



GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

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Nerahoo Hemraj
Controller

April 29, 2019

GENESEE COUNTY REQUEST FOR PROPOSALS #19-185

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, May 30, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **PROCESS RE-ENGINEERING & CONSULTING SERVICES FOR THE GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT (GCCARD)**.

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.

All proposers are 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 firm's name. The proposal request number and due date for this RFP are:

DUE DATE:	3:00 p.m. (EDT), Thursday, May 30, 2019
Questions & Inquiries Due:	Thursday, May 16, 2019 by 5:00 pm.
PROPOSAL REQUEST NUMBER:	#19-185

Noel Roan

NOEL ROAN, PURCHASING MANAGER

bid2\2019\19-185
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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RFP #19-185 PROCESS RE-ENGINEERING & CONSULTING SERVICES FOR THE GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT (GCCARD)

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, May 30, 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 to the Genesee County Purchasing office.** 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.
3. Michigan Inter-governmental Trade Network– an alternate review of the RFP can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603. Proposals may NOT be submitted at MITN site for this offering.
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 indemnify 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 8, Information Required from Proposers to be deemed responsive.
10. 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.

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:** This RFP provides prospective offerors with information to enable them to prepare and submit proposals for consideration by Genesee County (herein known as the County), for the purpose of providing PROCESS RE-ENGINEERING & CONSULTING SERVICES FOR THE GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT (GCCARD). The required

services shall consist of providing consulting services for process improvement, technology integration and technical support services.

2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Community Action Resource Department (GCCARD). The contact person is Mrs. Noel Roan, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and nroan@co.genesee.mi.us Email is the preferred method of contact.
3. **Questions & Inquiries:** In preparing proposals, prospective proposers are advised to rely only upon the contents of this RFP and written clarifications (addenda) issued by Genesee County. All questions regarding this RFP shall be submitted in writing by mail or email 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, 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/departments/purchasing>). Further, all proposers shall acknowledge having seen any and all addenda issued (1, 2, 3, etc.) on the Signature Page.
5. **Debarment & Suspension:** All proposers shall be required to provide with the proposal submission disclosure of whether the proposer, or its principals, is or is not debarred, suspended, or proposed for debarment. The County will check the Excluded Parties List System to ensure that an offeror is not debarred by a government agency. Debarment of an offeror will be grounds for rejection of proposal.
6. **Preparation of Proposals & Cost:** Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. All costs incurred in the preparation of a proposal response to this RFP or any costs prior to approval of a contract by Genesee County and formal notification to the selected proposer will be the responsibility of the proposer, and will not be reimbursed by Genesee County.
7. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format provided in Section 8, Information Required from Proposers. In addition, at least one of the proposals submitted shall include an original signature of the official authorized to bind the proposer to its provisions.

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 Standard Proposed Contract and this RFP. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
9. **Validity Period:** Any proposal submitted as a result of this Request for Proposals shall be binding on the proposer for 120 calendar days following the due date.
10. **Clarification of Proposals:** Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Prospective proposers may be required to make a presentation of their proposal; this opportunity would provide the proposer the ability to clarify its proposal to ensure mutual understanding of the services to be provided. Clarification of proposals is solely at the discretion of Genesee County and the County will schedule presentations/interviews if necessary within the discretion and written approval of the Purchasing Manager.

During the aforementioned procedures, neither the names of any of the offerors nor the contents of any proposal will be disclosed until the completion of negotiations and revisions of proposals.

11. **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 to the Genesee County Purchasing Department as listed above.
12. **Acceptance of Proposal Content:** The contents of the proposal of the successful offeror and its Best and Final Offer (if applicable) may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation or termination of the contract.

SECTION 4 - MINIMUM QUALIFICATIONS OF PROPOSERS

In order to qualify for submitting a proposal, 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, expertise and experience necessary to meet all contractual requirements.

At a minimum, prospective proposers shall meet the following requirements for submission of a proposal:

1. Possess working experience and knowledge of the following areas: fiscal and programmatic analysis; the delivery of community services; community and economic development programs; policies and opportunities; workforce development; training and deployment; subsidized housing programs; public-private partnerships; public policy analysis and research; legislative drafting and advocacy.
2. The proposer's key personnel shall have not less than five (5) years of consulting experience providing professional services and consultation to corporations, or governmental agencies and non-profit organizations regarding process re-engineering, program and project development, community and economic development trends and objectives, workforce development; training and professional development; local, state or federal government compliance requirements.
3. Members of the proposer's key staff shall have a Masters of Business Administration (MBA), Masters of Public Administration (MPA), Masters of Urban Planning (MUP) or other advance/professional degrees and not less than five (5) years management/policy level experience consulting with, or working in government agencies, or nonprofit human services or community/economic development organizations.
4. Possess extensive knowledge of computer based management and operations systems, preferably those based on or compatible with the Microsoft Office platform.
5. The proposer and its personnel shall conduct their activities in a manner that maintains client and employee confidentiality consistent with Genesee County and other applicable policies and requirements.
6. Must have, and be able to demonstrate, the financial wherewithal and resources to provide the desired services as specified in this solicitation (Demonstrated Financial Stability of Contractor).

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County may not consider its offer for contract award.

SECTION 5 - INTRODUCTION

There is an increasing demand upon the Genesee County Community Action Resource Department (GCCARD) to improve the efficiency, productivity and outputs achieved by the services it provides. These improvements are to be pursued through process development and re-engineering initiatives, as well as the development and deployment

of automated systems for the employees of its various program units and the public. Technical skills are needed for analysis of existing procedures and processes, emerging technologies, resulting recommendations and assistance with development and implementation of improvement initiatives.

The selected Contractor will primarily work with the various programs and units within the Genesee County Community Action Resource Department. The resulting contract(s) with the successful contractor(s) may be extended to additional departments within Genesee County to perform defined projects as needed.

SECTION 6 - SCOPE OF SERVICES

Genesee County is seeking proposals from qualified professional service consultants to provide:

1. process re-engineering consultations;
2. staff training/professional development;
3. compliance monitoring and program evaluation;
4. program and financial analysis;
5. management systems reviews and recommendations;
6. professional services related to grants/funding reporting and management;
7. community/economic development programs and opportunities;
8. program advocacy;
9. public policy research and analysis.

Services to be provided shall include but are not limited to:

1. identify and evaluate current processes, may include technology evaluations;
2. review and make recommendations to eliminate waste;
3. design of new process; may include logistics planning and deployment;
4. implementation of improvements and test.

This award can be made to multiple contractors. A single proposer is not required to provide all of the above professional services, however within the professional service provided the consultant will need to provide the full range of expertise from evaluation of current status to implementation of new. Specific services to provide must be specified in proposal response.

Services will be provided during normal business hours or as needed by GCCARD. The normal department work day is from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County Holidays. GCCARD will provide all necessary and reasonable workplace access to Contractor during regular hours of operation. GCCARD may request the successful Contractor to work at any GCCARD site for any portion, or all of the work subject to the scope of services contained herein. However, the Consultant, as an Independent Contractor, shall not be required to work on site. It shall be within the discretion of the successful Consultant to determine appropriate times, work place/ space and tools required for completion of requirements under the Scope of Services/ Work. GCCARD will provide reasonable and timely access to all information, including contracts, policy letters, manuals, correspondence, in whatever form or record available

that are necessary for Contractor to provide agreed upon professional services under the terms of a signed Agreement and the Scope of Services/Work.

The successful Contractor must have the capability to provide the following types of support and services to the various GCCARD program units:

1. Consultation
 - a. Monitor and evaluate current business/operational procedures, processes and management systems for improvements/upgrades to take advantage of new technologies that will facilitate enhancements in program, efficiency, productivity, and/or the effectiveness of program outcomes.
 - b. As necessary, re-design, upgrade, integrate and implement existing data/ file and document management systems to improve departmental archiving, retrieval and security.
 - c. Design and conduct programmatic and fiscal analyses.
 - d. Facilitate and assist GCCARD program units to enhance their ability to forecast programmatic and/or fiscal outcomes.
 - e. Provide assistance with or facilitate the development and implementation of initiatives to achieve, assess, or evaluate compliance with program goals and objectives as well as other contractual obligations.
 - f. Assist in the identification of trends and opportunities for new programs/ program adjustments.
 - g. Assist in the development of new funding proposals, applications and/or agreements.
 - h. Make recommendations for technology upgrades and implementation.
2. Staff Training & Professional Development
 - a. Recommend/design and implement training/cross training programs to maximize staff utilization for all current programs.
 - b. Recommend professional development activities and resources for continuous professional development.
 - c. Survey management and line staff for needs, interests in training, tools and program enhancements.
 - d. Identify opportunities and resources that will improve internal capacity to provide efficient and effective services to stakeholders, and to achieve optimum goals for each agency program.
3. Monitor & Evaluation
 - a. Program effectiveness/impact on stakeholders.
 - b. Identification of stakeholder needs and community assets/potential collaborations.
 - c. Program compliance with Local, State and Federal laws, regulations, planning and policies.
 - d. Current staff training, professional development requirements/improvements.
 - e. Evaluate current levels of GCCARD internal capacity and external relationships effectiveness.

4. External Relationship Management
Recommend tools and opportunities for improving external relationships with all stakeholder groups, potential partners and collaborations.
5. Program Identification/Enhancements
Identify new community and economic programs/revenue opportunities, which fall within the GCCARD mission of eradicating poverty within Genesee County.
6. Performance of Services
Requested services are considered “as needed” consulting services that may be performed in part or in full at one or more of GCCARD’s work sites. Services will generally be provided during regular business/work hours; but may be performed during off hours, as determined by the Contractor.
7. Access to Contractor
The Contractor will be available on-call for off hours contact to address emergency/urgent incidents, within reason. In the event that any one incident requires more than the aggregate of sixty (60) minutes afterhours contact, Contractor may bill and GCCARD will reimburse Contractor per hour for time beyond the first on-call hour. Fractional amounts of one (1) hour will be reimbursed proportionately in fifteen (15) minute increments.
8. Time and Services Reports
Contractor will provide GCCARD with a bi-weekly report and invoice for time and work/services performed. Reports may include anticipated project completion timelines, as well as new tasks requested by agents of the Department and Contractor staff responsible for the activities covered. Such reports may be transmitted via confirmed email transmission, in addition to or in lieu of paper based written reports.

SECTION 7 - GCCARD’S OPERATIONAL ENVIRONMENT

GCCARD’s operating environment consists of an administrative office and nine sub-departments which operate twenty-plus programs. Each of these sub-departments may be associated with operational, management and/or reporting challenges that are common to many other units, or which are unique to a specific program. The degree to which computer technology has been deployed varies from program to program. In general, all program units have deployed Intel-based PC’s and laptops with the Microsoft Office Suite applications. Microsoft Word, Outlook, Excel and Access are the software programs that have been put to greatest use. Specific applications, based on the Office platform have been developed and deployed as an adhoc initiative to improve operating efficiencies, or as a requirement of a particular funding source.

SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

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

1. NON-RESPONSIVE PROPOSALS

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

- A. The proposal is not received in a timely manner in accordance with the terms of this RFP
- B. The proposal does not follow the specified format as presented in this **Section (8)**
- C. The proposal is not adequate to allow a judgment by the reviewers

2. RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:

- a. Proposal submitted by the due date and time
- b. One (1) Copy of Proposal in Electronic Format
- c. One (1) original proposal (properly executed), clearly marked as such, and two (2) additional hard copies of your Proposal
- d. Signed Signature Page with an Original Signature
- e. Executed Insurance Checklist
- f. Completed References Page
- g. Optional: Statement of Exceptions to any Terms, Conditions and Specifications, as desired
- h. Optional: Proposed Alternate Payment Schedule, if desired
- i. Technical Proposal shall consist of the items stated below. The written response shall be limited to no more than fifteen (15) single-sided, 8 ½ x 11 typewritten pages, in a business-style typeface with a font size of no less than 11 point.

Technical Proposal:

1. Completed Reference Page - Genesee County reserves the right to contact references in evaluating a prospective Contractor's ability to perform the services required. Therefore, a list of four (4) references shall be included with the proposal that can attest to the proposer's qualifications to provide the services referenced in the Scope of Services/Work.
2. Additional Proposed Fees For Special Circumstances - Prospective offerors shall provide fees for services consisting of special circumstances not referenced in the scope of work and/or would not be included in the base proposed rate/hour. This information shall be provided on company letterhead as an attachment.
3. Clearly define professional services to be provided - see Section 6 Scope of Services for the type of professional services being requested.

4. Proposer's Company Experience & Qualifications
 - a. Provide the number of years in business, type of establishment, work history (experience), name of operation/business, etc. This information shall include a State of Michigan Business License (if applicable), and a list of all relevant certifications.
 - b. Identify the Lead Consultant and other key staff that will be assigned to the project. Provide a synopsis of their professional experience as it relates to the scope of this project.
 - c. Documentation that the proposer has experience providing work to businesses, governmental entities and non-profit agencies. A descriptive summary of such experience shall be provided with the proposal along with a list of not less than four (4) professional client references (see Reference Page).
 - d. Provide specific examples of your activities as it relates to the development or re-engineering of operational practices, procedures and processes. Identify, in detail, the project, your approach and the outcomes of each activity.
 - e. Provide specific examples of your fiscal and programmatic analysis activities for at least two (2) separate projects. Identify, in detail, the project, your approach and the outcomes of each activity.
 - f. Provide examples of your experience as it relates to the development/redesign and deployment of automated technology in business, governmental entities and non-profit agency settings.
5. On-Call Availability & Response Times - Information regarding your firm's proposed on-call service and response times.
6. Evidence of Financial Stability - Provide information that establishes the proposer has the financial stability to assure good faith performance. All proposers shall include financial statements (most recent Federal Income Tax Returns). This information will assist Genesee County in determining the proposer's financial condition.
7. The location of the proposer's Corporate Office & Operating Facility - The location of the proposer's Corporate Headquarters and operating facility. In addition, please include the location of the local office, if applicable, that will be involved in this engagement.
8. Cost Proposal - Submit a cost proposal expressed in cost per hour, per day and for off-hour work. The cost proposal shall include proposed rates for the provision of services as specified and referenced in this solicitation. In addition, the proposed rate(s) shall include the cost of supplies, vehicles, equipment, gas, licenses, overhead, and all operating costs deemed necessary for the performance of the work and provision of services.

SECTION 9 – EVALUATION & SELECTION PROCEDURE

The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the Proposal Format required in this RFP.

The Evaluation Committee will then review and score each proposal individually based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled to determine the committee recommendations. Based upon the scoring and ranking, the Committee may recommend a short list of proposals that are reasonably likely of being selected for award.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by proposers, to carry out contract negotiations for the purpose of obtaining best and final offers, and/or conduct detailed reference checks on the short-listed proposers. Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on previous projects.

Once the ranking process is complete, the Evaluation Committee will recommend a contract award to the Purchasing Department regarding the apparent successful proposer(s). Upon acceptance, a recommendation will be made to the Genesee County Board of Commissioners for approval. The final recommendation made to the Genesee County Board of Commissioners will be based on review of the final scores.

Subsequent to final selection and award by the Genesee County Board of Commissioners, a contract will be negotiated with the successful proposers. Upon the successful completion of negotiations, contracts will be presented to the Genesee County Board of Commissioners for approval.

SECTION 10 - EVALUATION CRITERIA

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

1. Capability and capacity of the proposer to perform the desired services. (25 points)
2. Knowledge and experience of the proposer and staff in Community Action Agency program services, including: process improvement and re-engineering consultations; staff training; professional development and materials development; program and project design; implementation; operations; compliance monitoring; program evaluation; program and financial analysis; management systems reviews and recommendations; and the implementation of technology applications and networked systems. (25 points)
3. References (20 points)
4. Cost/proposed fees (20 points)
5. Additional fees for special circumstances (5 points)
6. Responsiveness & execution of proposal (5 points)

SIGNATURE PAGE RFP #19-185

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 resulting contract will be extended to all Genesee County departments,
7. acknowledges the following addenda _____ issued as part of the RFP:

Conflict of Interest:

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

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

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

Name (print): _____

Signature: _____ Title: _____

Company: _____

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: 19-185 RFP, Process Re-Engineering Consulting Services for the Genesee County Community Action Resource Department - GCCARD

Coverage Required

Limits (Figures denote minimums)

<u> X </u> 1. Workers' Compensation	Statutory limits of Michigan
<u> X </u> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<u> X </u> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<u> X </u> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<u> </u> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<u> X </u> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<u> </u> 7. Umbrella liability/Excess Coverage	\$1,000,000 BI & PD and PI

X 8 Genesee County named as an additional insured on other than workers' compensation and professional 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: Environmental Impairment Liability - \$1,000,000 limit

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

X 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.

ATTACHMENT 1 - PROFESSIONAL SERVICES CONTRACT

This Agreement for Professional Services (the "Agreement") 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, whose principal place of business is located at Contractor Address (the "Contractor") (the County and the Contractor together, the "Parties").

1. Agreement and Authority

This Agreement is entered into pursuant to RFP/IFB # 19-185 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term 3 years

The initial term of this Agreement commences on _____ and shall be effective through _____ (the "Initial Term").

2.2 Extension Terms

The Board has the option to extend this Agreement for up to two (2) additional one-year terms (the "Extension Terms").

3. Purpose

Genesee County is seeking a qualified professional services consultant(s) to provide process re-engineering consultations; staff training/professional development; compliance monitoring and program evaluation; program and financial analysis; and management systems reviews and recommendations. Scope of services shall include recommendations, design and implementation of improvements, logistics planning and deployment, and technology evaluations. Contractor shall also provide professional services related to grants/funding reporting and management; community/economic development programs and opportunities; program advocacy; public policy research and analysis

4. Scope of Work

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

5. Compensation

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

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

7. Contract Administrator

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

8. Reporting Requirements

During the term of this Agreement, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

9. Inspection and Acceptance

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

10. Warranties

The Contractor warrants that:

10.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

- 10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.
- 10.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

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.

11. Suspension of Work

11.1 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.

11.2 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.

12. Termination

12.1 Termination for Cause

If the Contractor is in breach of any provision of this Agreement, 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 Agreement. 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 Agreement, 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.

12.2 Immediate Termination

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

In addition to any other remedies provided by law or this Agreement, 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.

12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement 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.

12.4 Termination for Lack of Funding

If this Agreement 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 Agreement 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.

13. Equipment Purchased with County Funds

13.1 Reporting

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

13.2 Conveyance to the County

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

14. 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.

15. Freedom of Information Act

This Agreement and all attachments, as well as all 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".

16. 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.

17. Audit Rights

17.1 Certification of Accurate Information

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

17.2 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 Agreement. If this Agreement 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 Agreement and the terms of the applicable grant.

17.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement 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 Agreement and the terms of the applicable grant.

17.4 Records Retention

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

18. Identity Theft Prevention

18.1 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.

18.2 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.

19. 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 C and keep such insurance coverage in force throughout the life of this Agreement.

19.1 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.

19.2 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.

20. Independent Contractor

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

21. General Provisions

21.1 Entire Agreement

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

- 21.1.1. The Agreement – This Professional Services Contract
- 21.1.2. Exhibit A – Description of Services
- 21.1.3. Exhibit B – Reports Required of the Contractor
- 21.1.4. Exhibit C – Contractor's Fee Schedule
- 21.1.5. Exhibit D – Insurance Checklist

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 Agreement and any Exhibit, the terms of this Agreement shall control.

21.2 No Assignment

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

21.3 Modification

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

21.4 Binding Effect

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

21.5 Headings

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

21.6 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement 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.

21.7 Severability and Survival

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

21.8 Interpretation

Each Party has had opportunity to have this Agreement 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 Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

21.9 Remedies

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

[SIGNATURE PAGE FOLLOWS]

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

CONTRACTOR NAME

COUNTY OF GENESEE

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Ted Henry, Chairperson
Board of County Commissioners

Date: _____

Date: _____

Approved as to form:

Corporation Counsel

DRAFT

EXHIBIT A
Description of Services

The Contractor shall provide process re-engineering consultations; staff training/professional development; compliance monitoring and program evaluation; program and financial analysis; and management systems reviews and recommendations. Scope of services shall include recommendations, design and implementation of improvements, logistics planning and deployment, and technology evaluations. Contractor shall also provide professional services related to grants/funding reporting and management; community/economic development programs and opportunities; program advocacy; public policy research and analysis.

Services will be provided during normal business hours or as needed by GCCARD. The normal department work day is from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County Holidays. GCCARD will provide all necessary and reasonable workplace access to Contractor during regular hours of operation. GCCARD may request the Contractor to work at any GCCARD site for any portion, or all of the work subject to the scope of services contained herein. However, the Contractor, as an Independent Contractor, shall not be required to work on site. It shall be within the discretion of the successful Contractor to determine appropriate times, work place/space and tools required for completion of requirements under the Scope of Services/Work. GCCARD will provide reasonable and timely access to all information, including contracts, policy letters, manuals, correspondence, in whatever form or record available that are necessary for Contractor to provide agreed upon professional services under the terms of a signed Agreement and the Scope of Services/Work.

The Contractor must have the capability to provide the following types of support and services to the various GCCARD program units:

1. Consultation
 - a. Monitor and evaluate current business/operational procedures, processes and management systems for improvements/upgrades to take advantage of new technologies that will facilitate enhancements in program, efficiency, productivity, and/or the effectiveness of program outcomes.
 - b. As necessary, re-design, upgrade, integrate and implement existing data/file and document management systems to improve departmental archiving, retrieval and security.
 - c. Design and conduct programmatic and fiscal analyses.
 - d. Facilitate and assist GCCARD program units to enhance their ability to forecast programmatic and/or fiscal outcomes.
 - e. Provide assistance with or facilitate the development and implementation of initiatives to achieve, assess, or evaluate compliance with program goals and objectives as well as other contractual obligations.
 - f. Assist in the identification of trends and opportunities for new programs/program adjustments.
 - g. Assist in the development of new funding proposals, applications and/or agreements.
 - h. Make recommendations for technology upgrades and implementation.

2. Staff Training & Professional Development
 - a. Recommend/design and implement training/cross training programs to maximize staff utilization for all current programs.
 - b. Recommend professional development activities and resources for continuous professional development.
 - c. Survey management and line staff for needs, interests in training, tools and program enhancements.
 - d. Identify opportunities and resources that will improve internal capacity to provide efficient and effective services to stakeholders, and to achieve optimum goals for each agency program.
3. Monitor & Evaluation
 - a. Program effectiveness/impact on stakeholders.
 - b. Identification of stakeholder needs and community assets/potential collaborations.
 - c. Program compliance with Local, State and Federal laws, regulations, planning and policies.
 - d. Current staff training, professional development requirements/improvements.
 - e. Evaluate current levels of GCCARD internal capacity and external relationships effectiveness.
4. External Relationship Management
Recommend tools and opportunities for improving external relationships with all stakeholder groups, potential partners and collaborations.
5. Program Identification/Enhancements
Identify new community and economic programs/revenue opportunities, which fall within the GCCARD mission of eradicating poverty within Genesee County.
6. Performance of Services
Requested services are considered “as needed” consulting services that may be performed in part or in full at one or more of GCCARD’s work sites. Services will generally be provided during regular business/work hours; but may be performed during off hours, as determined by the Contractor.
7. Access to Contractor
The Contractor will be available on-call for off hours contact to address emergency/urgent incidents, within reason. In the event that any one incident requires more than the aggregate of sixty (60) minutes afterhours contact, Contractor may bill and GCCARD will reimburse Contractor per hour for time beyond the first on-call hour. Fractional amounts of one (1) hour will be reimbursed proportionately in fifteen (15) minute increments.
8. Time and Services Reports
Contractor will provide GCCARD with a bi-weekly report and invoice for time and work/services performed. Reports may include anticipated project completion timelines, as well as new tasks requested by agents of the Department and Contractor staff responsible for the activities covered. Such reports may be transmitted via confirmed email transmission, in addition to or in lieu of paper based written reports.

EXHIBIT B
Reports Required of the Contractor

Description of Report
Name and content of report

Frequency
How often?

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EXHIBIT C
Contractor's Fee Schedule

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EXHIBIT D
Insurance Checklist

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