GENESEE COUNTY REQUEST FOR PROPOSALS #20-221

Sealed proposals will be received until 2:00 p.m. (EDT), Thursday, August 13, 2020, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for Annual Financial and Compliance Audit of Senior Centers in Genesee County, Michigan.

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:

<table>
<thead>
<tr>
<th>DUE DATE:</th>
<th>2:00 PM (EDT), Thursday, August 13, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>QUESTIONS DUE:</td>
<td>Monday, August 3, 2020, before 5:00 PM</td>
</tr>
<tr>
<td>PROPOSAL REQUEST NUMBER</td>
<td>#20-221</td>
</tr>
</tbody>
</table>

Derrick Jones, Purchasing Administrator

bid2\2019\20-221
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
www.gc4me.com
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RFP #20-221 Annual Financial and Compliance Audit of Senior Centers in Genesee County, MI

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **2:00 p.m. (EDT), Thursday, August 13, 2020**, 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. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.

3. **Submit one original, one paper copy and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. **Proposals may not be submitted at the MITN site for this offering.**

4. Michigan Inter-governmental Trade Network— an alternate review of this proposal under **Proposal # 20-221 Annual Financial and Compliance Audit of Senior Centers in Genesee County, MI** can be done at [https://www.bidnetdirect.com/mitn](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](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](tel:1-800-835-4603) toll free 1-800-835-4603.

5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
6. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at http://www.gc4me.com/departments/purchasing for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.

7. The County’s Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.

8. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to 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.

SECTION 2 - STANDARD TERMS & CONDITIONS
1. See Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link:
http://www.gc4me.com/Std%20T%20C%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 comprehensive annual financial audits of Genesee County Senior Centers. The successful offeror shall provide the requested services under contract with Genesee County and shall perform its responsibilities in accordance with the requirements stated in this solicitation, and any guidelines and directives put forth in the contract arising from this Request for Proposals.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Office of Senior Services. The contact person is 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. **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](http://www.gc4me.com/Purchasing/currentbids.htm)). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.

4. **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.

5. **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. Any proposal for which the offeror specifies a shorter acceptance period may be rejected as non-responsive. Should there be any reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Issuing Office and the Offeror.

6. **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 noon, Monday, August 10, 2020, to the Genesee County Purchasing Department as listed above.

7. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.

8. **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.
9. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Monday, August 3, 2020 before 5:00 PM (EDT)** 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.

**SECTION 4 – GENERAL INFORMATION**

1. **PROJECT INFORMATION** - Genesee County is issuing this Request for Proposals for interested auditing firms who are qualified under Michigan law and regulations for the performance of two annual financial and compliance audits of Genesee County Senior Centers, in accordance with the requirements of the State of Michigan.

The two audit periods are for the fiscal years ending September 30, 2021 and 2022. Future millage renewals may allow the contract to be extended for additional years.

Each Senior Center is a non-profit operation with funding from local and state sources, millage, non-millage and in-kind.

2. **GENERAL INFORMATION** – Financial information pertaining to Genesee County Senior Centers is as follows:
   A. Population of the County - 436,141
   B. The Senior Centers that will be audited and their fiscal years are the following:
      - Flushing, Loose, Forest Twp., Brennan, Carman-Ainsworth (FY January –December)
      - Krapohl, Eastside, Hasselbring (FY October – September)
      - Swartz Creek, Davison (FY July – June)
   C. The awarded firm will complete all nine audits for the centers for two years.
   D. All Senior Centers are non-profit 501 c 3.
   E. Some of the centers do not use Senior Millage funding to pay for the audit.
   F. Senior Center’s financial statements are on the accrual basis.
   G. The County does not anticipate any problems with audit at any of the Centers and there are no significant changes from the previous year.
   H. Annual center budgets range from $200,000 to $500,000.
   I. For more information on the Senior Centers go to [www.gcseniors.org](http://www.gcseniors.org)
   J. Auditors spent 2 to 5 days at each center each year.

3. **INELIGIBLE CONTRACTORS** - All proposers will be required to certify that they are not on the Comptroller General's List of Ineligible Contractors. All proposers must also certify that any firm, partnership, or association in which they have
substantial interest, personally or as a corporate entity, is also not included on the Comptroller General's List of Ineligible Contractors.

4. **INDEPENDENT PRICE DETERMINATION**

   A. By submission of a proposal, the offeror certifies that in connection with this proposal:

   1. The fees in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such fees with any other bidder or with any competitor; and

   2. Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder directly or indirectly to any other bidder or to any competitor; and

   3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

   B. Each person signing the proposal certifies that:

   1. He/she is the person in the contractor's organization legally responsible within that organization for the decision as to the prices being offered in the proposal and that he/she has not participated, and will not participate, in any action contrary to A.1, A.2 and A.3 above; or

   2. He/she is not the person in the contractor's organization responsible for the decision as to the prices being offered in the proposal but that he/she has been authorized in writing to act as agent for the persons legally responsible for such decisions by certifying that such persons have not participated, and will not participate, in any action contrary to A.1, A.2 and A.3 above.

   3. A proposal will not be considered for award if the proposal has been altered so as to delete or modify A.1 or A.3 or B above. If A.2 has been modified or deleted, the proposal will not be considered for award unless the bidder furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

**SECTION 5 – SCOPE OF SERVICE**

1. The Auditor shall perform a financial audit of the financial statements of all funds, related entities and grant contracts of the Genesee County Office of Senior Services (GCOSS) non-profit 501C3 senior centers and will include the filing of 990’s for each center. Senior Centers are requested to utilize FASB.

2. The audit shall be conducted in accordance with generally accepted government auditing standards as prescribed in State of Michigan Public Act 2 of 1968, as amended.
3. The Auditor shall, as part of the written report of audit, submit to the GCOSS a report containing an expression of opinion that the financial statements are fairly stated, or an opinion qualified as to certain funds in the financial statements, or a disclaimer of opinion and the reasons therefore, and shall explain in detail any unusual items or circumstances under which the Auditor was unable to reach a conclusion. The report shall state that generally accepted government auditing standards have been followed in the audit. The management letters to the GCOSS relating to findings or recommendations will be issued in connection with this audit. The local centers boards will retain the rights to be the signor of engagement letters and responsible party.

4. Final audit reports are to be completed no more than 2 to 3 months after the audit.

5. **PERSONNEL MATTERS** - The offeror represents that it has, or will secure at its own expense, all personnel required in performing the services, if awarded a contract.

   A. All of the services required hereunder shall be performed by the Auditor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

   B. The Auditor shall not engage the services of any person or persons in the employ of the County for any work required by the terms of an audit contract.

   C. The GCOSS shall have the right to have any personnel of the Auditor removed from the project upon demand and to receive the substitution of qualified personnel in place of those persons removed. The Auditor will not remove personnel from the project, or substitute personnel on the project without written authorization of the GCOSS (excepting terminations).

   D. The GCOSS and the Auditor shall mutually agree in advance to the priorities of staff assigned to management control review.

6. **SENIOR CENTER PARTICIPATION** - The senior center will provide adequate office space for the efficient conduct of the audit, including local telephone service for business related calls and email plus normal staff assistance during the audit for preparation of necessary work papers and schedules.

7. **CHANGES IN SCOPE OF SERVICES** - The GCOSS may, from time to time, require changes in the scope of the services of the Auditor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Auditor's compensation, which are mutually agreed upon by and between the
County and the Auditor, shall be incorporated in written amendments to this Contract.

8. **DELAYS AND EXTENSIONS** - Delays or hindrances beyond the control of the Auditor shall be compensated for by an extension of time for such reasonable period as may be mutually agreed upon between the parties; it being understood, however, that the permitting of the Auditor to proceed to complete any services or any part of them after the date to which the time of completion may have been extended shall in no way operate as a waiver of any right the GCOSS may have against the Auditor for failure to complete the project within the allotted time periods.

9. **EXIT CONFERENCE** - An audit exit conference with the Genesee County Senior Services Director, the senior center director and other appropriate board members will be conducted by the Auditor in charge. At this time the findings and recommendations regarding compliance and internal control shall be discussed. Appropriate officials shall have the opportunity to respond, orally or in writing, to the findings.

**SECTION 6 – GENERAL PROVISIONS AND SERVICE REQUIREMENTS**

1. **RESPONSIBILITY AND REPORTING** - The Auditor shall be responsible to the GCOSS Director and report directly to them or their designees. The Auditor shall confer as necessary and cooperate with the Senior Center Director as required to assure that the work proceeds in a mutually satisfactory manner. All reports made in connection with this Contract shall be reviewed by the Director for completeness and fulfillment of the requirements of this Contract prior to submittal of the final report to the GCOSS.

2. **TIMELINESS** - The Senior Centers have a variety of fiscal years, some are January – December, July – June or October – September. It is expected that the audits will begin within a few weeks of the fiscal year ending and the report to follow in a timely fashion. Past audits for eight (8) of the Senior Centers are available at the website for review, [http://www.gc4me.com/departments/purchasing/openbids.php](http://www.gc4me.com/departments/purchasing/openbids.php)

3. The auditor shall retain working papers for not less than five (5) years, which shall be available to GCOSS for reference if requested.

4. Annual financial statements and auditors report will be provided for each Senior Center. Ten (10) copies of the report is to be provided for each center.

5. All reports, special reports, memoranda, and other papers and documents submitted by the Auditor shall be dated and bear the Auditor's name.

**SECTION 7 – INFORMATION REQUIRED FROM PROPOSERS**

1. **BUSINESS ORGANIZATION:** State the full name and address of your organization and, if applicable, the branch office or other subordinate element
that will perform or assist in performing the work hereunder. Indicate whether you operate as an individual, partnership or corporation; if as a corporation, include the state in which you are incorporated.

2. **STATEMENT OF REQUIREMENTS:** State in detail your understanding of the requirement presented by the RFP. State in detail any services outlined in the RFP or Plan, which you do not provide and therefore are excluded from the proposal.

3. **EXPERIENCE AND REFERENCES:** Describe your experience in providing the proposed services and references. List the non-profits you have audited. Prior experience in similar activities is essential for any firm to provide the work/services which will satisfy the requirements of this RFP. This section shall consist of descriptions of qualifying experience. Include a minimum of three (3) references two (2) being non-profit, with project descriptions and also the name, address and phone number of the responsible official of the client organization who may be contacted.

4. **WORK PLAN:** Describe in narrative form your technical plan for accomplishing the work. Include in the work plan the time frame or schedule your plan would adhere to. Indicate the number of labor hours you have allocated for each task.

5. **LABOR REQUIREMENTS:** The successful proposer must be able to staff a project team, which is experienced in auditing governmental units. Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Identify key individuals by name and title. Resumes depicting qualifications are required for proposed project personnel.

6. **RESUMES:** Resumes for Partners, Managers, Supervisors and Seniors who will be assigned to the engagement. Resumes will indicate memberships in professional associations such as the American Institute of Certified Public Accountants (AICPA), State CPA Societies, the Government Finance Officer's Association (GFOA) or other applicable professional associations or training.

7. **ADDITIONAL INFORMATION AND COMMENTS:** Include any other information that is believed to be pertinent but not specifically asked for elsewhere in this RFP.

8. **SPECIALIZED AUDIT PROGRAMS & INTERNAL CONTROL QUESTIONNAIRES:** Does your firm have specialized audit programs and internal control questionnaires for non-profit or governmental units?

**SECTION 8 – PRICING INFORMATION AND COST DETAIL**

1. Proposers shall provide a, per year, per center price based on a two year contract.
2. State clearly in your proposal the basis for fees so that relevant comparisons can be made between proposals.

**Cost and Price Analysis:** The information requested in this Section is required to support the reasonableness of your proposal. Use the format below:

1. **Labor Costs:** Itemize so as to show the following for each category of personnel with a different rate per hour:
   a) Category; e.g., Partner, Manager, etc.
   b) Estimated hours and not to exceed maximum estimated hours by category
   c) Rate per hour
   d) Total cost for each category and for all labor needs
   e) A maximum estimate of incidental expenses such as travel and supplies, adding to a total maximum fee

In addition, the proposer shall provide the above information for each individual year and a cost for both fiscal year audits.

3. Proposed pricing shall be submitted in a sealed envelope within the sealed proposal and clearly marked as "Pricing for RFP #20-221".

**SECTION 9 – INFORMATION REQUIRED FROM PROPOSERS**

1. **NON-RESPONSIVE PROPOSALS**

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

The proposal is not received in a timely manner in accordance with the terms of this RFP.

The proposal does not follow the specified format as presented in this Section 9.

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

   A. Proposal submitted by the due date and time.
   B. One (1) original and one (1) hard copy of the proposal.
   C. One (1) copy of the proposal in electronic format.
   D. **Signed Signature Page** - This document shall be properly executed as described in this RFP. All proposals received shall include this document for the County to consider a proposal as a formal and binding offer.
   E. **Executed Insurance Checklist**
   F. **Statement of Exceptions** – Stated exceptions to the RFP and/or Standard Proposed Contract as indicated in Section 1.5.
   G. All information and responses required as specified in SECTION 7. **PROPOSER’S QUALIFICATIONS AND EXPERIENCE**
   H. Price and cost detail as specified in SECTION 8. **PRICING INFORMATION AND COST DETAIL.** The information requested in this section is required to support the reasonableness of your proposal.
portion of the proposal must be bound and sealed separately from the remainder of the proposal.

SECTION 10 – PROPOSAL EVALUATION

It is the intent of Genesee County Office of Senior Services to conduct a comprehensive, fair and impartial evaluation of all proposals received. Award shall be made to the responsible offeror whose proposal is determined to be most advantageous to Genesee County.

Genesee County reserves the right to obtain information regarding the ability of any prospective offeror to perform and contact references. Such information shall be taken into consideration in evaluating proposals. For the purpose of this RFP, all proposers shall provide three (3) references by completing the enclosed Reference Page (page 14).

Evaluation Criteria: Evaluation of each proposal will be based on the criteria table listed below. All proposals received will be evaluated based upon a Two-Step Selection Process. The first step will involve an evaluation of the following factors as presented in the offeror’s response to this RFP. The award recommendation will be made by the Senior Services Director to the Genesee County Board of Commissioners for the proposal deemed most advantageous to the County; the quality of the services to be supplied, their conformity with specifications, their suitability to the requirements of the County and delivery terms being taken into consideration. The Genesee County Board of Commissioners (BOC) will make final decision on who the contract will be awarded to.
## Evaluation Criteria

<table>
<thead>
<tr>
<th>Step 1</th>
<th>Possible Points</th>
</tr>
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<tbody>
<tr>
<td>1. Proposed Work Plans and Procedures – The written proposal should indicate the understanding of the offeror of the project requirements; proposed technical plans, procedures and timing. The written proposal should indicate the ability of the Auditor to meet the terms of the RFP and the methodology to be used.</td>
<td>50</td>
</tr>
<tr>
<td>2. Previous Experience of Proposer to Conduct Similar Audits – The written proposal should indicate the quality and time frame of projects similar, specifically non-profit to that described in the RFP.</td>
<td>25</td>
</tr>
<tr>
<td>3. Organization, Management and Personnel Capability – The written proposal should indicate the competence of personnel whom the offeror intends to assign to the project. Qualifications will be measured by education and experience, with particular reference to non-profit organizations similar to that described in the RFP.</td>
<td>25</td>
</tr>
</tbody>
</table>

**Total Possible Points** 100

**Step 2 – Price Analysis**

Only those proposals receiving a score of eighty-five percent (85%) or more of the total maximum possible score in Step I will be considered for evaluation in Step II.
GENESEE COUNTY RFP #20-221

Annual Financial and Compliance Audit of Senior Centers in Genesee County, Michigan

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: ____________________________________________

Date: ________________________________________________

Company: _____________________________________________

Federal Employee Identification Number (FEIN): _____________

DUNS Number: _______________________________________

Contact Person of company representative for matters regarding this RFP

______________________________________________________

CONTACT NAME POSITION

_____________________________________________________

MAILING ADDRESS CITY STATE ZIP CODE

____________________________________________________

PHONE FAX E-MAIL
GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: RFP #20-221 – Annual Financial and Compliance Audit of Senior Centers in Genesee County, Michigan

<table>
<thead>
<tr>
<th>Coverage Required</th>
<th>Limits (Figures denote minimums)</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>X</em> 1. Workers’ Compensation</td>
<td>Statutory limits of Michigan</td>
</tr>
<tr>
<td><em>X</em> 2. Employers’ Liability</td>
<td>$100,000 accident/disease $500,000 policy limit, disease</td>
</tr>
<tr>
<td></td>
<td>Including Premises/operations</td>
</tr>
<tr>
<td><em>X</em> 3. General Liability</td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate</td>
</tr>
<tr>
<td></td>
<td>Including Products/Completed Operations and Contractual Liability</td>
</tr>
<tr>
<td><em>X</em> 4. Professional liability</td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate</td>
</tr>
<tr>
<td></td>
<td>Including errors and omissions</td>
</tr>
<tr>
<td><em>X</em> 5. Medical Malpractice</td>
<td>$200,000 per occurrence $800,000 in aggregate</td>
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<tr>
<td><em>X</em> 6. Automobile liability</td>
<td>$1,000,000 combined single limit each accident-</td>
</tr>
<tr>
<td></td>
<td>Owned, Hired, Non-owned</td>
</tr>
<tr>
<td><em>X</em> 7. Umbrella liability/Excess Coverage</td>
<td>$ 1,000,000 BI &amp; PD and PI</td>
</tr>
<tr>
<td><em>X</em> 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.</td>
<td></td>
</tr>
<tr>
<td>_9. Other insurance required: Environmental Impairment Liability - $1,000,000 limit</td>
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<tr>
<td><em>X</em> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)</td>
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<tr>
<td><em>X</em> 11. The certificate must state bid number and title RFP # 20-221</td>
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**Insurance Agent's Statement**

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

_____ The above required policies carry the following deductibles:

_______________________________________ ___________________________________

Insurance AgentSignature

**Prospective Contractor’s Statement**

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

_______________________________________ ___________________________________

ContractorSignature

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: ____________________

<table>
<thead>
<tr>
<th>Company/Client:</th>
<th>Contacts:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Name:</td>
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<tr>
<td></td>
<td>Title:</td>
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Example of a Professional Service Agreement

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

This Agreement is entered into pursuant to RFP # 20-221 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

The initial term of this Contract commences on ??, and shall be effective through completion of scope of service (the “Initial Term”).

2.2 Extension Terms

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

3. Scope of Work

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

4. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed $_____________ for the Adult Felony Drug Court, $___________ for the Family Drug Court, and $____________ for the GCSC. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed
$_____________ for Adult Felony Drug Court, $_____________ for the Family Drug Court, and $_____________ for GCSC. The Contractor’s projected budget for the Initial Term of this Contract is attached as Exhibit C (the “Budget”). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

4.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

4.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

4.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

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

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

6. Contract Administrator

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

7. Warranties

The Contractor warrants that:

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

7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

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

8. Suspension of Work

8.1 Order to Suspend Performance

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

8.2 Necessary Actions Before Suspension

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

9. Termination

9.1 Termination for Cause

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

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

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

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

9.3 Termination for Convenience

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

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

9.4 Termination for Lack of Funding

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

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

10. Nondiscrimination

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

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

12. **Intellectual Property**

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

13. **Audit Rights**

13.1 Certification of Accurate Information

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

13.2 Inspection

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

13.3 Audit

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

13.4 Records Retention

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

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

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

15. Insurance Requirements and Indemnification

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

15.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor’s agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

15.2 Indemnification

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

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.
17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

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**

By: __________________________

Name of Contractor Signatory

Title of Contractor Signatory

Date: __________________________

**COUNTY OF GENESEE**

By: __________________________

Martin Cousineau, Chairperson

Board of County Commissioners

Date: __________________________
EXHIBIT A
Description of the Services

Will be completed upon execution of contract.
EXHIBIT B
Insurance Checklist

Copy of Insurance Checklist
Copy of Certificate of Insurance