAC”) is announcing its interest in securing responses from qualified Professional Employer Organizations (“PEO”), who can demonstrate written evidence of past performance and business endeavors that align with the purpose, values, and vision of CAAC, to provide exemplary cost-effective human resource service solutions as described within this Request for Proposals (“RFP”).

CAAC is a nonprofit organization which serves Allegan County in Michigan. CAAC is a private, nonprofit corporation and has been determined to be exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code. It is governed by a 12-member volunteer Board of Directors. Administrative offices and all records are located at 323 Water Street, Allegan, Michigan 49010. With guidance from the members, the Board develops the strategic vision for Community Action of Allegan County to serve, advocate, and engage individuals, families and communities to overcome the effects of poverty and encourage self-reliance. The Board oversees the strategic and operational aspects of the agency. The staff who deliver these services are the persons who shall be served by the selected PEO organization.

CAAC encourages participation by "minority owned business", "women-owned business" or a "business owned by a Person with a disability" as those terms are defined in the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575, et seq.

CAAC invites vendors to submit proposals in accordance with the terms and conditions of this RFP. This RFP provides the requirements and evaluative criteria and requests a detailed response from all prospective vendors, including pricing and service descriptions, in a specified format.

### **1.2 PURPOSE**

The purpose of this RFP is to allow CAAC to identify the most qualified Vendor who, after Evaluation Committee approval, will be invited to negotiate a contract with CAAC to provide exemplary cost-effective human resource service solutions and manage employee risks as described in Section 3 of this RFP.

CAAC will be entering into one contract for these services for the period of three (3) years with an option to renew annually for up to two (2) additional one (1) year periods subject to:

- 1) Exemplary performance evaluations by CAAC and other qualified entities;
- 2) Availability of funds as determined by CAAC; and
- 3) Changes in programmatic or service related needs as determined in the sole discretion of CAAC.

The contract may also be affected by any changes in statute or rule that may arise during the contract period or by amendments to CAAC’s annual plan. Said limitations, however, do not render the contract illusory

because CAAC is a non-profit created entity that relies on federal funding and as such the contract will delineate the notice that CAAC will provide the Vendor to prevent issues of reliance. CAAC issues this RFP with the explicit understanding that minor and major changes may be made, up to and including the option to rescind this RFP in its entirety, if such is in the best interest of CAAC. The goal is to provide continuous employment status for staff regardless of any potential transitions to a new service delivery contractor.

**1.3 DESCRIPTION OF PROCUREMENT PROCESS**

Proposals should be put forward in two parts. Both parts should be presented in a clear and easy to read format that contains only the facts and data necessary to present a complete and effective proposal.

CAAC has posted the RFP on its website, [www.communityactionallegan.org](http://www.communityactionallegan.org). The RFP packet contains information about the contracting process, service specifications, evaluation criteria, and the format in which the proposal must be completed and returned in order to be considered for award.

**Schedule of Major Events:**

Proposal Release Date .....	April 1, 2019
Questions Due .....	April 12, 2019 – 4:00pm
Question & Answer Document Released to Board Website	April 16, 2019
Proposal Submission Deadline .....	April 30, 2019 – 4:00pm
Award Date .....	May 31, 2019
Contract Start Date.....	June 2019

**SECTION 2: SCOPE OF WORK**

**2.1 GENERAL STATEMENT**

CAAC is seeking responses from qualified Professional Employer Organizations (PEOs) who can demonstrate written evidence of past performance and business endeavors that align with the purpose, values, and vision of CAAC, to provide exemplary cost-effective human resource service solutions and manage employee risks as outlined in this Section of the RFP. Vendors may submit for any, all or just selected portion(s) of the required services that are comprised in this RFP.

To ensure full coverage of all required service components and to promote collaboration among qualified organizations, Vendors may propose written subcontracting arrangements with other qualified partners as long as the qualifications and costs associated with such proposed subcontracts are clearly identified in the

Proposal, and there is sufficient justification for the subcontract.

## **2.2 VENDOR'S QUALIFICATIONS**

Qualified Vendors shall provide a written summary demonstrating exemplary past experience in expeditiously and efficiently providing the services of a Professional Employer Organization (PEO) to include:

1. Written evidence of past performance and business endeavors that align with the purpose, values, and vision of CAAC.
2. Number of years the PEO has been in business in the United States. Indicate if the PEO is a State of Michigan based corporation and whether it has offices in CAAC's service area nationwide. Provide a copy of your State License. Indicate your Federal Employer Identification Number and if the PEO has been certified as a Minority Business Enterprise for the purposes of doing business with state government, include a copy of Minority Business Enterprise Certification.
3. Membership in a National Association or Organization to assure CAAC that the PEO is current with industry developments. If not a member of a National Association or Organization, you must explain how you stay abreast of industry developments.
4. Membership in Employer Services Assurance Corporation (ESAC), or provide information allowing CAAC to assure CAAC that its employees and employment taxes will be paid, and benefit payments will be assured in the event of payment default by the PEO.
5. Workers' Compensation Certification Program evidencing that the PEO's risk management program is meeting proven insurance industry risk management best practices to reduce work-related accidents and control losses.
6. Any additional Industry Recognized Awards/Certifications.
7. Identify the PEO's workers' compensation carrier, the rating of the carrier, how long the PEO has been with the carrier, and what coverage commitment the PEO has for the future.
8. Credentials and experience of the PEO's administrative, human resources, and risk management staff and indicate the average staff tenure and turn over with the organization.
9. Professional and client references, including bank and credit references. The PEO shall demonstrate that payroll taxes and insurance premiums have been paid consistently and timely.
10. Identify how the employee benefits are funded, indicating if they are fully insured nationwide or partially self-funded. Who the third-party administrator(s) or carrier(s) are and provide written evidence of the financial viability of these organizations.
11. Indicate if the PEO offers a Client Defense Program and up to what dollar amount will the PEO pay for legal fees for the defense of qualified employee lawsuits filed against CAAC.

12. Indicate if the PEO offers Employment Practices Liability Insurance (EPLI) coverage. Identify the PEO's insurance carrier, the coverage per claim and overall aggregate, the deductible per claim. Indicate the type of claims included in the coverage.

Qualified Vendors shall describe their organization's financial viability with particular attention given to the Vendor's ability to continue in business for the duration of the contract period(s). The description should include an analysis of operation data for the last three (3) years and a trend analysis noting prospectively how the organization believes operations will continue based on historical results. The description should include the number of years in operation.

### **2.3 SERVICES TO BE PROVIDED**

The Vendor and/or Vendors shall serve as a Professional Employer Organization (PEO) for CAAC. Provide benefits, payroll processing, and serve as the employer of record for CAAC which includes supplying statutory benefits such as employee tax withholdings, workers compensation, and employer unemployment tax withholdings.

The following are the services to be provided by a qualified Professional Employer Organization (PEO) for approximately 130 employees receiving payroll every two (2) weeks made through electronic deposits or through issuing checks:

#### **A. Human Resource Management**

CAAC requires the Vendor to provide a detailed description of their human resource management services to include:

1. Personnel Consultation and Assistance (Hiring, On Boarding, Separation of Employment, Discipline)
2. Unemployment Claims Handling
3. Compliance with Employment Laws and Regulations (Americans with Disability Act, FMLA, etc.)
4. Employee Background Checks

#### **B. Workers' Compensation/Safety**

CAAC requires the Vendor to provide a detailed description of their workers' compensation/safety services to include:

1. Workers' Compensation Claims Handling
2. Compliance with Workers' Compensation Laws
3. Investigation of Employee Claims
4. Fraudulent Claims Reward Program
5. Managed Care Program

6. Preparation/Compliance with OSHA Regulations
7. Safety Policies, training, assessments and Inspections

**C. Employee Benefits**

CAAC requires the Vendor to provide a detailed description of their benefits to include:

1. Workers' Compensation Insurance
2. Reduce time spent procuring and administering employee benefit plans
3. Enroll employees in all benefit plans
4. Respond to employee benefit inquiries, claims and complaints
5. Multiple Preferred Provider Organizations
6. Health Insurance
7. Dental Insurance
8. Vision Care
9. Group Life and Accident Death & Dismemberment
10. Disability Insurance (Short Term, Long Term)
11. Prescription Card
12. Track Eligibility Dates for Benefits Conduct online Enrollments
13. Assume COBRA, HIPAA, ERISA Portability Compliance
14. HSA Plan
15. Employee Assistance Program
16. Availability of Ancillary Benefits (including but not limited to Life Insurance, Disability Insurance, Critical Illness Insurance, Accident Insurance, Hospital Indemnity Insurance, and College Tuition Benefit)
17. Flexible Spending Account Plan

**D. Payroll**

CAAC requires the Vendor to provide a detailed description of their payroll services to include:

1. Report Hours
2. Computation and Preparation of Payroll
3. Cloud-based timecard system with payroll register
4. Job cost information downloadable to CSV (Comma Delimited) and payroll detail uploadable to Abila/MIP payroll system
5. Direct Deposit
6. Deductions for Child Support, Levies, Garnishments and any other deductions required by law



7. PTO request processing
8. Payroll register review before processing available
9. Employee expense reimbursements (Example: Mileage)
10. Withhold Income Taxes and FICA
11. Complete Quarterly Tax Filings
12. Complete W-4s, I-9s, and W-2s,
13. Payroll assistance
14. Employer Verification
15. Employee Earnings Records
16. Standard Reports list
17. Customized Reporting of Payroll Costs

**E. Training Programs**

CAAC requires the Vendor to provide a detailed description of their training programs to include:

1. Schedule of Trainings/Seminars Offered
2. Cost to CAAC to attend/participate Trainings/Seminars
3. Workers' Compensation/Safety Training and Assessment

**F. Online Services**

CAAC requires the Vendor to provide a detailed description of their online services to include:

1. Time and Attendance
2. On-off boarding
3. HRIS custom fields
4. Employee Portal, Handbook, Forms, etc.
5. Access – Reporting, Data Change Requests, New Hire Enrollment and Payroll Entry
6. Online Yearly Benefits Enrollment
7. Online access for Employees to change/update their personal information easily and 24/7
8. Helpdesk availability

**G. Others**

Provide a comprehensive list of other service offerings that might be beneficial to CAAC.

**2.4 PRICE FOR PROFESSIONAL EMPLOYER ORGANIZATION (PEO) SERVICES**

CAAC requires the Vendor to provide detailed, itemized pricing for each service provided in Section 3.3 of this RFP to include all applicable costs and fees to CAAC. The Vendor shall indicate the thresholds for changes in costs and fees and whether it is an increased or decreased cost/fee. The Vendor shall indicate if there

are any other costs to CAAC.

1. Each bidder must develop and submit a line item budget for all services to be provided based upon past experience, information provided in this RFP, and anticipated fees. Itemize all applicable fees, detailing all elements including your company's fee for service for the following:
  - i. Calculate the total salary and applicable fees for the initial payroll, including salaries, fringe benefits, service fees, and all start up fees/costs.
  - ii. Calculate the total salary and applicable fees for subsequent routine payrolls, including salaries, fringe benefits, and service fees.
2. Provide a complete list of all fees.
3. Combined Rates for Services Provided
4. Provide an annual estimate for all fees based on the estimated annual number of 130 employees for 26 payroll cycles.

#### **2.4.1 INSURANCE BENEFITS COST**

The Vendor shall provide the following cost in their budget:

1. Carriers of and cost per employee per month for life/AD&D Insurance
  - a. Company Provided
  - b. Voluntary
2. Carriers of and cost per employee per month for Short and Long-term disability Insurance
  - a. Company Provided
  - b. Voluntary
3. Carriers and Cost per employee per month of Dental Plans using the data from the attached Census for assumed coverage for each employee
4. Carriers and Cost of Vision Plans per employee per month using the data from the attached Census for assumed coverage for each employee
5. Carriers and Cost of Medical Plans - must include at least one HDHP.
  - i. Provide cost per employee per month based on the data from CAAC's Census available per request only.
6. Ability for CAAC Supplement to offset Medical, Dental and Vision.
7. Guaranteed rates for how long?

Additionally, CAAC requires the Vendor to provide a sample of their invoice, itemizing applicable costs

and fees to include the following; Employer Taxes:

- i. Social Security
- ii. Medicare
- iii. Federal Unemployment
- iv. State Unemployment

## **SECTION 3: VENDOR RESPONSIBILITIES & SPECIFICATIONS**

### **3.1 STAFFING LEVELS AND FUNCTIONS**

The Vendor shall maintain sufficient staff to deliver the agreed upon Professional Employer Organization (PEO) services as specified in the Vendor's Proposal.

Upon execution of the contract, the Vendor must provide a current organizational chart listing positions and lines of authority. CAAC would prefer to have at minimum one Human Resources representative and one Payroll representative assigned to our account.

The Vendor must submit written notification, within five (5) working days, to CAAC of changes in key staff. When the position is filled, CAAC shall be notified in writing of the identity and qualifications of the new incumbent.

### **3.2 PROFESSIONAL QUALIFICATIONS**

1. A Vendor may be an individual or a business corporation, partnership, firm, joint venture or other legal entity duly organized and authorized to do business in the State of Michigan, financially sound and able to provide the services being procured by CAAC.
2. If a Vendor has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient ground for disqualification. If the selected firm fails to disclose such information and CAAC discovers it thereafter, then CAAC could terminate the contract.
3. Each Vendor must be in good standing with any Federal, State, or Municipality that has or has had a contracting relationship with the firm. Therefore, if a Federal, State, or Municipal entity has terminated any contract with a Vendor for deficiencies or defaults, that Vendor is not eligible to submit a Response to this Solicitation.
4. If Vendor is not in good standing with any Federal, State or Municipality this must be disclosed.
5. Vendor must have and maintain all necessary insurance to cover malpractice liability and workers' compensation and submit proof of it with their proposal submission.
6. Vendor shall fill out the CAAC Vendor Certifications and Representations form located in Section 7.

7. Vendor shall include their W-9 form for 2014.
8. Vendor shall send us their Small Disadvantaged Business Certification (SDB) (if applicable).
9. Vendor name shall not be posted on the Federal Debarred Vendors list at <https://www.sam.gov/>.
10. Vendor shall show registration with CCR at <https://www.sam.gov/>.

### **3.3 MONITORING AND PERFORMANCE REQUIREMENTS**

Vendors must comply with the requirements of CAAC's contract with reference to monitoring by CAAC. CAAC will monitor for compliance on an ongoing basis during the fiscal year. The Vendor also agrees to fully cooperate with CAAC in the conduct of performance audits as applicable.

The Vendor agrees to include the applicable monitoring and performance requirements in all approved subcontracts and assignments that result from this RFP.

CAAC will conduct quality assurance reviews during the contract period for the following purposes:

- 1) To assess the quality of services provided under this contract;
- 2) To determine compliance with CAAC requirements;
- 3) The extent to which key indicators of performance are being achieved; and
- 4) To validate internal quality improvement systems and findings.

### **3.4 RECORDS AND DOCUMENTATION**

During the term of the contract, the Vendor shall maintain accurate records and any documentation required by the State and/or Federal regulations. The Vendor shall provide copies of all such documentation and records as determined by CAAC. After termination of the contract, the Vendor shall be required to keep all records a period of five (5) years from the time of service as well as five (5) years from the close of an audit.

The Vendor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Vendor further agrees to hold harmless, defend, and indemnify CAAC from any claim or damage, including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Vendor of confidential records at its expense. The Vendor shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by CAAC upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

### **3.5 VENDOR UNIQUE ACTIVITIES**

The Vendor and CAAC, in the performance of the contract, shall be considered co-employers of those employees covered in attached Census.

The Vendor shall hold confidential all information relating to CAAC personnel, which is obtained by the Vendor under the resulting contract and shall not use the information obtained in any manner except as

permitted by law.

The Vendor shall be knowledgeable of and in full compliance with all state and federal laws, rules, and regulations as amended from time to time that affects or may affect the subject areas of this contract including, but not limited to, the authorities listed in the applicable sections of this RFP. The Vendor shall request technical assistance from CAAC when deemed necessary to facilitate compliance with these authorities. CAAC's failure to provide such technical assistance does not relieve the Vendor of its responsibilities to ensure compliance with all state and federal laws, rules and regulations or performance under the terms of the contract.

### **3.6 CAAC DETERMINATION**

CAAC reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of CAAC, its employees, and the customers who are served by CAAC either directly or through any one of its Vendors. The absence of CAAC setting forth a specific reservation of rights does not subject other areas of the contract resulting from this RFP to mutual agreement.

### **3.7 REQUIRED REPORTS**

Vendors must comply with the requirements of CAAC's contract with reference to reporting requirements by CAAC. CAAC will monitor for compliance on an ongoing basis during the fiscal year. All Vendors should note CAAC requires that reporting be timely. As such, it is expected that 100% of required reports are submitted on or before the due date unless approved in writing by CAAC.

The Vendor agrees to include the applicable reporting requirements in all approved subcontracts and assignments that result from this RFP.

## **SECTION 4: FINANCIAL SPECIFICATIONS**

### **4.1 FUNDING SOURCES**

CAAC is a recipient of Local, State and Federal Funds. Accordingly, the contract will require fiscal and compliance audits as mandated by Local, State and Federal regulations. This Contract is dependent upon available funding and may be terminated upon written notice in the event that funding is reduced or no longer available.

### **4.2 COST ALLOCATION, ALLOWABLE COSTS, AND DISALLOWANCES**

CAAC has the responsibility to ensure contracted costs are necessary, reasonable, and allowable as defined by Local, State and Federal standards.

### **4.3 PRICING**

#### **4.3.1 Taxes, Shipping, and Invoicing.**

The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this RFP, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to CAAC unless specifically excluded. Proposal prices shall include any and all transportation costs. The Vendor shall be paid, except as otherwise stated in this RFP, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified CAAC location(s).

#### **4.3.2 Fixed Price Contract.**

All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed proposal price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Vendor in accomplishing the work in accordance with the provisions of the contract.

## **SECTION 5: PROPOSAL PREPARATION**

### **5.1 PROPOSAL OUTLINE**

Vendors may submit for any, all or just selected portion(s) of the required services that are comprised in this RFP. If a Vendor cannot meet any particular requirement of the section that they are submitting to the Agency, the Vendor is requested to provide detail exceptions next to that requirement. Vendors that cannot meet the requirements of the sections of this RFP that they are responding to will be deemed non-responsive and not eligible for the award. Any information provided may be considered for proposal specifications.

This section sets forth the manner and content in which the proposal is to be compiled as follows:

#### **1) Company Narrative**

State your company's mission, vision, and its overall operation including company structure, office locations, type of services provided, geographic information, years of operation, certificate of insurance, commitment to non-profit philanthropical causes and company requirements for criminal background checks, if any, for employees.

#### **2) Vendors for Professional Employer Organization**

Provide a detailed description for the Professional Employer Organization Services proposal as specified in Article II. Specify any additional services that will be provided by the Vendor as specified in Section 2.2: Services to be Provided.

#### **3) Vendor's Experience**

Describe your company's current or past experience in providing Professional Employer Organization Services including years in operation, skill level, and experience. Please include a list

of completed projects of similar size and scope as the project in this RFP and specify the location of the project, along with three (3) references as specified in Section 2.1: Vendor’s Qualifications.

**4) Fiscal management Information Narrative**

Provide a brief description of your company’s accounting system, internal controls, and invoicing.

**5) Budget Information**

Itemize the structure for Professional Employer Organizations, including delivery charges, and include any other fees not outlined in Section 2.3: Price for Professional Employer Organization (PEO) Services.

**6) Required Documents**

Proposals must include the following required documents signed by the authorized representative:

- i. Disclosure of Potential Conflict of Interest
- ii. Certification Regarding Drug-Free Workplace
- iii. Certification Regarding Debarment
- iv. Statement of Non-Discrimination
- v. Certification Regarding Lobbying

**SECTION 6: PROPOSAL REVIEW PROCESS**

**6.1 OVERVIEW OF THE PROPOSAL REVIEW PROCESS**

CAAC will review and score each Proposal submitted in response to this RFP. As outlined within this section, CAAC will follow a Proposal review process to score Proposals, and all proposals that are scored will be presented to the full CAAC Board along with the recommendation that the Board approve the start of negotiations with the highest scoring proposal. If terms and conditions cannot be successfully negotiated within a timeframe set by CAAC, then the second highest scored proposal will be contacted, and the negotiations begin with that entity. The Proposal review process will be conducted as follows and, in the order, listed below:

<b>Step</b>	<b>Process</b>	<b>Scoring</b>
1. Agency Overview	Company profile, structure and geographic information.	5 Points are awarded for this section.
2. Services	Members of the Committee will independently review and score the services to be provided response of each Proposal in Section 2.3.	50 Points are awarded for this section.
3. Vendor Experience	Members of the Committee will independently review and score the vendor experience response of each Proposal in Section 2.2.	5 Points are awarded for this section.
4. Fiscal Management Information	Members of the Committee will independently review and score the Fiscal Information response of each Proposal in Section 5.0.	20 Points are awarded for this section.

5. Budget	Members of the Committee will independently review and score the Price for PEO Services response of each Proposal in Section 2.4.	15 Points are awarded for this section.
6. Required Documents	Members of the Committee will independently review and score the required documents response of each Proposal in Section 5.1.	5 Points are awarded for this section.
7. Total Score	The highest scoring Proposal is recommended to CAAC's Board for Contract Award.	Proposals are ranked by score.

**6.2 TOTAL PROPOSAL SCORE**

The highest scoring Proposal is recommended to CAAC's Board for award; however, the Evaluation Committee shall select the proposal they determine to be in the best interest of CAAC, regardless if the Vendor has achieved the highest score.

**6.3 SELECTION, NEGOTIATION, AND DETERMINATION**

CAAC reserves the right to have the proposal(s) evaluation process conducted by an external/independent evaluation review team or have the proposal(s) evaluation process conducted by an evaluation team, consisting of staff, to be designated by CAAC. CAAC will evaluate responses received, make a tentative selection decision, may request a presentation by the vendor and may negotiate with the top-ranking applicant(s). After completion of the Proposal review and scoring process, the Evaluation Committee will present a summary of all proposals that were scored to CAAC's Board and recommend approval to begin contract negotiations with the highest scored proposal. The Committee shall also ask the Board for approval to begin contract negotiations with the next highest scored proposal if a contract cannot be successfully negotiated within a timeframe as set by CAAC. After selection and notification, CAAC and the successful proposer will finalize a contract. No contract is effective until signed by CAAC. CAAC reserves the right to amend or withdraw this RFP at any time by notifying each potential proposer of record.

**SECTION 7: PROPOSAL SPECIFICATIONS**

**7.1 INSTRUCTIONS TO VENDORS**

**7.1.1 Purchasing Agent Contact Information.**

Brenda Molendyk – Community Action of Allegan County

Address: 323 Water Street, Allegan, MI 49010

Telephone Number: (269) 673-5473

E-mail Address: [bmolendyk@communityactionallegan.org](mailto:bmolendyk@communityactionallegan.org)



**7.1.2 Examination of Solicitation Documents and Explanation to Vendor.**

Vendor are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost of goods or performance of any work. Failure to do so will be at the sole risk of the Vendor. Should the Vendor find discrepancies in or omissions from the solicitation documents or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the Vendor shall promptly notify the Purchasing Agent in writing. The Vendor making such request will be solely responsible for its timely receipt by the Purchasing Agent. Replies to such notices may be made in the form of an addendum to the solicitation.

**7.1.3 Interpretation or Representations.**

CAAC assumes no responsibility for any interpretation or representations made by any of its agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

**7.1.4 Acknowledgment of Addendum.**

If the RFP is amended, then all terms and conditions that are not modified remain unchanged. It is the Vendor's responsibility to keep informed of any changes to the solicitation. Vendor must sign and return with their proposal an Acknowledgment of Addendum for any addendum issued. Proposals that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

**7.1.5 Valid Period of Offer.**

The Pricing terms and conditions stated in your submitted proposal must remain valid for ninety (90) days from the date of delivery of the proposal to CAAC.

**7.1.6 Extension of Prices.**

In the case of error in the extension of prices in the proposal, the unit price will govern. In a lot proposal, the lot price will govern.

**7.1.7 Proposal Preparation Costs.**

The costs for developing and delivering responses to this RFP are entirely the responsibility of the Vendor. CAAC is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a purchase order or contract.

## **7.2 PROPOSAL SUBMISSION**

### **7.2.1 Proposals Must Be Sealed and Labeled.**

Quotes must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP #HR2019. Proposals must be received at CAAC Office at 323 Water Street, Allegan, MI 49010 prior to 4 p.m., local time on the Due Date specified on the coversheet. All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the proposal.

The proposal submitted in response to the RFP must be on 8 ½" x 11" paper reproduced or printed on one side only.

Each complete proposal shall include a Table of Contents (which will serve as a Checklist) reflecting the numbering and placement of items in the proposal. A Title Page shall be attached to the top of the proposal, preceding the Table of Contents.

Proposal responses should all contain a header or footer with the name of the organization submitting the response and page numbers. Page numbers should be consecutive from beginning to end, including attachments. Proposals are not to be paginated by sections.

Proposals should not be elaborately bound but should be clipped at the top with clips. Do not use any type binder or staples.

Two (2) proposals must be a paper original with original signatures and marked as "Original," along with one electronic copy submitted to [bmolendyk@communityactionallegan.org](mailto:bmolendyk@communityactionallegan.org). The proposer is encouraged to retain a paper reference copy.

It will be the responsibility of the proposer to obtain verification of receipt of the proposal. No proposal will be accepted after the date and time noted above.

### **7.2.2 Late Proposals.**

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor sole risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

### **7.2.3 Vendor Signature.**

The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The Vendor signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude CAAC from obtaining the best

possible supply or service.

### **7.3 CHANGE OR WITHDRAWAL OF PROPOSALS**

#### **7.3.1 Change or Withdrawal PRIOR to Proposal Opening.**

Should any Vendor desire to change or withdraw a proposal prior to the scheduled opening, the Vendor may do so by making such request in writing to the Purchasing Agent listed in Section 1.1.1 above. This communication must be received prior to the date and hour of the proposal opening by a request in writing or to the Purchasing Agent. A proposal may be withdrawn or amended at any time prior to the selection announcement by writing to [bmolendyk@communityactionallegan.org](mailto:bmolendyk@communityactionallegan.org).

#### **7.3.2 Change AFTER Proposal Opening But Prior to Proposal Award.**

After proposals are opened, they may not be changed except to correct patently obvious mistakes and minor variations. The Vendor shall submit verification of the correct proposal to CAAC prior to the final award by CAAC.

### **7.4 PROPOSAL AWARDS**

#### **7.4.1 Basis for Award.**

A contract will be awarded to the responsible Vendor whose proposal is determined to be the most advantageous to CAAC, taking into consideration the price and such other factors or criteria which are set forth in this RFP.

#### **7.4.2 Disqualification.**

The Proposal of a vendor who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity will be rejected.

#### **7.4.3 Rejection of Proposals.**

While CAAC has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by CAAC to award and execute a contract. Upon a determination such actions would be in its best interest, CAAC, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any/all/late Proposals or portions thereof; or
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- If awarded, terminate any contract if CAAC determines adequate state funds are not available.

**7.4.4 Contract Inception.**

This RFP is not a contract offer. Acceptance of a proposal neither commits CAAC to award a contract to any vendor, even if the RFP meets all requirements stated in this RFP, nor limits our right to negotiate in our best interest. We reserve the right to contract with a Vendor for reasons other than price.

**7.5 POINT OF CONTACT**

From the date this Request for Proposal (RFP) is issued until a Vendor is selected and the selection is announced by the CAAC, Vendors are not allowed to communicate with any CAAC staff or officials regarding this procurement, except at the direction of the Executive Director. Any unauthorized contact may disqualify the Vendor from further consideration.

All questions should be addressed to CFO/COO:

Brenda Molendyk

Address: 323 Water Street, Allegan, MI 49010

Telephone Number: (269) 673-5472

E-mail Address: [bmolendyk@communityactionallegan.org](mailto:bmolendyk@communityactionallegan.org)

**SECTION 8: RFP TERMS AND CONDITIONS**

**NOTICE TO VENDORS:**

All proposals are subject to the provisions of this RFP terms and conditions specific to this RFP, the Proposal Specifications, and CAAC Terms and Conditions.

CAAC objects to and will not evaluate or consider any additional terms and conditions submitted with a Vendor response. This applies to any language appearing in or attached to the document as part of the Vendor response. Do not attach any additional terms and conditions. By execution and delivery of this document, the Vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

**REVIEW AND APPEAL PROCESS**

All protests or appeals of funding decisions rendered by the CAAC and all complaints arising out of the administration of any contract or RFP shall be resolved in accordance with the CAAC Complaint and Grievance Policy.

**CONFIDENTIALITY**

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Respondent that are submitted to the CAAC, as part of the proposal or otherwise, shall become the property of the CAAC when received by the CAAC and may be

considered public information under applicable law.

**INSURANCE:**

The Vendor must maintain the insurance coverage required by CAAC while any agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to CAAC when required.

**INDEMNIFICATION/ASSURANCES AND CERTIFICATIONS**

Organizations or agencies submitting a proposal must be willing to sign a contract, which will provide a full indemnification and hold harmless of any liability of Community Action of Allegan County or its governing bodies for any services conducted by the contract agency. The contract will include a full statement of responsibility for reimbursing CAAC 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.

**CONFLICTS OF INTEREST:**

Vendor shall not give money or any other thing of value to members of CAAC's Evaluation Committee or to any employee of CAAC.

**ORAL AGREEMENTS OR ARRANGEMENTS:**

Any alleged oral agreements made by the Vendor with any CAAC employee will be disregarded in any proposal evaluation or associated award. Communication with any personnel regarding this RFP other than through the designated email address above is prohibited. Solicitation of CAAC Board Members or Board staff by subrecipients, contractors, service providers, or proposers concerning proposals, bids, or contract awards is prohibited. Any such solicitation may result in rejection of the proposal, bid and contract award, and disqualification, suspension or debarment of the subrecipient, contractor, service provider or proposer.

**OWNERSHIP OF PROPOSALS:**

Proposals and any other materials submitted by Vendor in response to this RFP will become the exclusive property of CAAC upon receipt and will not be returned.

**DEBARMENT AND SUSPENSION:**

Pursuant to 2 CFR 200 the Vendor shall comply with the non-procurement debarment and suspension common rule, "Debarment and Suspension." This common rule restricts subawards and Contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

**MULTI-YEAR CONTRACTS:**

Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to CAAC to support continuation of performance in any fiscal year succeeding the first fiscal year and/or if the Vendor’s performance is not satisfactory. CAAC will notify the Vendor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding fiscal year. In the event of cancellation, the Vendor will be reimbursed for those costs, if any, which are so provided for in the contract.

**U.S. FUNDS:**

All prices and payments must be in U.S. dollars.

**SECTION 9: VENDOR CERTIFICATIONS & REPRESENTATIONS**

The Vendor represents and certifies as part of its proposal that:  
*(Please answer all following questions and check/complete all applicable boxes/blocks.)*

**K.1 Type of Business Organization**

The Vendor, \_\_\_\_\_ by checking the applicable box, represents that:

a) It operates as  a corporation incorporated under the laws of the State of \_\_\_\_\_,  
 an individual,  a partnership,  a nonprofit organization, or  a joint venture.

b) If the Vendor is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization,  
 a joint venture, or  a corporation, registered for business in\_(country).

**K.2 Certification regarding Debarment, Suspension, etc.**

The Vendor certifies, to the best of its knowledge and belief, that:

I. The Vendor and/or any of its principals:

(a) Are , are not , presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(b) Have , have not , within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or 'destruction of records, making false statements, or receiving stolen property; and,

(c) Are , are not , presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the above offenses.

II. The VENDOR has , has not , within a 3-year period preceding this offer, had one or more federally-funded contracts/subcontracts terminated for default.

**K.3 Small Business, Woman-Owned Small Business, and Small Disadvantaged Business Subcontracting Plan Socio-Economic Status Certification**

The Vendor may be required to submit Small Business, Woman-Owned Small Business, and Small Disadvantaged Business (SB/WOSB/SDB) Subcontracting Plan to its customer under the prime contract, and the Vendor may be required to submit a SB/WOSB/SDB Subcontracting Plan to the Vendor under any proposed subcontract hereunder. With respect to such requirements, the Vendor hereby represents and certifies that its socio-economic status is as follows: (check all applicable boxes).

- 1)  Small Business  Large Business  Non-Profit Business  Foreign Business (Non-US)
- 2)  Disadvantaged Business \_\_\_\_\_
- 3)  Woman-Owned Business
- 4)  Labor Surplus Area Business
- 5)  Historically Black College & University/Minority Institution
- 6)  Nonprofit Agency for the Blind and Other Severely Handicapped
- 7)  Economically Disadvantaged Indian tribe or Native Hawaiian Organization

**K.4 Certification of Non-Segregated Facilities (FAR 52.222-21) (applicable to orders/bids over \$10,000)**

a) "Segregated facilities," as used herein, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise.

b) By the submission of this offer, the Vendor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Vendor agrees that a breach of this certification is a violation of the Equal Opportunity clause in the subcontract.

c) The Vendor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

- 1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- 2) Retain the certifications in the files; and,

- 3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Non-segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**K.5 Certification Regarding A Drug-Free Workplace (FAR 52.223-5)**

*(applicable to orders/bids over \$25,000 for a business concern; or any dollar amount for an individual)*

- a) "Drug-free workplace" means the site(s) for the performance of work done by the subcontractor in connection with a specific subcontract at which employees of the subcontractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- b) By submission of its offer, the Vendor, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that it will, not later than 30 calendar days after subcontract award:
  - 1) Publish a statement notifying all employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subcontractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - 2) Establish an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the subcontractor's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and, the penalties that may be imposed upon employees for drug abuse violations.
  - 3) Provide all employees with a copy of the statement required by (b) (1) above.
  - 4) Notify all employees, in writing, in the statement required by (b) (1) above, that as a condition of continued employment, the employee must abide by the terms of the statement; and notify the employer, in writing, of the employee's conviction under a criminal drug statute for a violation occurring in the workplace not later than five calendar days after such conviction.
  - 5) Notify the Vendor in writing within five calendar days after receiving employee notice referred to above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee.
  - 6) Within 30 calendar days after receiving employee notice referred to above, take appropriate personnel action against such convicted employee, up to and including termination; or, require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes.



7) Make a good faith effort to maintain a drug-free workplace through implementation of (b) (1) through (b) (6) of this provision.

c) By submission of its offer, the Vendor, if an individual who is making an offer of any dollar value, certifies and agrees that the Vendor will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the subcontract resulting from this solicitation.

d) Failure of the Vendor to provide the certification required by (b) or (c) of this provision, renders the Vendor unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a) (2) (i)).

**K.6 Previous Contracts and Compliance Reports (FAR 52.222-22)**

*(applicable to orders/bids over \$50,000 and 50 or more employees)*

The VENDOR represents that:

a) It  has,  has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

b) It  has,  has not, filed all required compliance reports; and,

c) Representations indicating submission of required compliance reports, signed by the offer OR's proposed subcontractors, will be obtained before subcontract award.

**K.7 Affirmative Action Compliance (FAR 52.222-25)**

*(applicable to orders/bids over \$50,000 and 50 or more employees)*

The VENDOR represents that:

a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or,

b) It  has not previously had contracts/subcontracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.8 Clean Air And Water Certification (FAR 52.223-1) (applicable to orders/bids over \$100,000)**

The VENDOR certifies that:

a) Any facility to be used in the performance of this proposed subcontract is , is not  listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b) The Vendor will immediately notify the Agency, before award, of the receipt of any communication from

the Administrator, or a designee, of the EPA, indicating that any facility that the Vendor proposes to use for the performance of the subcontract is under consideration to be listed on the EPA List of Violating Facilities; and, c) The Vendor will include a certification substantially the same as this certification, including this paragraph (c), in every non-exempt sub- subcontract.

**K.9 Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions**

**(FAR 52.203-11) (applicable to orders/bids over \$100,000)**

a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

b) The Vendor, by signing its offer, hereby certifies, to the best of its knowledge and belief, that on or after December 23, 1989:

- 1) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, on his or her behalf, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
- 2) If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, on his or her behalf, in connection with this solicitation, the Vendor shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Vendor; and,
- 3) The Vendor will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

c) Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.10**      **Anti-Kickback Procedures** (FAR 52.203-7) (*applicable to orders/bids over \$100,000*)

a) "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Vendor, prime Vendor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Vendor in connection with a subcontract relating to a prime contract.

b) The Anti-Kickback Act of 1986 (41 U.S. C. 51-58) (the Act), prohibits any person from:

- 1) Providing or attempting to provide or offering to provide any kickback;
- 2) Soliciting, accepting, or attempting to kickback; or,
- 3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Vendor to the United States or in the contract price charged by a subcontractor to a prime Vendor or higher tier subcontractor.

c) The Vendor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

d) When the Vendor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Vendor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head contracting agency if the agency does not have an inspector general, or the Department of Justice.

e) The Vendor agrees to incorporate the substance of this clause, including this subparagraph but accepting subparagraph (c), in all subcontracts under this contract which exceed \$100,000.

By signing below the Vendor certifies that all the above representation and certifications are accurate, current and complete.

VENDOR NAME: \_\_\_\_\_

VENDOR ADDRESS: \_\_\_\_\_

VENDOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*