



GENESEE COUNTY PURCHASING
A Division of the Genesee County Controller's Office
COUNTY ADMINISTRATION BLDG
1101 BEACH STREET, ROOM 361,
FLINT, MICHIGAN 48502
Phone: (810) 257-3030
www.gc4me.com

March 12, 2018

GENESEE COUNTY REQUEST FOR PROPOSALS #18-136

Sealed proposals will be received until **3:00 p.m. (EDT), Tuesday, March 27, 2018**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **EXPAND AFTER-SCHOOL MEAL SERVICE PROGRAM**.

A **Pre-submission meeting** will be held on **Tuesday, March 20, 2018** attendance at the meeting is optional. A review of the Excel spreadsheet and RFP requirements will be presented. All questions should be submitted prior to the meeting or at this meeting. The meeting will be on the third floor of the Genesee County administration building.

- **1101 Beach Street, Flint, MI 48502, Room 301** **9:00 a.m.**

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), Tuesday, March 27, 2018**
PROPOSAL REQUEST NUMBER: **#18-136**

Cindy Carnes
CINDY CARNES, PURCHASING MANAGER

bid2\2018\18-136
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
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RFP #18-136 EXPAND AFTER-SCHOOL MEAL SERVICE PROGRAM

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Tuesday, March 27, 2018**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., 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. A Pre-submission meeting will be held on Tuesday, March 20, 2018 attendance at the meeting is optional. A review of the Excel spreadsheet available at <http://www.gc4me.com/departments/purchasing> and RFP requirements will be presented. All questions should be submitted prior to the meeting or at this meeting. The meeting will be on the third floor of the Genesee County administration building, 1101 Beach Street, Flint, MI 48502, Room 301 at 9:00 a.m.
3. **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 MITN site for this offering.
4. Michigan Inter-governmental Trade Network– an alternate review of the EXPAND AFTER-SCHOOL MEAL SERVICE PROGRAM can be done at <https://www.bidnetdirect.com/mitn>.
 - a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) 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 expand the after-school meals program network for Genesee County Community Action Resource Department (GCCARD). GCCARD's role, in the collaborative effort, is to increase the access of at-risk children to nutritious meals. GCCARD seek to fulfill its commitment through expansion of the

number of locations serving meals and the enhancement of the activities offered at each site.

2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of Genesee County Community Action Resource Department (GCCARD). The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, 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 **Tuesday, March 20, 2018, 2:00 p.m.** 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 Tuesday, March 20, 2018 at 2:00 p.m., 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 contractual requirements.

The following requirements are necessary for consideration of contract award:

1. The proposer must be primarily engaged in providing the services as outlined in the Scope of Services.
2. Must have at least three (3) years of qualifying, direct experience, as determined by Genesee County, in the provision of the services required in this solicitation.
3. The proposer's personnel and management to be utilized in the services required shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.

SECTION 5 - SCOPE OF WORK

INTENT/PURPOSE

The Genesee County Community Action Resource Department (GCCARD) is interested in entering into agreements with **one or more bidders** to expand its after-school meals program network. The RFP is intended to offer opportunity to potential providers of after-school activities as well as existing after-school service providers. The offer extends to operators of a single program site as well as operators who provide services at multiple sites. Small and large sites (in terms of the average number of kids participating on a daily basis) are encouraged to respond to this RFP.

This RFP may offer existing and potential after-school service providers the opportunity to assist the program in achieving any or all of the following:

- A) Increase the number of locations at which after-school program services are provided.
- B) Increase the number of days services are provided during the period March 1, 2018 through May 31, 2018.
- C) Increase the number of kids participating in after-school program activities.

SCOPE OF WORK

GCCARD seeks to expand the activities of the After-School Program. Ideally, a successful proposal will double the number of the average daily youth participants. GCCARD is seeking proposals to facilitate achievement of the following outcomes between March 1, 2018 and May 31, 2018:

1. Increase, from twelve (12) sites to and maintain a maximum of eighteen (18) operating sites.
2. Increase in the average number of daily participating kids from three hundred twenty-five (325) to six hundred fifty (650); and/or
3. Increase in the number of ATTENDEE-DAYS by 27,380 – from approximately 28,580 to 55,960.

Note #1: Although it may be possible, it is not anticipated that a single bidder will be responsible for achieving all of the program gains outlined in #1, #2, and #3. A bidder's proposal will need to define the portion of the desired improvements they wish to pursue.

Note #2: Depending on the availability of funding and program schedules, it may be possible to extend the proposed services into the summer months and perhaps the next school year. Comment in your proposal whether the program you are proposing could be extended.

Note #3: An ATTENDEE-DAY is defined as one at-risk child participating in a single day of after-school program activities.

GCCARD through partnerships with multiple community partners (twelve of whom are reported in Table 1), collaborate for the delivery of after-school program activities. The after-school programs are intended to ensure that at-risk youth have access to activities designed to promote physical and mental development, and facilitate academic enrichment. Program activities pursue three themes:

- a. enhanced nutrition via snacks and dinner meal service,
- b. physical exercise through recreational activities, and
- c. academic enrichment through the provision of tutorial and educational development activities.

Each component plays a key role in mitigating the effects exposure to elevated lead levels (ELL) due to the Flint Water Crisis.

GCCARD's role, in the collaborative effort, is to increase the access of at-risk children to nutritious meals. GCCARD seek to fulfill its commitment through expansion of the number of locations serving meals and the enhancement of the activities offered at each site. Providers will be assigned to sites as GCCARD deems it to be in the best interest of the goals and objectives of the Department and/or its programs to do so.

TABLE 1 – AFTER-SCHOOL PROGRAM SITES

	Site	Avg Attendees	Mon	Tue	Wed	Thur	Fri
1	Genesee STEM Academy	30	X	X	X	X	
2	Sunridge Apartments*	30	X	X	X	X	X
3	Bethel United Methodist Church*	10		X	X	X	
4	YMCA Downtown Flint*	23	X	X	X	X	X
5	Mt. Olive Baptist Church*	30	X	X	X	X	X
6	Eagle's Nest Academy*	20	X	X	X	X	
7	The Kennedy Center*	20	X	X		X	
8	YMCA at Cathedral of Faith*	20	X	X	X	X	X
9	The Flint Development Center*	33	X	X	X	X	X
10	Sylvester Broome Center	60	X	X	X	X	X
11	Barton Field House*	30	X	X	X	X	
12	Shiloh Commons*	15	X	X	X	X	
	* -- seek to expand/extend the duration of activities at these sites.						

The provider of expansion services must satisfy the following requirements:

1. Be capable of effectively integrating program expansion efforts with ongoing activities of existing program operations.
2. Conduct meal service activities in compliance with federal, state, and local rules, regulations, guidelines, and requirements that govern the operations GCCARD meal programs. Meals are provided by GCCARD.
3. Acquire access to safe, attractive facilities capable of supporting after-school program activities.
4. Recruit, appropriately train, and staff activities with individuals capable of effective conducting and supporting meal service, recreational, tutorial, and academic enrichment activities.
5. Conduct (or facilitate) the delivery of recreational/physical activities that provide and encourage exercise for at-risk youth.
6. Conduct (or facilitate) the delivery of tutorial and/or academic enrichment activities that promote education achievement by at-risk youth.
7. Contribute to the expansion and on-going operation of eighteen (18) after-school program sites.
8. Contribute to increasing and maintaining an average daily participation rate of 650 kids in after-school program activities.

9. Contribute to the achievement of an increase of 27,380 Attendee-Days for after-school program activities.
10. Contribute to the achievement of the above objectives between March 1, 2018 and May 31, 2018.

SECTION 6 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

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

Administrative Proposals

- A) Experience and capacity to implement scope of work described in Scope of Services. Please ensure you are including information for GCARD to assess your qualifications and ability to expand the after school meal program. Familiarity with Genesee County and basic understanding of programs including previous experience with after-school programs.
- B) Work Plan: Describe in narrative form your approach to expanding a current site or adding a new site. Include in the work plan the time frame or schedule to which you would adhere based on staffing and current workload from all clients. Include a description of the promotion and marketing of the expansion to the community.
- C) Operation Plan: Describe in narrative form your approach to student safety and/or provide a site safety plan. Provide a summary of activities, services and assistance provided to students and families.
- D) Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

Submit the required submittals contained in the RFP to substantiate a responsive proposal as indicated below.

1. Business organization, state the full name and address of your organization, and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract.
2. Statement of Exceptions: See Section 1.7 for clarification.
3. Signed Signature Page: See page 12 of this solicitation.
4. Executed Insurance Checklist: See page 13 of this solicitation.

Cost Proposals

1. Complete the **Excel spreadsheets, RFP #18-136 Budget and Tables** available at <http://www.gc4me.com/departments/purchasing>
Instructions from the General Tab
 - a. Complete entries for items 1,2, 3, and 4 of the General Tab

- b. Complete data entries for the Site-Days-Attendee, Staff Costs, and Other Costs tabs.
 - c. Click the "Calculate Proposal Score" button on the Proposal Summary tab.
 - d. Click the "Print Summary Page For Signature" on the Proposal Summary tab.
 - e. Save the template (all tabs of workbook completed) under your organization's name to assist GCCARD in associating the workbook with your organization. Include the template on the submitted electronic copy of the proposal
 - f. Repeat steps B through E if any changes are made to the template after it is initially saved. Save the template.
 - g. Print only the Proposal Summary page sign and include with original proposal.
2. Provide a Statement regarding the organization's financial fitness to provide the proposed services.

SECTION 7 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of GCCARD to conduct a comprehensive, fair, and impartial evaluation of proposals received. Award shall be made to the lowest responsive, qualified proposer(s) for each existing site and or expansion site. As such, GCCARD may award proposals to multiple proposers in the best interest of the program as determined by GCCARD.

Evaluation: Proposals will be evaluated on the basis of a points system intended to award points on the basis of the degree to which a proposal is deemed to aid GCCARD in accomplishing the objective outlined in the RFP. There are one hundred ten (110) point that can be awarded to proposals received in response to this RFP. One hundred (100) of the points are based on the completion of the Excel spreadsheets, **RFP #18-136 Budget and Tables** and ten (10) points on the submitted Administrative Proposal/Plan Implementation.

1. Additional After-School Program Sites: GCCARD seeks to increase and maintain at least eighteen (18) operating after-school program sites. An award of 24 points are possible under this objective, a proposal that effectively demonstrates its ability to accomplish this objective for six (6) sites would be awarded twelve (12) or fifty percent (50%) of the possible points. While bidders may propose to increase the number and maintenance of operating sites beyond eighteen (18), no additional points will be awarded for surpassing this objective.
2. Increase In Attendee-Days: An award of up to forty (40) points are possible under this objective. GCCARD is seeking to achieve an additional 27,380 Attendee-Days via the delivery of services outlined by this RFP. The point awarding system is based upon the degree to which a proposal can effectively demonstrates its ability to accomplish this objective. Proposals demonstrating the ability to increase Attendee-Days by 27,380 will be awarded forty (40) points. Proposals that demonstrate fewer additional Attendee-Days will be awarded fewer points on a proportionate basis. Up to an additional ten (10) points will be awarded, on a proportional basis, to proposals that demonstrate additional Attendee-Day in excess of 27,380.
3. Average Cost Of An Additional Attendee-Day: GCCARD seeks to maximize the benefits to be derived, while minimizes the cost of the services to be delivered via this RFP. The point system award up to twenty-six (26) under this criterion. A LOWER COSTS POINTS MATRIX has been developed pursuant to the objective (please refer to the Budget and Tables Excel template that is part of this RFP). The AVERAGE COST OF AN ADDITIONAL ATTENDEE-DAY is calculated by dividing the total proposed cost of the proposal by the number of additional ATTENDEE-DAYS demonstrated by the proposal. A lower than average cost value will receive a greater percentage of the possible points based on the matrix.
4. Plan Implementation Points: Ten (10) points will be awarded to bidders, by GCCARD, to those who provide a well-defined Work Plan, Operation Plan and have the experience and resources to expand the after-school meals services program.

SIGNATURE PAGE
GENESEE COUNTY RFP #18-136
EXPAND AFTER-SCHOOL MEAL SERVICE PROGRAM

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.

OR

____ 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 EXPAND AFTER-SCHOOL MEAL SERVICE PROGRAM

Proposal Number 18-136

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, Non-owned
<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: Environmental Impairment Liability - \$1,000,000 limit	
<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

Prospective Contractor's Statement

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

Contractor 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 vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

EXPAND AFTER-SCHOOL MEAL SERVICE PROGRAM 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 **April 1, 2018** and shall be effective through **May 31, 2018** (the “Initial Term”).

2.2 Extension Terms

The County has the option to extend this Contract contingent on the availability of funding and program schedules, it may be possible to extend the proposed services into the summer months and perhaps the next school year (the “Extension Terms”).

3. Scope of Work

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

4. Compensation

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.

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 **GCCARD – Nutrition Services Director** (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, defend 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. **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.

11. **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".

12. **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.

13. Audit Rights

13.1 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.

13.2 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.

13.3 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.

13.4 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.

14. Identity Theft Prevention

14.1 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.

14.2 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.

15. 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.

15.1 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.

15.2 Indemnification

The Contractor agrees to indemnify, defend 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.

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

17.1.4. 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.

17.2 No Assignment

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

17.3 Modification

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

17.4 Binding Effect

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

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.9 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: _____
Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

Approved as to form:

Chief Assistant Prosecuting Attorney – Civil Division

EXHIBIT A
Description of the Services

INTENT/PURPOSE

The Genesee County Community Action Resource Department (GCCARD) is interested in entering into agreements with **one or more bidders** to expand its after-school meals program network. The RFP intended to offer opportunity to potential providers of after-school activities as well as existing after-school service providers. The offer extends to operators of a single program site as well as operators who provide services at multiple sites. Small and large sites (in terms of the average number of kids participating on a daily basis) are encouraged to respond to this RFP.

This RFP may offer existing and potential after-school service providers the opportunity to assist the program in achieving any or all of the following:

- D) Increase the number of locations at which after-school program services are provided.
- E) Increase the number of days services are provided during the period March 1, 2018 through May 31, 2018.
- F) Increase the number of kids participating in after-school program activities.

SCOPE OF WORK

GCCARD seeks to expand the activities of the After-School Program. Ideally, a successful proposal will double the number of the average daily youth participants. GCCARD is seeking proposals to facilitate achievement of the following outcomes between March 1, 2018 and May 31, 2018:

- 4. Increase, from twelve (12) sites to and maintain a maximum of eighteen (18) operating sites.
- 5. Increase in the average number of daily participating kids from three hundred twenty-five (325) to six hundred fifty (650); and/or
- 6. Increase in the number of ATTENDEE-DAYS by 27,380 – from approximately 28,580 to 55,960.

Note #1: Although it may be possible, it is not anticipated that a single bidder will be responsible for achieving all of the program gains outlined in #1, #2, and #3. A bidder's proposal will need to define the portion of the desired improvements they wish to pursue.

Note #2: Depending on the availability of funding and program schedules, it may be possible to extend the proposed services into the summer months and perhaps the next school year. Comment in your proposal whether the program you are proposing could be extended.

Note #3: An ATTENDEE-DAY is defined as one at-risk child participating in a single day of after-school program activities.

GCCARD through partnerships with multiple community partners (twelve of whom are reported in Table 1), collaborate for the delivery of after-school program activities. The after-school programs are intended to ensure that at-risk youth have access to activities designed to promote physical and mental development, and facilitate academic enrichment. Program activities pursue three themes:

- d. enhanced nutrition via snacks and dinner meal service,
- e. physical exercise through recreational activities, and
- f. academic enrichment through the provision of tutorial and educational development activities.

Each component plays a key role in mitigating the effects exposure to elevated lead levels (ELL) due to the Flint Water Crisis.

GCCARD’s role, in the collaborative effort, is to increase the access of at-risk children to nutritious meals. GCCARD seek to fulfill its commitment through expansion of the number of locations serving meals and the enhancement of the activities offered at each site. Providers will be assigned to sites as GCCARD deems it to be in the best interest of the goals and objectives of the Department and/or its programs to do so.

TABLE 1 – AFTER-SCHOOL PROGRAM SITES

	Sites	Avg Attendees	Mon	Tue	Wed	Thur	Fri
1	Genesee STEM Academy	30	X	X	X	X	
2	Sunridge Apartments*	30	X	X	X	X	X
3	Bethel United Methodist Church*	10		X	X	X	
4	YMCA Downtown Flint*	25	X	X	X	X	X
5	Mt. Olive Baptist Church*	30	X	X	X	X	X
6	Eagle's Nest Academy*	20	X	X	X	X	
7	The Kennedy Center*	20	X	X		X	
8	YMCA at Cathedral of Faith*	20	X	X	X	X	X
9	The Flint Development Center*	35	X	X	X	X	X
10	Sylvester Brooms Center	60	X	X	X	X	X
11	Berston Field House*	30	X	X	X	X	
12	Shiloh Commons*	15	X	X	X	X	
	* -- seek to expand/extend the duration of activities at these sites.						

The provider of expansion services must satisfy the following requirements:

- 11. Be capable of effectively integrating program expansion efforts with ongoing activities of existing program operations.
- 12. Conduct meal service activities in compliance with federal, state, and local rules, regulations, guidelines, and requirements that govern the operations GCCARD meal programs. Meals are provided by GCCARD.

13. Acquire access to safe, attractive facilities capable of supporting after-school program activities.
14. Recruit, appropriately train, and staff activities with individuals capable of effectively conducting and supporting meal service, recreational, tutorial, and academic enrichment activities.
15. Conduct (or facilitate) the delivery of recreational/physical activities that provide and encourage exercise for at-risk youth.
16. Conduct (or facilitate) the delivery of tutorial and/or academic enrichment activities that promote education achievement by at-risk youth.
17. Contribute to the expansion and on-going operation of eighteen (18) after-school program sites.
18. Contribute to increasing and maintaining an average daily participation rate of 650 kids in after-school program activities.
19. Contribute to the achievement of an increase of 27,380 Attendee-Days for after-school program activities.
20. Contribute to the achievement of the above objectives between March 1, 2018 and May 31, 2018.

EXHIBIT B
Insurance Checklist

[INSTRUCTIONS: You must contact the Risk Management Division of the Controller's Office to obtain an Insurance Checklist. This ensures that the Contractor has provided sufficient insurance to protect the County from reasonably anticipated risks.]

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

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