



INVITATION FOR BID

IFB 072017

**Bay County Finance Department
Cost Allocation Plan**

**JAMES BARCIA
BAY COUNTY EXECUTIVE**

INVITATION TO BID---THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT RETURN THIS BID, PLEASE RETURN THIS FORM INDICATING SO TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDER LIST.

DATE OF REQUEST	DECEMBER 15, 2017
BID NUMBER	IFB 072017
QUESTIONS FROM BIDDERS DUE TO PURCHASING:	JANUARY 8, 2018 5:00 P.M.
ADDENDUM ISSUED:	JANUARY 12, 2018 BY 5:00 P.M.
BID DATE/TIME OPENING	JANUARY 26, 2018 11:00 A.M.
SUBMIT BID TO	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION BAY COUNTY BUILDING 7 TH FLOOR 515 CENTER AVENUE BAY CITY, MI 48708- 5128
LABEL BID	"BAY COUNTY FINANCE DEPARTMENT COST ALLOCATION PLAN" DELIVER TO THE PURCHASING OFFICE IMMEDIATELY

SCOPE OF SERVICES:

I. Cost Allocation Plan:

Prepare a central service indirect cost allocation plan for 2017, 2018, 2019 and for optional years 2020 and 2021 which identifies the various costs incurred by the County to support and administer Federal and State programs in accordance with OMB Circular 2 CFR 200 (a.k.a. Super Circular). This plan will contain a determination of all the allowable costs of providing each supporting service.

The plan will be prepared from the County's financial data for fiscal years ending December 31, 2017, 2018, 2019 and 2020, 2021 and will be the basis for recoveries in year 2019 through 2023. The cost allocation plan for each year shall be completed within eight (8) months after the end of each fiscal year end.

Explain the calculation methods and assumptions used in the indirect cost allocation to County Administration and Elected Officials. This explanation shall be presented in writing or as part of a verbal presentation.

Develop and review data collection worksheets, allocation bases, indirect cost pools and method of distributing costs for appropriateness and also identify alternate methodology which may more accurately allocate central service costs and enhance indirect cost revenues.

Assist in preparing claims to the state and/or federal government for recovery of funds due the County. Such assistance shall include but not be limited to providing particularized research and direction as necessary; and, monitoring the progress of claims through the state and/or federal government to insure the County receives recoveries claimed.

The successful firm will respond to all inquiries arising from a federal audit of the cost allocation plan and revise the plan if required by such audit at no additional cost.

II. Field Work/Coordination:

The County of Bay expects the successful firm to do all field work in association with the scope of work described above, with the understanding that County of Bay employees will make financial and other pertinent records available for use in preparing and completing the work assigned.

The successful firm will work in conjunction with the Finance Officer/Assistant Finance Officer in completing this engagement. During fieldwork at the County of Bay, the firm will be provided with a work area to conduct said services as necessary.

III. County Representation:

The County of Bay's representatives for the project will be the Finance Officer/Assistant Finance Officer who will coordinate with the various departments for the completion of this project. The County of Bay's representatives shall be allowed to view, inspect or observe the successful firm's work in progress. Approvals, questions, demands, etc. from the successful firm shall be forwarded to these individuals. No other representative shall bind the County of Bay to additional cost or make changes to the Scope of Work.

IV. Final Approval:

The Finance Officer will exercise final approval of the rates proposed in the County-Wide Central Services Indirect Cost Allocation Plan before the Plan is submitted to the cognizant agency.

CONTENT OF PROPOSAL:

To be considered you must submit all required elements listed below. They should bear the letters and heading contained within this RFP.

1. All Bids must be good for one-hundred and twenty (120) days after the previous stated bid opening date.
2. The bidder shall submit their pricing requirement only on the provided Formal Cost Summary. This cost summary should contain all pricing information relative to performing the engagement as described in this RFP. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. **(See Attachment A)**
3. A signed letter of transmittal briefly stating the proposer understands of the work to be done, the commitment to perform the work, as statement of why the firm believes itself to be best qualified to perform the engagement. **(Label as Attachment B)**

4. Firm Qualifications and Experience: The Proposer should state the size of the firm, the size of the firm's staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as a principal should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific governmental engagements. **(Label as Attachment C)**

5. Staff Qualifications and Experience: Identify the staff members, including managers, other supervisors and specialists, who would be assigned to the engagement. Provide information on the experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this engagement.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured. **(Label as Attachment D)**

Managers, Supervisors, Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the County of Bay, which retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Prior Engagements with the County of Bay: List separately all engagements within the last five (5) years for the County of Bay by type of engagement. Indicate the scope of work, date, staff, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal contact. **(Label as Attachment E)**
7. Similar Engagements with Other Government Entities: For the firm's office that will assigned responsibility for the engagement, list the most significant engagements (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this request for proposal. Indicate the scope of work, date, staff and the name and telephone number of the principal client contact. **(Label as Attachment F)**
8. Report Format: The proposal should include sample formats for required reports. **(Label as Attachment G)**

The following will not be considered for evaluation but must be completed and submitted or your proposal will be considered incomplete, marked rejected and returned.

1. Each bidder is required to accompany their formal bid with a written sworn statement affirming they have not been a party to a collusive agreement. **(See Attachment H)**
2. Each bidder is required to accompany their formal bid with written sworn warranties. **(See Attachment I)**

GENERAL INFORMATION:

1. **CHANGES TO IFB:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, or an attorney within Bay County's Department of Corporation Counsel only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive future communications related to this IFB, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@baycounty.net; failure to do so may limit your ability to submit a complete, competitive Proposal.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this IFB, Bidder agrees to be bound by this IFB's terms and conditions. Proposals may be withdrawn by the Bidder without penalty at any time before notification that the Bidder's Proposal has been selected. However, if the Bidder withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Bidder shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Bidder's Proposal.
4. **IFB, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this IFB or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to either purchase equipment from the Bidder or to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. **TAX-EXEMPT STATUS:** Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
6. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
7. **RESPONSIBILITY:** Bidder is solely responsible for ensuring its bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

8. **INSURANCE:** The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this IFB and any resultant contract, whether such service be by the Bidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
- a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Comprehensive general liability insurance in the minimum amount \$1,000,000 per occurrence and \$3,000,000 annual aggregate coverage.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."

9. **COST OF DEVELOPING PROPOSAL:** The Bidder shall be responsible for all costs incurred in the development and submission of its Proposal.
10. **PROPOSAL DELIVERY:** Proposals must be returned no later than **January 26, 2018, @ 11:00 a.m.** in a sealed envelope clearly marked "**Bay County Cost Allocation Plan**"--- **Deliver to Nicole LaDouce in the Purchasing Office immediately.** Please provide five (5) printed copies of the submission and deliver to the Bay County Purchasing Office, Bay County Building, 515 Center Ave., 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or Email.

11. **NON-DISCRIMINATION:** In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color,

ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.

12. PROPOSAL OPENING: There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
13. PROPOSAL REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.

The County is not required to accept the lowest cost proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience or capacity may be overriding factors. The proposal evaluation criteria should be viewed a standards, which measure how well a bidder's approach meets the desired requirements and needs of the County.

The County reserves the right to waive any informalities or immaterial omissions or defects not involving prices, time or changes in the work and to reject any or all proposal, if to do so is deemed in the best interest of the County. In no event will an award be made until all necessary investigations are made as to the responsibility and qualification of the bidder to whom is it proposed to make such an award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the County.

14. PROPOSAL AWARD: In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the proposal to the Bidder providing the best value to the County.
15. CONTRACT: The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the IFB will become incorporated within any formal agreement. This IFB does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this IFB shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the IFB, and last, the Bidder's Proposal.

16. DISPUTES: In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain a Bid Protest Form from the Purchasing Office which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) business days from the date of the notice of intent to award.**
17. QUESTIONS: All questions about this IFB must be received by January 8, 2018, 5:00 p.m. in writing, via email, to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

Responses to any inquires will be issued in one (1) Addendum no later than January 12, 2018, 5:00 p.m. and will be sent to all known bidders. Every attempt to answer your inquiries will be made however Bay County has the right to not answer any questions received after the January 12, 2018 due date.

Correspondence or inquiries made directly to bidders regarding their proposals from all other persons are to be directed to those County employees designated above for appropriate review and response. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers to submit their proposals. Any information given to a prospective bidder concerning the Request for Proposal will be furnished to all prospective bidders as an amendment or addendum to the Request for Proposal, if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance to uninformed bidders.

ADA ASSISTANCE: The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Ave. 4th Floor
Bay City, MI 48708-5128
(989) 895-4131
(989) 895-4049 TDD
johnsona@baycounty.net

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
989-895-4037
mooref@baycounty.net

This proposal process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website www.baycounty-mi.gov.

PRICING

YEAR	COST
2017	
2018	
2019	
TOTAL COST OF THREE (3) YEARS	

YEAR	COST
2020	
2021	
TOTAL COST FOR FIVE (5) YEARS	

Please provide the requested information below for the person to direct proposal questions and notifications:

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____

CERTIFICATION

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by the Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____

PROPOSER WARRANTIES

- 1. Proposer warrants that it is willing and able to comply with State of Michigan laws and licensing requirements.
- 2. Proposer warrants that all information provided by it in connection with the proposal is true and accurate.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____