



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

December 18, 2018

GENESEE COUNTY REQUEST FOR PROPOSALS (RFP) #18-164

Sealed proposals will be received until **3:00 p.m. (EST), Friday, January 18, 2019** at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **“Payroll System.”**

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:

PROPOSAL #18-164 TENTATIVE TIMELINE

TASK	DATE
Release date of RFP	December 17, 2018
Due date for questions concerning RFP from Vendors	Wednesday, January 9, 2019 before 5:00 PM (EST)
Release date of Addendum that contains clarifications and responses to submitted questions	No later than Friday, January 11, 2019
Due date for RFP	Friday, January 18, 2019 before 3:00 PM (EST)
Review and evaluation of RFP responses	1/21/2019 – 1/25/2019
Interview of top contenders (if applicable)	1/28/2019 – 1/31/2019
Submit selected vendor to Committee Meeting for approval	2/6/2019
Final Board approval	2/13/19
Assembling of contract (if vendor is approved by Board)	2/18/19 – 2/22/19
Tentative start date	2/25/19

Derrick Jones, Purchasing Administrator

bid2\2018\18-164
Attachments

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RFP #18-163 Payroll System

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EST), Friday, January 18, 2019**, 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. **Submit one original, two paper copies, 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.
3. Michigan Inter-governmental Trade Network— an alternate review of the PAYROLL SYSTEM 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.
4. 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.
5. 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.

6. 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.
7. 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.

8. Preference for Genesee County Businesses and Veteran-Owned Businesses. Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
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:
<http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%202016.pdf>

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose**: Through this RFP, Genesee County ("the County") is soliciting proposals from qualified firms to provide a Payroll System as requested by the Controller's Office.
2. **Issuing Office**: This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Controller's Office. The contact person is Mr. Derrick Jones, Purchasing Administrator, Genesee County, 1101

Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and djones@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 **Wednesday, January 9, 2019 before 5:00 PM (EST)** 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>.) under this proposal number. 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 Thursday, January 17, 2019 before 3:00 PM (EST) 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 and drafted copy of contract. 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 contract award, a proposer shall have the capability in all respects to perform the contract 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, and experience necessary to meet all contractual requirements.

The Controller's Office reserves the right to investigate the qualifications and experience of any prospective Contractor for the purpose of determining the ability of a prospective Contractor to provide the services as desired. The successful offeror/Contractor shall have the following minimum qualifications:

Financial Stability: Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation. A credit check may be requested by the Controller's Office.

Core Competency: The proposer must be primarily or significantly engaged in development and continuous improvement of a payroll software solution and providing excellent service and support to clients utilizing said SaaS for payroll purposes as indicated in this RFP.

SECTION 5 – PURPOSE & SCOPE OF WORK

Genesee County is geographically located in the southeast region of Michigan's Lower Peninsula, approximately 60 miles northwest of Detroit. It is the fifth largest county in the State of Michigan with a population of 408,615 based on the 2016 Census estimate. The dominant city of the County is Flint, which has a population estimate of 97,386 as of 2016. Further information regarding the description of the County and its operations is included in Note A of the Financial Statements.

The government structure of Genesee County is based upon the State Constitution and the general laws of the State of Michigan. The County's legislative body and its administrative body for many functions is the Board of County Commissioners. The Board consists of nine commissioners elected by direct vote from single member districts. In addition to the nine members of the Board of Commissioners, there are other elected officials serving the County as judicial, administrative, or staff officers. The County manages 13 union contracts with approximately 1,000 FTEs with fluctuation for seasonal staff.

PURPOSE

Genesee County is soliciting proposals for payroll processing services and Human Resources Information System (HRIS) in one central system. Payroll processing services include licensing of software and consulting services required to assist with implementation, conversion of existing data, support, training, and maintenance.

SCOPE OF SERVICES

Overview

The respondent will provide a web-based, hosted solution for processing the County's bi-weekly payroll and providing the County's HRIS software. Overall, the County desires a comprehensive and integrated HRIS/payroll solution to manage all aspects of the County's human resources functions without the need for duplicate data-entry.

Payroll Processing Services

The following payroll services and capabilities are required by the County:

- Bi-weekly, quarterly, and annual reports on payroll information (i.e., check register, labor distribution, etc.) in an electronic format.
- Process bi-weekly payroll for up to 1,250 employees
- Process the following payment methods: direct deposit (ACH), payroll debit cards, paper check, and wires
- Process split payments to multiple bank accounts and/or multiple payment methods
- Process and distribute deductions to third parties associated with state and federal income tax, benefits, and garnishments
- Process voids and reissuance of disbursements
- Process all applicable state and federal income tax calculations and deductions from payroll
- Process deductions related to benefits, garnishments, etc.
- Preparation of direct deposit files and checks for each payroll.
- Submission of tax payments electronically on behalf of the County to the City of Flint, State and Federal governments.
- Completion of all quarterly tax returns on behalf of the County.
- Preparation of all W-2s on behalf of the County and 1099s.
- Provide external online access for employees to access pay statements.
- Provide custom reporting capability.
- Provide web-based and mobile interfaces for employees
- Enable online to retrieval of pay and 1099 statements
- Ability for employees to update direct deposit information
- Ability for employees to update tax withholding information

HRIS Functionality

The HRIS software should include the following capabilities:

- Maintenance of employee information.
- Benefit open enrollment and interface with outside vendors.
- Legal compliance (i.e., Healthcare Reform, ADA Compliance-Web, EEO-4, COBRA, FMLA, HIPAA, ACA tracking and reporting, etc.).
- Maintenance of benefits information.
- Web-based employee and manager self-service.
- Maintenance of evaluation, discipline and grievance information.

- Implementation of mass changes to employee information and/or benefits (i.e., health insurance premium changes as part of open enrollment, across-the-board pay increases).
- Reporting tools.
- Integration with payroll processing.

Technical Requirements

The payroll/HRIS software should meet the following requirements:

- Role-based security access controls, limiting access to personnel records to authorized users with escalated access privileges.
- The solution should include secure encryption technologies and certificates to ensure the confidentiality and integrity of data: at rest, in transmission and during processing.
- Transaction audit log that identifies users who have executed changes to data files and contains, at a minimum: original data, new data, date of change, identity of changer, and all changes to security access.
- Availability of detailed documentation and technical specifications including user manuals.
- Maintenance and technical support for both installation and on-going user support available between 8:00 a.m. and 5:00 p.m. Eastern Standard Time, Monday-Friday, via toll-free telephone number. Dedicated support team is preferred.
- Documented Disaster Recovery Plan to provide system and processing availability in the event of a disaster or other unforeseen event.
- Conversion of data from the County's existing payroll/HRIS systems to the proposed solution.
- Export and import data function.
- Ability to provide general ledger journal entry information to record payroll into accounting software interface.
- Ability to provide tax (quarterly income, yearly 1099) information to the appropriate agency via a comparable file interface. This would also include the ability to file State of Michigan forms 5080 and 5081 along with monthly, quarterly, and annual withholding forms to the City of Flint.
- Ability to provide benefit and garnishment information to appropriate third parties via a comparable file interface.

SECTION 6 – INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

All respondents shall submit their proposal in the following format.

SECTION 1 – TRANSMITTAL LETTER

Within the transmittal letter, the respondent must certify to the following minimum qualifications.

- The respondent is a professional company that provides HRIS/Payroll solutions and is a payroll processor.

- The principal representative who will be responsible for the County's account, as well as any other necessary licensure and experience-based qualification standards, as applicable.
- The letter must be signed by an individual authorized to contractually bind the company and must state the name, title, address, phone and fax number, and email address of a contact person who is authorized to provide clarification of the proposal if necessary.
- The respondent will treat as confidential any non-public information received from County in connection with or from discussions concerning this RFP.

SECTION 2 – EXECUTIVE SUMMARY

Provide a brief (not to exceed 3 pages), non-technical, summary level description of the contents of the proposal, your company and its capabilities. The County is requesting the vendor to included responses to questions that are in Exhibit 1 entitled "Overview, Difficulties, and Questions." Please note that detailed responses can be included in other sections of vendor's proposal as deemed necessary.

SECTION 3 – PROPOSED SOLUTION AND APPROACH

Description of Proposed Solution

Provide a description of respondent's proposed solution to accomplish the specified scope of service requirements. Describe the proposed approach to providing the County with desired functionality as outlined in the Scope of Services previously defined. The proposed approach shall include a description of:

- a) A Project Plan to include tasks, milestones, deliverables and timeline for completion.
- b) Project management methodology.
- c) Summary of the functional requirements of the proposed HRIS/Payroll solution.
- d) Security and controls.
- e) Hardware and software requirements (if any).
- f) Any necessary interfaces.
- g) Internet based processes.
- h) Implementation plan, including conversion of existing data; role of County staff and estimated time required by County Staff.
- i) Training to be provided.
- j) Maintenance.
- k) Technical support
- l) Cost – Cost should be itemized to include all licenses, implementation, training, support, and any additional fees that support information included in vendor's response.

Vendors are also required to submit the following forms contained in this RFP required to substantiate a responsive proposal:

- a) Statement of Exceptions: See Section 3.8 for clarification. Vendors are required to provide any exceptions to language in the RFP and the attached proposed contract.
- b) Signed Signature Page: See page 14 of this solicitation.
- c) Executed Insurance Checklist: See page 15 of this solicitation.

References: See page 16 of this solicitation. Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of three (3) references with project descriptions. In addition, contact information for each reference shall be provided with the name, address, phone number and email address. The contacts for each reference must be knowledgeable of the offeror's performance on the referenced project and the scope of services performed by the proposer.

The respondent's proposal shall answer all questions and provide all information requested below. If the respondent is unclear about a question or request for information, respondent should respond, indicating any assumptions made in developing the submitted information. If no response is provided, the County will assume that the respondent does not desire to provide the related services. All responses should be sufficiently detailed to demonstrate the respondent's expertise and capabilities to provide the requested services.

Respondent's Company Overview

- History of your company, including major milestones in corporate development and personal biographies of your company's principals.
- Description of current ownership structure.
- Location, function, and hours of operation for all offices in your company that will be involved in servicing the County's needs.
- Bank reference
- Accountant reference

Infrastructure

- Provide a technical overview of the proposed cloud-based solution.
- What equipment or software (if any) would the County need to purchase to convert to the proposed solution?
- What is the necessary bandwidth in order for the proposed solution to operate efficiently?
- What is the normal transaction on-line response time the County can expect from your proposed solution? What is the maximum response time the County can anticipate?
- What are the options and requirements for connectivity to the proposed solution? Is the web site mobile-enabled, or is there a mobile phone app?
- What is the typical bandwidth (peak and average) based on a representative entity of comparable size?
- Is a test environment provided during implementation?

General Training

- Describe how you would train the County on the use of your proposed solution and services. Include associated costs, if any. Estimate the training resources required (both yours and the County's) to successfully train personnel for implementation.
- Describe your approach to security administrator training.
- What ongoing training do you offer for County employees?
- How many hours do you estimate it takes to train a typical user by job function?
- Following implementation, would there be a means to sign on to a training system (aka a test database) from a workstation so that activity performed does not affect live accounts? If so, please describe this feature.

On-Going Support

- Describe your method of providing telephone support. Include location, organizational structure and level of capabilities of support staff. If you have more than one location, detail the area and level of support for each location. What is the typical hold time for an initial support call? How many of your support calls are typically resolved during the initial call? What is the average time to resolve calls that are not resolved on the initial call? What is the median?
- Do you provide e-mail, web-enabled access of other on-line support? What is the typical turnaround time for e-mail or other on-line support?
- Is it possible to receive support from your website? For example, do you have commonly asked questions posted on your web site or the capability of real-time interactive support?
- What will be the County's cost for support?
- What is your escalation procedure for problems?
- Describe your regular follow-up procedures for problem resolution.
- How do you provide tracking of incidents and their resolutions? How will you provide for tracking of County incidents and their resolutions for County use?
- How do you notify clients of known issues or service outages?
- Do you schedule maintenance windows? Would maintenance windows be scheduled during standard business hours? How far in advance do you notify clients of scheduled maintenance windows? Do you provide information of what will be affected by scheduled maintenance?

Security

- What type of security does the proposed solution require for the user login and password? Can we integrate with our Active Directory to support Single Sign-On (SSO)?
- Are password security parameters fixed within the system or configurable by agency (password complexity, expiring passwords, age, reuse, previous passwords retention, etc.)?
- Describe the security surrounding the access and user profiles in the proposed solution.

- Describe the levels of security in the system at user, location, device and application levels. Can we limit the time keeping function to only originate within the District trusted network (Internet Provider IP address limitation)?
- Describe how the security of the product is either integrated with or segmented from the Operating System Security.
- Describe the overall process required to add/delete/modify accounts and passwords.
- Describe the process and systems employed by your company to safeguard data accessed or submitted by the District which reside on your network. (i.e. internal data security, backups and replication for disaster recovery, and the encryption of data transfer and password authentication and encryption).
- Please provide your Information Security Policies.
- Please provide your Incident Response and Disaster Recovery Plans.
- Does your company maintain a Security and Privacy Awareness Training program, in which all employees receive training at least annually? If so, please include dates of the last training,
- Please provide availability (up time) of your cloud based solution and recourse if the proposed solution would be unavailable for an extended period as well as your policies regarding scheduled or emergency maintenance to your product.
- Has your information system and/or cloud service been audited by an independent certified auditor or assessor within the last year? Please provide all SOC2/SOC3 reports for your environment.
- Please provide a Statement of Attestation for HIPAA compliance.

SECTION 7 - EVALUATION CRITERIA & SELECTION PROCEDURE

After initial evaluation, the County will determine top vendors and decide if formal interviews are necessary. The County reserves the right to seek clarification from prospective vendors on any issue in a response, or take any action it feels necessary to properly evaluate the responses. All agreements resulting from negotiations that differ from what is represented within the RFP or in the vendor response shall be documented and included as part of the final contract. The chosen vendor may be required to be present at the County Board meeting before approval of the contract. Initial evaluation will utilize the following tool:

REVIEW ITEM	AVAILABLE POINTS	AWARDED POINTS
I. Company Information	5	
II. Solution Overview	35	

III. Implementation Process/Timeline	25	
IV. Hosted Services (SAAS)	10	
V. Services & Support	20	
VII. Pricing	5	
TOTAL POINTS	100	

PROPOSAL ACCEPTANCE/CONTRACT AWARD

The proposal of the successful offeror will be formally accepted via approval of the Genesee County Board of Commission. The successful offeror must submit the appropriate insurance forms within five (5) business days from the issuance of a Notice of Intent.

SIGNATURE PAGE
GENESEE COUNTY RFP #18-164
Payroll System

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

PROFESSIONAL SERVICES CONTRACT FOR:

18-164 RFP Payroll System Contract – Controller’s Office

Coverage 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 checked="" type="checkbox"/> 4. Cyber 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 checked="" type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI

8 Genesee County named as an additional insured on other than workers' compensation and cyber liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

9. Other insurance required: Commercial Crime Insurance (Dishonesty Bond)/Third Party Fidelity Bond - \$2,000,000 limit per project/contract aggregate

10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

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.

REFERENCES

List 3 references of similar projects

Submitted by: _____

1. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description/year performed services

2. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description/year performed services

3. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description/year performed services

EXHIBIT 1

Genesee County HR/Payroll
Overview, Difficulties, Questions (for informational purposes)

Genesee County HR/Payroll Overview, Difficulties, Questions (for informational purposes)

13 union contracts

Current system has several **dates** to drive various functions. Dates also need to recognize bargaining unit in order to apply current benefit level.

Adjusted Service Date – drives longevity, used to track retirement eligibility

First Hire Date – first date worked for county

Current Hire Date – if rehired

Review Date – when step-up is due, used to generate report for step-ups

Personal Benefit Date – when personal hours are due

Vacation Benefit Date – used to accrue vacation hours

County has nearly 60 different **pay codes**

- *Some* codes count towards vacation accrual
- *Some* codes count as hours worked for OT (OT is not per FLSA)
- *Some* codes count towards longevity pay
- Different shift premium rules per contract

Step-ups:

- Occur on a specific date for employee.
- Sometimes step-ups occur in the middle of a pay period.

Longevity:

- Is a % of pay according the length of service (adjusted service date), hire date and bargaining unit. It is paid each pay period and only certain pay codes apply for longevity calculations (See Table #1)
- Three levels of longevity pay (2% table, 1% table, 0).

Vacation:

- After 1040 hours, lump sum of 45 hours given, then accrues every 208 hours at different rates based on the vacation benefit date (See Table #2).
- There is a maximum accrual when reached employees accrue no further hours until they are below the max.
- Employees accrue at different rates for different lengths of service per contract.
- Not all pay codes apply towards the vacation accrual.
- This occurs automatically.

Personal Time:

- Personal time is given (56 or 64 depending on contract) after the completion of 520 hours, then annually on the Personal Benefit Date.
- This occurs automatically.

Reports:

While County has a LOT of reports, County is seeking to reduce amount of reports with the option of on-demand and/or combining reports.

County must memorialize everything in reports now as the current system only holds information for a 12 month period, then it is overwritten.

Items to consider in responding to RFP:

Vendor interfaces possible? Inclusive of cost? Limited number?
(BCBS/HAP/ESI/Kronos)

Will County have a test environment? If yes, will it always be available?

EEO4 reporting? Data collection, pulls, report generated, electronic submission to Feds?

Employee portal available? Can Open Enrollment be done through the portal?

Part Time employees are tracked by hours, is there a field that tracks total hours worked for the length of employment?

Is there a way to track/flag individuals who are eligible for a reimbursement (insurance opt out, uniform allowance, etc.)?

Is County able to future date actions?

Is there an ACA function, tracking hours, 1095 printing, IRS electronic reporting?

City Tax withholding option?

Is there a way to tie benefits and other accruals to employee by union contract (employee class)?

Pay step increase upon date automatic?

Pay step increase mid pay period?

Retro pay calculation, application, distribution recognizing labor distribution by date automatic?

Any down time while payroll is running?

Process for creating a separate check after payroll has run?

EXHIBIT 2

Copy of proposed (draft) contract for services outlined in this RFP. Any exceptions, additions, or deletions must be articulated in submitted proposal.

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 County Commissioners.

2. Term

Initial Term

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

3. Scope of Work

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

4. Compensation

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, defend, and hold harmless the County, its officials, officers, agents, and employees 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 harmless the County, its officials, officers, agents, and employees 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: _____

Chairperson

Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A
Description of the Services

A description of the services provided will be placed in this section after formal approval from Board of Commissioners.

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EXHIBIT B
Insurance Checklist

An approved insurance checklist and insurance binder will be added to this section after formal approval from Board of Commissioners.

DRAFT

TABLE SECTION

Table 1 Longevity Table
Table 2 Vacation Table

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