

# REQUEST FOR PROPOSALS

HR Management Companies (PEO or ESP)



**Request for Proposals Issued: March 17, 2025**

**Deadline for Submittal of Proposals: April 16, 2025**

## GENERAL PROCEDURAL TERMS AND CONDITIONS

### A. INTENT

This solicitation is for the purpose of entering into a contract for the purchase of qualified HR management firm services for William C. Abney Academy (the “District”) to assist with HR and payroll functions, as outlined in this RFP.

### B. BID PACKET RELEASE AND PRE-BID MEETING INFORMATION

1. A copy of the RFP will be available via the school website ([www.thewcaa.org](http://www.thewcaa.org)) by March 18, 2025. Firms are responsible for checking the website periodically for any updates or revisions to the RFP.
2. No designated pre-bid meeting will be held. Any questions from bidders can be directed to Cate Nolan at [cnolan@thewcaa.org](mailto:cnolan@thewcaa.org).
3. Final questions from bidders shall be submitted in writing to the District at [cnolan@thewcaa.org](mailto:cnolan@thewcaa.org) no later than April 7, 2025, and will be addressed by the District by April 11, 2025.

### C. BID SUBMISSION AND AWARD

1. Bids/proposals are to be submitted electronically via email to [cnolan@thewcaa.org](mailto:cnolan@thewcaa.org) by 5:00 pm on April 16, 2025.
2. One (1) original signed proposal and one (1) digital copy in PDF format shall be sent to Cate Nolan, Business Manager, 1435 Fulton St E, Grand Rapids, MI 49503. The proposal shall be made in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than April 18, 2025. Any bid received after the exact time specified for receipt will not be considered or opened publicly.
3. The District reserves the right to exercise its discretion to reject any or all bids.
4. To be considered, each bidder must submit a complete response to this solicitation, which addresses all requirements outlined in this RFP.
5. Awards, if any, shall be made to a qualified and responsible bidder whose bid is responsive to this solicitation. A responsible bidder is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
6. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder’s own risk and he/she cannot secure relief on the plea of error.
7. If additional information is required, please contact Cate Nolan at [cnolan@thewcaa.org](mailto:cnolan@thewcaa.org).

### D. INCURRED COSTS

1. The District is not liable for any cost incurred by the bidder prior to the signing of the contract by all parties.

### E. BACKGROUND

1. William C. Abney Academy (“WCAA”) is a public school academy organized to provide public school instruction as a charter school located at 1435 Fulton St E, Grand Rapids, MI 49503. WCAA operates under the direction of the WCAA Board of Directors (“Board”). WCAA is authorized by law to contract with a private entity to provide employee administration and management services.

## F. SCOPE OF WORK

The William C. Abney Academy is seeking to contract with an HR management company and is looking for collaboration and assistance from qualified firms who can satisfactorily provide the following:

1. **Recruitment of Employees:** The Vendor shall be responsible for recruiting and screening qualified and certified teachers, instructors, and support staff as may be necessary to accomplish the educational mission of WCAA consistent with the Board-approved budget. The WCAA administrative team shall be responsible for conducting interviews with appropriate candidates and selecting the individual to fill the open position. The Vendor shall comply with all Federal and State statutes and administrative requirements.
2. **Employment Agreements and Compensation:** Compensation for all WCAA employees, including, but not limited to, health care and retirement benefits shall be established by WCAA through its budget, and implemented by the Vendor. The terms and conditions of such employment shall be set forth in an employment agreement between each employee and the Vendor/WCAA or other written document, as determined by agreement between the Vendor and WCAA. Information regarding all costs, including the employment costs, annual salary and benefit costs by individual, will be provided to the Board by the Vendor and/or WCAA upon request.
3. **Health Care Insurance:** The Vendor shall provide all eligible WCAA employees, who are not covered by a spouse’s plan, comprehensive medical care insurance. In addition, the Vendor shall be responsible for COBRA compliance and continuation of health benefit plans to terminated employees and qualified dependents, subject to the continuation of the agreement between WCAA and the Vendor.
4. **Retirement Plan:** The Vendor shall make available to WCAA a retirement plan pursuant to IRC Section 401(k) for all qualified employees, subject to WCAA review. WCAA shall review any changes made to the plan. The Vendor shall also ensure that the proposed agreement makes WCAA employees eligible for the Michigan Public School Employees’ Retirement System (“MPSERS”). The Vendor shall oversee the administration of the MPSERS program, to include enrollment, reporting, payment, and compliance.
5. **Payroll Taxes:** The Vendor shall report and pay all applicable federal, state, and local employee and employer payroll taxes. The Vendor, as the co-employer, shall act as the W-2 employer for record keeping purposes.
6. **Payroll Records:** The Vendor shall maintain and verify all required payroll and benefit records.

7. ***Policies and Procedures:*** All payroll, benefit, and personnel policies and procedures shall be established by the Vendor with input from WCAA. The Vendor shall make good faith efforts to act in the best interests of WCAA with regard to its policies and procedures. WCAA shall cooperate and assist the Vendor in the implementation of and supervision of all such policies and procedures.
8. ***Worker's Compensation Insurance:*** The Vendor shall maintain Worker's Compensation insurance during the term of the contract on all employees assigned to work for WCAA under the agreement. Upon written request, the Vendor shall provide a Certificate of Insurance verifying coverage of Worker's Compensation insurance.
9. ***Hiring, Evaluating, Supervising, Disciplining, and Firing:*** The Vendor shall act as the Human Resources department for WCAA and shall own the tasks and responsibilities that are typical of such a department, including, but not limited to, hiring, evaluating, supervising, disciplining, and firing employees. The tasks will be conducted with consultation with the School Leader or other designee before formal action is taken. The WCAA Board will have input on the selection and evaluation of the School Leader. The School Leader will be responsible for on-site supervision and serve as the liaison to the Board on employment matters on behalf of the Vendor.
10. ***Compliance with Applicable Criteria:*** The Vendor assumes sole responsibility for assuring that all services set forth in this agreement provided by the Vendor are provided in compliance with and conform to (i) all applicable federal, state, and local government and employment laws, rules, and regulations, including, but not limited to, all civil rights laws, Bullard-Plawecki Employee Right to Know Act, Whistleblower's Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act; (ii) all pertinent policies of those accrediting agencies from which WCAA has secured or is seeking accreditation, including but not limited to, the WCAA Authorizer and the Michigan Department of Education; and (iii) all other applicable written policies as communicated to the Vendor through the School Leader, Board President, or Board minutes.
11. ***M.U.S.I.C. Insurance Coverage:*** The Vendor shall maintain an insurance policy that complies with the M.U.S.I.C. requirements, as required by the Charter Contract and Michigan Universities Self Insurance Corporation. The cost of the policy will be reimbursed to the Vendor within thirty (30) days of receipt of the billing from the Vendor by WCAA. The Vendor shall name WCAA and their Authorizer as an additional insured on this policy.

## **G. CONTENTS FOR PROPOSALS**

In order for proposals to be considered, said proposal must be clear, concise, complete, well organized and demonstrate both bidder's qualifications and its ability to follow instructions. The quality of answers, not the length of responses or visual exhibits, is important in the proposal.

The proposal shall be organized in the format listed below and shall be limited to 15 pages (excluding attachments and appendices). Bidders shall read each item carefully and answer each of the following items accurately to ensure compliance with District requirements. Failure to provide all requested information or deviation from the required format may result in disqualification. Restate each item prior to addressing said item.

1. **Submittal Letter:** Include the RFP's title and submittal due date, the name, address, and telephone number of the responding firm. Include a contact person and corresponding email address. The letter shall state that the proposal shall be valid for a 45-day period. The person authorized by the firm to negotiate a contract with the District shall sign the cover letter.
2. **Description of Firm:** This section should provide information regarding the size, location, nature of work performed, years in business and the approach that will be used in meeting the needs of the District.
3. **Organizational Structure:** Describe your firm's organizational structure. Supply the composition of the team who would work with WCAA.
4. **References and Description of Experience:** This section should identify similar clients that the firm has worked with as outlined in the RFP. Use this section to indicate the areas of expertise of your firm and how the firm's expertise will enable the District to benefit from that expertise. Include the size of at least three (3) school districts with similar demographics and student performance, along with the names of individuals familiar with your work that can be contacted by District staff.
5. **Services Overview:** This section should clearly convey the bidder's understanding of the nature of the services and the general approach the firm will use to fulfill the contract.
6. **Detailed Work Plan:** This section of the proposal should include a full description of each service your firm would provide as part of the contract. The work description should be in sufficient detail to show a clear understanding of the services and the proposed approach that can be expected for each. A schedule showing the important milestones for onboarding and implementation of WCAA upon commencement of an executed agreement should also be included.
7. **Cost Proposal:** This section must provide a full description of the expected expenditures for the work described in this RFP. The cost proposal must include all firm fees, fee structures, and other relevant costs to fulfill the proposed contract.
8. **Documentation & Forms:** Please see the Appendix for forms that need to be returned with the proposal packet. The bidder will also include proof of insurance and a completed W-9.

## H. SELECTION CRITERIA

Consulting firms submitting proposals are advised that all proposals will be evaluated to determine the firm deemed most qualified to meet the needs of the District. The selection criteria will include, but not be limited to, the items listed below:

1. Demonstrated understanding and responsiveness to the RFP.
2. Proposals and experience of firm and personnel named in the proposal.
3. Project understanding and approach including an understanding of the District.
4. Oral interview.
5. Completeness and quality of the proposal.
6. Cost proposal.

**I. PROCESS FOR SELECTING FIRM**

1. A Selection Advisory Committee will select and rank in the order of their qualifications those companies deemed to be the most highly qualified to perform the required work.
2. The Selection Advisory Committee may choose to interview any, all, or none of the bidders as may be in the best interest of the District. If interviews are held, the chairpersons will notify those companies selected as to the place, date, and time. The District will make investigations as necessary regarding the financial stability of any or all respondents and may require review by the District's legal counsel. The names of all firms submitting proposals and the names, if any, selected for interview shall be public information. After award, final ranking, committee comments, and evaluation scores, the contents of all proposals become public information. Firms that have not been selected shall be so notified in writing after the conclusion of the selection process.
3. ***Schedule for Submission & Evaluation Process:***
  - i.* 3/18/25 – 3/21/25: RFP distributed to vendors
  - ii.* 04/07/25: Deadline for RFP bidder questions
  - iii.* 04/11/25: Deadline for RFP response to questions
  - iv.* 04/16/25: Proposals due
  - v.* 04/18/25: Evaluation committee review
  - vi.* 04/21/25: Recommendations to Board of Directors
  - vii.* 04/22/25: Negotiate contract/provider signed contract
  - viii.* 04/30/25: Contract fully executed
  - ix.* 07/01/25: Anticipated earliest begin date

Late bids will be returned to the bidder unopened.

**J. Award**

1. ***Evaluation of Bid Proposals:*** Proposals will be evaluated based on the degree to which the proposed solution meets or exceeds the stated requirements, the perceived sustainability of the proposed solution, the acquisition cost of the proposed solution, recurring costs associated with the proposed solution, other capabilities provided by the proposed solution not addressed in this RFP, the delivery and implementation timeframe of the proposed solution, reputation of the vendor and services included in the proposed solution. The order of the criteria listed is of no consequence. The weight to which each criterion is considered will be at the sole discretion of the District.

2. ***Award of Contract:*** The award of the Contract will be made to the responsive bidder whose bid conforms, as specified in this document, and that is most advantageous to the District, price, and other factors being considered. The District reserves the right to reject any and all bids or part thereof and waive any irregularities.
3. ***Timeline to Start Work:*** The commencement date of contract will be July 1, 2025, at which time Vendor-provided insurance shall be effective. The Vendor is responsible for ensuring sufficient preparation time, such that the appropriate insurance policies, workflows, and other relevant services in the agreement are in place on July 1, 2025.

**Appendix A: Familial Relationship Disclosure Form**

All bidders must complete the following familial disclosure and attach this information to the bid.

By the attached sworn and notarized statement, we are disclosing the following familial relationship(s) that exist between the owner or any employee of the bidder working with William C. Abney Academy (“WCAA”) and any member of the WCAA Board of Directors or School Administration. WCAA will not accept a proposal that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship, or NONE):

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Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name of firm: \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_, agent of the said firm \_\_\_\_\_ and who acknowledged the same to be his free act and deed as such agent.

\_\_\_\_\_  
Notary Public



**Appendix B: Debarment & Suspension Certificate**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

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Exceptions will not necessarily result in denial or award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

**Notes:** *Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this document on the signature portion thereof shall also constitute signature of this Certification.*

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix C: Criminal Background Affidavit**

The undersigned, the owner or authorized officer of the below-named Firm, pursuant to the criminal background compliance certification requirements of William C. Abney Academy (the "School District") hereby represents and warrants that the Firm has performed and/or will perform sufficient criminal background checks, including at a minimum, an Internet Criminal History Tool ("ICHAT") check, for all of its owners, employees, agents, representatives, contractors and/or other personnel who will be on any School District premises to carry out the services contemplated by the Contract Documents.

The Firm further hereby certifies that no owner, employee, agent, representative, contractor and/or other personnel of the Firm will be on any School District premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of "Listed Offense" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722.

The Firm further acknowledges that if it is found to have submitted a false certification or otherwise fails to comply with the requirements of this certification, the School District may immediately terminate the Contract.

FIRM: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_, agent of the said firm \_\_\_\_\_ and who acknowledged the same to be his free act and deed as such agent.

\_\_\_\_\_  
Notary Public

**Appendix C: Affidavit of Compliance – Iran Economics Sanctions Act**

**AFFIDAVIT OF COMPLIANCE – IRAN ECONOMICS SANCTIONS ACT**  
**Michigan Public Act No. 517 of 2012**

The undersigned, the owner or authorized office of the below-named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in the William C. Abney Academy’s (the “School District”) Request for Proposals For an HR Management Company (the “RFP”), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economics Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contactor will not become an “Iran linked business” at any time during the course of performing any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

FIRM: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_, agent of the said firm \_\_\_\_\_ and who acknowledged the same to be his free act and deed as such agent.

\_\_\_\_\_  
Notary Public