



GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 343,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030 Fax (810)257-3380

www.gc4me.com

Keith Francis
Controller

July 29, 2016

GENESEE COUNTY REQUEST FOR PROPOSALS #16-093

Sealed proposals will be received until **3:00 p.m. (EDT) Thursday, August 18, 2016**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **GRANT WRITING and CONSULTANT SERVICES**.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department or at the website www.gc4me.com.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

DUE DATE: 3:00 p.m. (EDT) Thursday, August 18, 2016
PROPOSAL REQUEST NUMBER: #16-093

Cindy Carnes

CINDY CARNES, PURCHASING MANAGER

bid2\2016\16-093
Attachments

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RFP #16-093 GRANT WRITING SERVICES

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT) Thursday, August 18, 2016**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., closed noon to 1:00 p.m. for lunch, closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Submit one original, one paper copy and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted at the Buy4Michigan or MITN site for this offering.
3. **Buy4Michigan** – an alternate review of proposal request can be done at **Buy4Michigan.com**. Open Market Bid 303717B0008899. Requests for proposal and opportunities to bid on products and services required by Genesee County can be found on the website **www.Buy4Michigan.com**. This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFP and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.
 - a. You must register at the site to participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.

If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 a.m. through 8:00 p.m. ET. To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bsso/login.sdo> and click on Register <https://www.buy4michigan.com/bsso/external/fidCheck.jsp>.

4. Michigan Inter-governmental Trade Network– an alternate review of the RFP number RFP-CC-16-093 can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.
 - a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or

<https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.

5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
6. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
7. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
8. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

9. Proposal Format: Proposals must be submitted in the format outlined in SECTION 6 - INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

SECTION 2 - STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can write grants for Genesee County Community Action and Resource Center (“GCCARD”) and other county departments as needed.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the GCCARD. The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and ccarnes@co.genesee.mi.us. Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **12:00 p.m. (EDT) Friday, August 12, 2016** to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in SECTION 6 - INFORMATION REQUIRED FROM PROPOSERS. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
6. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
7. **Disclosure:** All information in an offeror’s proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the “Freedom of Information Act”. This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion

of their submission as “confidential” or “proprietary,” the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than 12:00 p.m. (EDT) Friday, August 12, 2016), to the Genesee County Purchasing Department as listed above.

8. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
9. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.

SECTION 4 - QUALIFICATIONS OF PROPOSERS

In order to qualify for award, a proposer shall have the capability in all respects to perform the work and the integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all procurement requirements.

1. Possess working experience and knowledge of the following areas: mastery of English grammar; strong research skills; knowledge of program customer service delivery; knowledge of nonprofit operation; understanding of local, state, federal, private and public funding sources; careful attention to detail, maintenance of documents and records, and mastery of Microsoft Office Suite.
2. The proposer’s consultant personnel shall have not less than five (5) years of experience providing professional consultation to governmental agencies and non-profit organizations including grant writing services; local evaluation of programs and services; monitoring and reporting of human services program and service programs and services; training and professional development; compliance with governmental regulations and requirements; and organizational brand/reputation management campaign services.
3. The proposer’s consultant personnel shall have a Master’s Degree in Education, Master’s Degree in Public Administration or other advanced/professional degree not less than five (5) years professional grant writing and resource development experience consulting with government agencies, ad non-profit human services or community/economic development.

4. Possess extensive knowledge of computer based management and operations systems, those based on an compatible with Microsoft Office Suite
5. The proposer and its personnel shall conduct their activities in a manner that maintains client and employee confidentiality consistent with Genesee County and other applicable policies and requirements

It is the proposer's responsibility to provide sufficient documentation that the above criteria are met.

SECTION 5. SCOPE OF SERVICES

INTRODUCTION

There is an increasing demand on Genesee County Community Action Resource Department to ensure high quality, cost effective services to the citizens of Genesee County. Several factors contribute to these requirements, including a declining tax-base, growing numbers of residents living in poverty, an aging senior population, and increased need for specialized assistance and services to address the Flint Water Crisis. The grant writing application process and rating criteria are increasingly technical and competitive. Grant applications are often submitted electronically. Funders are more persistent in demanding outcomes for funds invested in programs to serve individuals and families who are disadvantaged.

The selected contractor will work with the various departments within Genesee County Community Action Resource Department. Consultant services will include strategic grant seeking at the administrative and programmatic levels. Planning and developing services will be aimed at ensuring Genesee County Community Action Agency is well-positioned to take full advantage of grant opportunities for which the organization is eligible.

DESCRIPTION OF SERVICES

This award will be made to a single contractor to provide all of the services. The service provider is expected to provide a full range of service expertise from skilled and experienced consultants. Genesee County is seeking proposals from qualified professional service consultants to provide:

1. Strategic grant research services
 - a. Thorough knowledge of the organization's mission, programs and services
 - b. Understanding of assets, strengths, challenges, service gaps, and needs
 - c. Proactive identification of potential funding sources, programs, deadlines and requirements
 - d. Knowledge of organization's funding history, opportunities
 - e. Planning and implementation of strategic grant seeking plan and calendar
 - f. Documentation of strategic identification of potential partners and collaborators

- g. Research regarding best practice, evidence-based programming and program models
- 2. Grant writing services
 - a. Documentation of organizational history
 - b. Acquire needs data
 - c. Develop project logic model
 - d. Complete program work plan
 - e. Develop program budget
 - f. Obtain feedback for applications submitted
 - g. Identify and document lessons learned from successful and unsuccessful application
 - h. Provide the full range of services to ensure timely submission of high quality grant applications
- 3. Program planning and development
 - a. Complete community needs assessment
 - b. Identify community assets
 - c. Identify service gaps
 - d. Contribute to continuous improvement planning and development
 - e. Identify and suggest ideas for new and expanded programs and services
- 4. Program monitoring, benchmarking, and evaluation
 - a. Participate in systemic program monitoring, assessment through ongoing data collection, review, and analysis
 - b. Ensure efficient and high quality program start up through development of benchmarking and reporting procedures, documents, and systems
 - c. Assessment of services and intervention for effectiveness and efficiency
 - d. Assessment of program fidelity to research-based program and service models
 - e. Measure program impact through assessment of short and long-term measurable outcome goals
 - f. Evaluate program status through investigation of program output, effectiveness of design, data collection, interventions, services and support
- 5. Organizational progress reports
 - a. Assess and document organizational progress
 - b. Utilized data collection and analysis to measure and document progress toward short- and long-term goals and objectives
 - c. Produce written reports related to the organization's formative and summative progress (annual report, website updates, community needs assessments, evaluation findings, press releases, media announcements, and special notices)
- 6. Strategic planning
 - a. Facilitate periodic strategic planning process
 - b. Assist staff in developing/refining mission, vision, value, goals and action planning

- c. Assist staff in producing written strategic plans that contain goals, objectives, activities, timelines and personnel responsibilities
7. Media/communication activities to advance grant acquisition
 - a. Prepare press releases to inform the community of the existence and impact of GCCARD programs
 - b. Prepare press releases announcing new funds received, their purpose and activities
 - c. Obtain print and broadcast media coverage of GCCARD activities and impact
 8. Donor cultivation activities
 - a. Plan and implement non-ask events to build awareness of GCCARD goals and programs
 - b. Plan and implement strategies for cultivating vendors and service providers as active donors
 - c. Plan fundraising campaigns that engage community partners in fundraising and donation events

TIME AND SERVICE

Contractor will provide GCCARD with a bi-weekly report and invoice for completed projects. Reports will include anticipated project completion timelines and the progress of assigned projects.

SECTION 6 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

In order to be deemed responsive, proposals must be submitted in the format outlined below:

All proposals received must consist of the items referenced below and in the required format stated in this section, for a proposal to be deemed responsive.

1. Required documents
 - a. Signed Signature Page
 - b. Executed Insurance Checklist - Submit the attached insurance checklist signed by an authorized representative of your firm and your firm's insurance carrier.
 - c. Completed Reference Page - Genesee County reserves the right to contact references in evaluating a prospective Contractor's ability to perform the services required. Therefore, a list of three (3) references shall be included with the proposal that can attest to the proposer's qualifications to provide the services referenced in the Scope of Services/Work.
2. Proposer's Company Experience & Qualifications
 - a. Provide the number of years in business, type of establishment, work history (experience), name of operation/business, etc. This

information shall include a State of Michigan Business License (if applicable), and a list of all relevant certifications.

- b. Identify the Lead Consultant and other key staff that will be assigned to the project. Provide a synopsis of their professional experience as it relates to the scope of this project.
 - c. Documentation that the proposer has experience providing work to governmental entities and non-profit agencies. A descriptive summary of such experience shall be provided.
 - d. Provide specific examples of your activities as it relates to the seeking and writing of grants. Identify, in detail, the project, your approach and the outcomes of each activity.
 - e. Clearly define professional services to be provided - see Section 6 Scope of Services for the type of professional services being requested.
3. Statement of Financial Stability - Provide information that establishes the proposer has the financial stability to assure good faith performance.
 4. Cost Proposal - Submit a cost proposal expressed in cost per hour, per day and for off-hour work. The cost proposal shall include proposed rates for the provision of services as specified and referenced in this solicitation. In addition, the proposed rate(s) shall include the cost of supplies, vehicles, equipment, gas, licenses, overhead, and all operating costs deemed necessary for the performance of the work and provision of services.
 - a. Additional Proposed Fees For Special Circumstances - Prospective offerors shall provide fees for services consisting of special circumstances not referenced in the scope of work and/or would not be included in the base proposed rate/hour. This information shall be provided on company letterhead as an attachment.

SECTION 7 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. The RFP/Contract will be awarded to the proposer who submitted a proposal that is more advantageous to the Genesee County. All proposals will be evaluated based on the following criteria listed in order of importance:

1. Demonstrated capability and capacity of the proposer to perform the desired services (30 points)
2. Knowledge and experience of the proposer and staff in Community Action Agency grant writing and resource development (25 points)
3. Professional References (20 points)

4. Cost/Proposed Fees (20 points)

5. Execution of Proposal (5 point)

TOTAL POINTS POSSIBLE = 100 Points

COST PROPOSAL

Rates are to be fixed and include the cost of supplies, vehicles, equipment, gas, licenses, overhead, and all operating costs deemed necessary for the performance of the work and provision of services. RFP 16-093.

Personnel Category	Hourly Rate	Daily Rate

Alternate cost proposals will be accepted with clear explanation.

SIGNATURE PAGE
GENESEE COUNTY RFP #16-093
GRANT WRITING SERVICES

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda _____ issued as part of the RFP:

Conflict of Interest:

____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

Exceptions to Solicitation and/or Standard Contract: NO _____ YES _____ (include attached statement)

Name (typed): _____

Signature: _____ Title: _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Date: _____

Contact Person of company representative for matters regarding this RFP

CONTACT NAME POSITION

E-MAIL

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX

GENESEE COUNTY INSURANCE CHECKLIST

Proposal Title GRANT WRITING SERVICES

Proposal Number 16-093

Coverages Required

Limits (Figures denote minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$ 100,000 accident/disease \$ 500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$ 1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$ 1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$ 200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$ 1,000,000 combined single limit each accident-Owned, hired, nonowned
<input type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI
<input checked="" type="checkbox"/> 8 <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
<input type="checkbox"/> 9. Other insurance required: _____	
<input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 11. The certificate must state bid number and title	

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

The above required policies carry the following deductibles:

Liability policies are **occurrence** _____ **claims made** _____

Insurance Agent

Signature

Bidder's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Bidder

Bidder Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the Prospective Contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible. REVISIED 02/02/2015

REFERENCES

List 3 references of similar projects

Submitted by: _____

1. Company Phone Number

Contact Name and Position E-mail Address

Address \$
Dollar Amount of the Project

Type of Work/ Project

Project Description

2. Company Phone Number

Contact Name and Position E-mail Address

Address \$
Dollar Amount of the Project

Type of Work/ Project

Project Description

3. Company Phone Number

Contact Name and Position E-mail Address

Address \$
Dollar Amount of the Project

Type of Work/ Project

Project Description

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **[Contractor Name]**, a **[State] [Entity Type]**, whose principal place of business is located at **[Contractor Address]** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Agreement and Authority

Execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on **[Start Date]**, and shall be effective through **[End Date]** (the "Initial Term").

2.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

3. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

4. Compensation

INSTRUCTIONS: Select only one of the three Compensation Options (Unit Rate, Budget Reimbursement, or Flat Fee). Then, delete this sentence and the Compensation Options that are not used:

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$ _____. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed

\$. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit C (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

- 4.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.
- 4.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
- 4.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

Flat Fee. The Contractor shall be paid a flat fee of \$ for the performance of the Services. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

5. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. Contract Administrator

The contract administrator for this Contract is [Contract Administrator] (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

7. Warranties

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

8. Suspension of Work

8.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

8.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

9. Termination

9.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

10. **Equipment Purchased with County Funds [Budget Reimbursement Contracts ONLY. Delete this Section if the method of compensation is not Budget Reimbursement.]**

10.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

10.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

10.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

11. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

12. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

13. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

14. Audit Rights

14.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

14.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

14.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

14.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

15. Identity Theft Prevention

15.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

15.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

16. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

16.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and

including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

16.2 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

17. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

18. General Provisions

18.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

18.1.1. The Contract – This Professional Services Contract

18.1.2. Exhibit A – The Scope of Work

18.1.3. Exhibit B – The Insurance Checklist

18.1.4. Exhibit C – The Contractor's Budget

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

18.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

18.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

18.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

18.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

18.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

18.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

18.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

18.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CONTRACTOR NAME

COUNTY OF GENESEE

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Jamie W. Curtis, Chairperson
Board of County Commissioners

Date: _____

Date: _____

Approved as to form:

Chief Assistant Prosecuting Attorney – Civil Division

EXHIBIT A
Description of the Services

1. Strategic grant research services
 - a. Thorough knowledge of the organization's mission, programs and services
 - b. Understanding of assets, strengths, challenges, service gaps, and needs
 - c. Proactive identification of potential funding sources, programs, deadlines and requirements
 - d. Knowledge of organization's funding history, opportunities
 - e. Planning and implementation of strategic grant seeking plan and calendar
 - f. Documentation of strategic identification of potential partners and collaborators
 - g. Research regarding best practice, evidence-based programming and program models

2. Grant writing services
 - a. Documentation of organizational history
 - b. Acquire needs data
 - c. Develop project logic model
 - d. Complete program work plan
 - e. Develop program budget
 - f. Obtain feedback for applications submitted
 - g. Identify and document lessons learned from successful and unsuccessful application
 - h. Provide the full range of services to ensure timely submission of high quality grant applications

3. Program planning and development
 - a. Complete community needs assessment
 - b. Identify community assets
 - c. Identify service gaps
 - d. Contribute to continuous improvement planning and development
 - e. Identify and suggest ideas for new and expanded programs and services

4. Program monitoring, benchmarking, and evaluation
 - a. Participate in systemic program monitoring, assessment through ongoing data collection, review, and analysis
 - b. Ensure efficient and high quality program start up through development of benchmarking and reporting procedures, documents, and systems
 - c. Assessment of services and intervention for effectiveness and efficiency
 - d. Assessment of program fidelity to research-based program and service models
 - e. Measure program impact through assessment of short and long-term measurable outcome goals
 - f. Evaluate program status through investigation of program output, effectiveness of design, data collection, interventions, services and support

5. Organizational progress reports
 - a. Assess and document organizational progress
 - b. Utilized data collection and analysis to measure and document progress toward short- and long-term goals and objectives
 - c. Produce written reports related to the organization's formative and summative progress (annual report, website updates, community needs assessments, evaluation findings, press releases, media announcements, and special notices)
6. Strategic planning
 - a. Facilitate periodic strategic planning process
 - b. Assist staff in developing/refining mission, vision, value, goals and action planning
 - c. Assist staff in producing written strategic plans that contain goals, objectives, activities, timelines and personnel responsibilities
7. Media/communication activities to advance grant acquisition
 - a. Prepare press releases to inform the community of the existence and impact of GCCARD programs
 - b. Prepare press releases announcing new funds received, their purpose and activities
 - c. Obtain print and broadcast media coverage of GCCARD activities and impact
8. Donor cultivation activities
 - a. Plan and implement non-ask events to build awareness of GCCARD goals and programs
 - b. Plan and implement strategies for cultivating vendors and service providers as active donors
 - c. Plan fundraising campaigns that engage community partners in fundraising and donation events

TIME AND SERVICE

Contractor will provide GCCARD with a bi-weekly report and invoice for completed projects. Reports will include anticipated project completion timelines and the progress of assigned projects.

EXHIBIT B
Insurance Checklist

Proposal Title GRANT WRITING SERVICES

Proposal Number 16-093

Coverages Required

Limits (Figures denote minimums)

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Workers' Compensation | Statutory limits of Michigan |
| <input checked="" type="checkbox"/> 2. Employers' Liability | \$ 100,000 accident/disease
\$ 500,000 policy limit, disease
Including Premises/operations |
| <input checked="" type="checkbox"/> 3. General Liability | \$ 1,000,000 per occurrence with \$2,000,000
aggregate Including Products/Completed
Operations and Contractual Liability |
| <input type="checkbox"/> 4. Professional liability | \$ 1,000,000 per occurrence with \$2,000,000
aggregate including errors and omissions |
| <input type="checkbox"/> 5. Medical Malpractice | \$ 200,000 per occurrence \$800,000 in
aggregate |
| <input checked="" type="checkbox"/> 6. Automobile liability | \$ 1,000,000 combined single limit each
accident-Owned, hired, nonowned |
| <input type="checkbox"/> 7. Umbrella liability/Excess Coverage | \$ 1,000,000 BI & PD and PI |
| <input checked="" type="checkbox"/> 8 <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u> | |
| <input type="checkbox"/> 9. Other insurance required: _____ | |
| <input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements) | |
| <input checked="" type="checkbox"/> 11. The certificate must state bid number and title | |

EXHIBIT C
Contractor's Projected Budget
[Date] to [Date]

[INSTRUCTIONS: If this is not a Budget Reimbursement contract, delete this Exhibit.]