The School District of the City of Hazel Park
Request for Proposal
Auditor Services

RFP #19.0002

Issue Date: February 15, 2019
Proposal Due Date: March 11, 2019 11:00 am.
Issuer: Jason Zirnis, Assistant Superintendent of Business & Operations
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SECTION I: REQUEST FOR PROPOSAL PURPOSE AND SCHEDULE

1. PURPOSE
   The School District of the City of Hazel Park is requesting proposals for Auditor Services, in accordance with the specifications, terms and conditions stated herein.

2. BACKGROUND INFORMATION
   The School District of the City of Hazel Park provides a diverse educational programming for approximately 3,300 students covering an area of approximately four (4) square miles in southeast Oakland County, Michigan.

   The School District is currently in financial deficit and is working under an approved Enhanced Deficit Elimination Plan with the State of Michigan. The School District of the City of Hazel Park currently has:
   
   One (1) Preschool Center
   Three (3) Elementary Schools
   One (1) Junior High School
   One (1) High School
   Two (2) Oakland Schools Special Ed Center Program Buildings
   Two (2) Alternative Programs

3. REQUEST FOR PROPOSAL SCHEDULE
   
<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>February 15, 2019</td>
<td>Release Request for Proposal</td>
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<tr>
<td>February 22, 2019</td>
<td>Deadline to submit clarifying questions</td>
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<tr>
<td>February 26, 2019</td>
<td>Question responses posted to SIGMA</td>
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<tr>
<td>March 11, 2019 11:00 am</td>
<td>Proposals due date</td>
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<tr>
<td>TBD</td>
<td>Tentative interviews/presentations</td>
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<td>April 15, 2019</td>
<td>Board approval</td>
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<td>Spring 2019</td>
<td>Contract start date</td>
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<tr>
<td>November 1, 2019</td>
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SECTION II: INSTRUCTIONS TO BIDDERS

1. PROPOSALS
The Board of Education of The School District of the City of Hazel Park, 1620 E. Elza Avenue, Hazel Park, MI 48030 is accepting proposals for Professional Auditing Services in accordance with the attached specifications. All proposals shall be received no later than March 11, 2019, 11:00 am local time as established by the U.S. Atomic Digital clock (http://nist.time.gov). It is the sole responsibility of the Bidder to ensure their proposal reaches The School District of the City of Hazel Park on or before the closing date and hour as indicated. Proposals submitted late or via oral, electronic mail or by facsimile will NOT be accepted.

Proposals postdated will constitute as late. All late Proposals will be rejected and destroyed after ten (10) days, unless otherwise notified to return to the Bidder, at the Bidder’s expense.

Each Bidder shall hand deliver or express mail one (1) original Proposal and (3) three additional proposal copies in a sealed envelope. Each bidder shall also submit their proposal on USB flash drive electronic media.

Proposals shall be clearly labeled with RFP # (19.0002) for Auditor Services and list Bidder’s name and address. Proposals shall be submitted to the address listed below:

The School District of the City of Hazel Park
Jason Zirnis – (Auditor Services - RFP #19.0002)
1620 E. Elza Avenue
Hazel Park, MI 48030

All Proposals received on or before the Due Date and time will have the Bidder’s name read aloud and recorded. The Fee Proposal will not be read aloud. No immediate decisions are rendered.

2. BUILDING CLOSURE
In the event the District, and/or district building, is closed due to unforeseen circumstances on the day proposals are due, proposals will be due at the same time on the next day that The School District of the City of Hazel Park building is open.

3. ADDENDA
Any and all clarification questions pertaining to this RFP shall be submitted in writing through email to Jason Zirnis. Assistant Superintendent of Business and Operations Jason.zirnis@hazelparkschools.org or Matt Miller Director of Business at matthew.miller@hazelparkschools.org by date provide within RFP. Questions will be answered and posted as an addendum on SIGMA at https://sigma.michigan.gov/. It is the Bidder’s responsibility to check for any changes, posted questions and answers, and/or addenda to this solicitation prior to submitting their proposal. The School District of the City of Hazel Park will not be bound by oral responses to inquires or written responses other than written addenda. Bidders are required to acknowledge all addenda in their Proposal, which they have received. The failure to receive or acknowledge receipt of any addenda may result in rejection of your proposal as being non-responsive.

4. COMMUNICATION WITH THE SCHOOL DISTRICT OF THE CITY OF HAZEL PARK STAFF
Any and all communication with regards to this RFP shall go through the Director of Business or the Assistant Superintendent of Business and Operations. Failure to comply with this may be grounds for disqualification.

5. EXCEPTIONS
Proposals shall meet or exceed all specifications herein. Any and all deviations from specifications, terms and conditions shall be clearly detailed on Section IX, Exception to Specification Form; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful Bidder will be held responsible thereof.

6. WITHDRAWAL OF PROPOSALS
Any Bidder may withdraw their proposal at any time prior to the opening of proposals. All proposals shall remain firm for acceptance and pricing shall be honored for a period of 90 (ninety) days beyond the proposal opening.
7. **PROPOSAL FORMS**  
The Bidder shall utilize proposal forms as supplied in the RPF document. Pricing shall only be provided in the specific format requested. The pricing and/or Fees shall not be placed within your written Proposal, but within a separate sealed envelope marked pricing or fee proposal.

8. **PROPOSAL COSTS**  
The School District of the City of Hazel Park assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of the contract and/or purchase order.

9. **PROPOSAL ACCEPTANCE/REJECTION**  
The Board of Education reserves the right to accept or reject any or all Proposals or alternative proposals, in whole or in part, with or without cause; to waive any informalities herein; or for reasons of establishing uniformity, to award the contract to other than the lowest Bidder in the sole discretion of The School District of the City of Hazel Park.

10. **GIFTS, GRATUITIES OR KICKBACKS**  
Acceptance and the offering of gifts, gratuities or kickbacks from Bidders to The School District of the City of Hazel Park employees and their family members or the members of the Board of Education are strictly prohibited.

11. **SOLE BIDDER | COST ANALYSIS**  
If only one proposal is received in response to the RFP, a detailed cost proposal, if requested by The School District of the City of Hazel Park, will be required of the single Bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable, including, but not limited to, the evaluation of specific costs and profits.

12. **BIDDER INTERVIEWS**  
The School District of the City of Hazel Park may at their sole discretion request additional information or elect to conduct interviews with selected Bidders under active consideration. The School District of the City of Hazel Park is not obligated to provide all Bidders with such an opportunity.

13. **MISREPRESENTATIONS**  
If it is discovered, prior to an award, that a proposal contains false, misleading, or otherwise inaccurate information, the proposal will immediately be disqualified. If it is discovered, after a contract has been executed, that the contractor has provided false, misleading, or otherwise inaccurate information, the contract may be terminated.

14. **OPEN PROCUREMENT**  
The School District of the City of Hazel Park reserves the right to accept any item or group of items proposed in any response. The School District of the City of Hazel Park reserves the right to purchase more or less of each item or service at the unit price offered in the Bidder’s response and will discuss such decisions with all parties involved. The School District of the City of Hazel Park reserves the right to negotiate with Bidders, which may be in the best interest of The School District of the City of Hazel Park.

In the event that the Bidder markets materials, products, and/or services that is newer, less expensive, or better suited to the needs of The School District of the City of Hazel Park after the date of the contract pursuant to this proposal document, The School District of the City of Hazel Park shall have the right to cancel any portion of the service under that contract and be granted a credit towards the purchase price of any such newer materials, products, and/or services, as herein specified. The Bidder shall provide The School District of the City of Hazel Park with timely notice of the availability of such newer materials, products, and/or services.

15. **NOTIFICATION OF AWARD**  
Once approved by the Board of Education, The School District of the City of Hazel Park will publish the award on [http://mitn.info](http://mitn.info).

16. **BIDDER DEBRIEFING**  
The Bidder can request a debriefing conference within five (5) business days after the award board date. The debriefing shall be held within five (5) business days of the request and will be scheduled for a maximum of one hour. Discussion at the debriefing conference will be limited to the following:
A. Evaluation and scoring of the Bidder’s proposal.
B. Critique of the Bidder’s proposal.
C. Review of the Bidder’s final score in comparison with other Bidder’s final scores without identifying the Bidders.

17. SERVICE OF PROTEST AND DISPUTES
   Protests may be served by an actual or prospective Bidder or contractor who may be aggrieved in connection with this solicitation or award of any contract resulting from this solicitation to the Assistant Superintendent of Business & Operations. Any protest shall be submitted in writing to the Assistant Superintendent of Business & Operations within seven (7) business days after award notice.
SECTION III: GENERAL CONTRACTUAL TERMS & CONDITIONS

1. CONTRACTOR STATUS
   Contractor is retained by The School District of the City of Hazel Park only for the purposes and to the extent set forth in this Contract. Contractor’s relation to The School District of the City of Hazel Park shall only be that of an independent contractor. Both parties understand and agree that this Contract is not intended and shall not be construed to create an employment relationship between District and contractor, its officers, employees, or agents.

   Contractor shall at no time represent itself to be an employee or agent of The School District of the City of Hazel Park and shall not be considered as having employee status or being entitled to participate in any plans, arrangements or distributions of The School District of the City of Hazel Park pertaining to or in connection with any fringe, pension, workers’ compensation, unemployment or similar benefits for The School District of the City of Hazel Park’s employees.

   Contractor shall retain sole and absolute discretion in the methods and means of carrying out Contractor’s Activities and responsibilities under this Contract, except to the extent specified in this Contract.

2. TAXES
   The School District of the City of Hazel Park is exempt from paying sales tax. Exemption certificates will be provided upon request.

3. TERMINATION RIGHTS
   The School District of the City of Hazel Park may terminate this Contract with or without cause upon thirty (30) days prior written notice to the Contractor. For purposes of this Contract, the term “Cause” shall mean: the failure by the Contractor to comply with any of the material terms of this Contract after being given written notice of such failure by The School District of the City of Hazel Park and the failure to cure such condition, and provide a written response to The School District of the City of Hazel Park detailing how it was cured and what steps are being taken to prevent the failure from occurring again, within fourteen (14) days after receipt of such notice. Contractor will be paid only that amount which has been incurred for work completed up to the date of termination. Contractor will not be eligible for any anticipatory profits or fees for future work beyond the termination date of this Contract.

4. THE SCHOOL DISTRICT OF THE CITY OF HAZEL PARK CONTRACTOR PAYMENT POLICY & PROCEDURES
   All payments are conditioned upon properly documented proof of performance on an original Contractor invoice submitted by Contractor to The School District of the City of Hazel Park detailing all amounts invoiced for services. Payment will be made no later than thirty (30) days after receipt of said invoice. Invoices shall be submitted to The School District of the City of Hazel Park, Accounts Payable, 1620 E. Elza Avenue, Hazel Park, MI 48030. Contractor shall maintain all records and documentation regarding payment for at least three (3) years following the date of final payment from The School District of the City of Hazel Park under the Contract.

   All amounts paid to Contractor under this contract will be reported to the Internal Revenue Service as required by law and The School District of the City of Hazel Park will timely issue a Form 1099 to the Contractor. Except as otherwise specifically provided herein; each of the parties hereto shall pay its respective counsel fees, accounting fees, and other costs and expenses incurred in connection with the performance of this contract.

5. EXPENSES
   Under no circumstances will contractor be paid, or reimbursed, for any expenses for entertainment, alcohol or other similar personal expenses, or any other expenses which are illegal.

6. CONFIDENTIALITY
   The information contained in the Request for Proposal is intended solely for internal use by the Bidder in its Proposal preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law. Further, any information obtained by Contractor, or any reports prepared or supplied (including information contained therein) to The School District of the City of Hazel Park under the performance of the Services shall not be directly or indirectly disclosed by Contractor without the express written permission of The School District of the City of Hazel Park.
Bidder(s) will at no time make any news or advertising releases pertaining to the proposal document for any purpose without the prior written approval of, and in coordination with, The School District of the City of Hazel Park.

7. FREEDOM OF INFORMATION ACT
The proposals and supporting materials become the property of The School District of the City of Hazel Park and are subject to public access according to the Michigan Freedom of Information Act, MCL 15.231 et. Seq.

8. EXECUTION OF CONTRACT
The contract entered into by the parties shall consist of all parts of this Request for Proposal including specifications, drawings, addenda, Bidder’s submitted proposal, purchase order, which all shall be referred to collectively as the Contract Documents. The Bidder shall submit all product and/or service warranties, and any maintenance or license agreements for all proposed equipment and services.

9. IMMUNITIES
This Agreement shall not be construed to create any right or benefit for any person who is not a party to this Agreement. The relationship between the District and the Bidder is that of independent contracting parties. It is not intended in any way to create a legal agency, partnership, joint venture or employment relationship. The Bidder shall at all times maintain its independent status and both parties acknowledge that neither is an agent, partner, joint venture or employee of the other for any purpose.

Contractor shall be responsible for paying all applicable taxes and fees including but not limited to excise tax, federal and state and local income taxes, payroll and withholding taxes, unemployment taxes, and workers’ compensation payments for its employees and shall indemnify and hold the District harmless for all claims arising under such taxes and fees.

10. TOBACCO/ALCOHOL ON SCHOOL PREMISES
Smoking, the use of tobacco products, or alcohol shall not be permitted on the school property at any time.

11. NONDISCRIMINATION
The Bidder hereby agrees to comply with all applicable federal, state and municipal equal opportunity and nondiscrimination guidelines, regulations and executive orders, and covenants that neither the Bidder nor any of the Bidder’s subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of sex, race, color, national origin, religion, height, weight, marital status, sexual orientation (subject to limitations of applicable law), age, or disability in its programs, services, activities or employment. Failure on the part of the Bidder to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for The School District of the City of Hazel Park to revoke and otherwise terminate the contract and all obligations of the School District there under.

12. GUARANTEES BY THE BIDDER
The Bidder guarantees: That all delivered material, equipment and/or service shall be as proposed. No substitutions will be accepted unless prior to delivery material/equipment has been inspected, found to be equal to the item(s) specified, and approved in writing by an The School District of the City of Hazel Park representative; that all materials, products and service offered is standard, new, latest, model of regular stock product or as required by the specifications type of equipment or furniture offered; also that no products/materials have been submitted or applied contrary to manufacturer’s recommendations and standard practice.

13. INSURANCE REQUIREMENTS TO BE MET BY THE SUCCESSFUL BIDDER(S)
Bidder agrees, at its sole cost and expense, to purchase, prior to the commencement of services, and maintain the following insurance coverages in the minimum amounts indicated for the entire duration of the contract. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to The School District of the City of Hazel Park.

A. Commercial General Liability Insurance with limits of three million dollars ($3,000,000) aggregate and not less than one million dollars ($1,000,000) per occurrence for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage;
B. Professional Liability Insurance (Errors & Omissions) of one million dollars ($1,000,000) each occurrence;
C. **Workers' Compensation** including Employer’s Liability Coverage of one hundred thousand dollars ($100,000) per occurrence for all employees engaged in services or operations under this Contract in accordance with state law;

D. **Automobile Liability** with limits of one million dollars ($1,000,000) each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned automobile coverages, as applicable.

To the extent that any insurance coverage required under this Paragraph is purchased on a “claims-made” basis, such insurance shall cover all prior acts of Bidder during the term of this Contract, and such insurance shall be continuously maintained until at least three (3) years beyond the expiration or termination of this Contract.

The required coverage as described above shall include an endorsement stating the following: “It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to: Business Office, The School District of the City of Hazel Park, 1620 E. Elza, Hazel Park, MI 48030. If such insurance is not in force, The School District of the City of Hazel Park may, at its option, terminate and cancel the contract.

14. **COMPLIANCE**

Bidder agrees to comply with all Federal, State, and local laws, rules, regulations, executive orders and ordinances that may be applicable to the Bidder performance of its obligations under this contract.

15. **THE SCHOOL DISTRICT OF THE CITY OF HAZEL PARK RIGHT TO COMPLETE**

In the event the Contractor shall fails, neglects, or refuses to perform any and all services under this Contract, The School District of the City of Hazel Park may perform or hire another contractor for such duties under the Contract and charge the Contractor, or deduct the difference in cost from subsequent payments.

16. **ASSIGNMENT AND SUBCONTRACTING**

Bidder does not have the right to assign or subcontract all or any portion of this contract without the written approval of the Assistant Superintendent of Business & Operations.

17. **GENERAL INDEMNIFICATION AND HOLD HARMLESS**

Contractor agrees to indemnify, defend and hold harmless The School District of the City of Hazel Park, its Board of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney’s fees, arising out of the:

A. negligent act or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents;

B. any breach of the terms of this Contract by Contractor; or

C. any breach of any representation or warranty by Contractor, its officers, directors, employees, agents, successors or assigns under this Contract.

18. **INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor warrants that its performance of the Services under this Contract does not infringe on or violate any copyright patent, trade secret or other property interest of a third party. The Contractor shall obtain written permission to use any materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format, attributed to another (whether copyrighted or not) and proof of such written permission shall be submitted to The School District of the City of Hazel Park with the work product of another proposed to be used by the Contractor. Contractor agrees to indemnify, defend and hold harmless The School District of the City of Hazel Park, its Board of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all liabilities, damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against The School District of the City of Hazel Park arising from any claims of violation of any copyright, patent or trade secret by any third party resulting from Contractor’s or The School District of the City of Hazel Park use of any equipment, software, technology, documentation and/or any other materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format provided by Contractor under this Contract; provided that Contractor is notified in writing within thirty (30) days from the date the District knew of such claim. The School District of the City of Hazel Park retains the right to offset against any amounts owed Contractor hereunder or any such monies expended by The School District of the City of Hazel Park in defending itself against such claims.
19. GOVERNING LAW
This Contract has been executed in the state of Michigan and shall be governed by and construed under the laws of the state of Michigan. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of the competent jurisdiction in Oakland County, Michigan.

20. CONFLICT OF INTEREST
The Bidder agrees that any/all of Bidder’s owners, officers, directors and administrators, as well as any of Bidder’s employees who are involved in this procurement and/or contracting process, shall disclose if they have a business or other relationship with any board member, administrator or employee of The School District of the City of Hazel Park, or any family member of any board member, administrator or employee of The School District of the City of Hazel Park, including, but not limited to an employment, service, or other ownership or business relationship. As used in this section, “family member” means a person’s spouse or spouse’s sibling or child; a person’s sibling or sibling’s spouse or child; a person’s child or child’s spouse; or a person’s parent or parent’s spouse, and includes these relationships as created by adoption or marriage. The Bidder shall execute the Notarized Familial & Relationship Disclosure Affidavit, attached hereto as Section VIII and submit the same with its proposal. Furthermore, Bidder represents and warrants to The School District of the City of Hazel Park that if any owners, officers, directors, administrators of Bidder, or any employees of Bidder who are involved in this procurement and/or contracting process, establish any such business or other relationship with any board member, administrator or employee of The School District of the City of Hazel Park, or any family member of any board member, administrator or employee of The School District of the City of Hazel Park after being awarded the contract and during the term of the contract, Bidder shall immediately disclose the type and nature of such relationship to The School District of the City of Hazel Park in writing. If, after such disclosure, The School District of the City of Hazel Park cannot comply with applicable conflict of interest laws due to such relationship, The School District of the City of Hazel Park shall have the right to revoke its award of any contract to Contractor, if the contract has not been executed, or immediately terminate the contract and be entitled to any remedies provided in law or equity.

No member of The School District of the City of Hazel Park Board of Education, City, State or any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates. If the District, in its sole and absolute discretion, deems a conflict of interest exists under applicable laws, such may be grounds for disqualification.

21. MICHIGAN SCHOOL SAFETY LEGISLATION
The Contractor understands this Agreement is subject to 2006 PA 680 and as such the Contractor, its employees and subcontractors of any degree, may be requested to present themselves for fingerprinting upon execution of this Agreement so that the School District of the City of Hazel Park is able to request from the Criminal Records Division of the Department of State Police (1) a criminal history check and (2) a criminal records check through the Federal Bureau of Investigation and receive from the Department of State Police reports concerning the same. The Contractor shall pay the cost of each criminal check performed related to this Agreement. Neither the Contractor nor subcontractor thereof of any degree shall assign any individual, and The School District of the City of Hazel Park shall not allow any individual, to regularly and continuously work under contract in any of its schools or in the schools of a constituent district that is being served by the Contractor pursuant to this Agreement if the reports on an individual's criminal history or criminal records check have not been received or if those checks would disclose or do disclose that individual has been convicted of a "listed offense" as that term is defined in Section 2 of the Sex Offenders Registration Act, 1994 PA 295, as amended, or which disclose that individual has been convicted of a felony other than a "listed offense" unless the Superintendent and the Board of the School District of the City of Hazel Park each specifically approve of the work assignment in writing.

Any personnel of the Contractor or of the subcontractors thereof of any degree that have been charged with any of the referenced crimes referenced in 2006 PA 680 shall immediately report that circumstance to The School District of the City of Hazel Park superintendent and shall not be permitted to work in any of the District schools or schools of the constituent districts served pursuant to this Contract during the pendency of the prosecution associated with such charge(s). The School District of the City of Hazel Park reserves the right to refuse Contractor's assignment of any individual, agent or employee of the Contractor or subcontracted personnel of any degree to render services under this Contract where the criminal history of that individual (including any pending charges) indicate, in The School District of the City of Hazel Park’s judgment, unfitness to perform services under this Contract. Violation of the above by the Contractor or a subcontractor thereof shall be a basis for immediate termination of this Contract. The Contractor shall
require language similar to the above in all of its agreements and/or contracts with its consultants, subcontractors, suppliers and materialmen of any degree.

In addition to this contract clause, the Contractor shall be obligated to undertake every necessary effort to assist The School District of the City of Hazel Park in complying with statutorily required criminal checks and reporting requirements concerning any employees in its employ and subcontractors of any degree. To the extent applicable law related to criminal checks and reporting requirements is amended, Contractor agrees that it shall fully abide by, comply with and assist The School District of the City of Hazel Park with its compliance with such amendments. To that end the parties shall meet and negotiate any changes necessary to bring this contractual provision into compliance with such anticipated future amendments.

22. IRAN ECONOMIC SANCTIONS ACT
Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013; an "Iran Linked Business" is not eligible to submit a bid on a request for proposal with a "public entity" (The School District of the City of Hazel Park). The Act also requires that a person that submits a proposal in response to a The School District of the City of Hazel Park request for proposal shall certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by The School District of the City of Hazel Park, and not just to construction projects.

The Act defines an Iran Linked Business as:
A. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran;
B. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

If The School District of the City of Hazel Park determines, using credible information available to the public, that a person or entity has submitted a false certification, The School District of the City of Hazel Park shall provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice shall include information on how to contest the determination. The notice shall also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

23. NOTICES
All notices under this Contract shall be deemed to be adequate and sufficient notice if given in writing and delivered via a) registered or certified mail; or b) a nationally recognized overnight air courier. All notices shall be sent to The School District of the City of Hazel Park, 1620 E. Elza, Hazel Park, MI 48030.

24. SEVERABILITY
If any provision of the contract is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way.

25. ENTIRE AGREEMENT
This Contract represents the entire understanding between the District and the Bidder and it supersedes all prior representations or agreements whether written or oral. Neither part has relied on any prior representations in entering into this Contract.

26. NON-WAIVER
No waiver by a party of any default or nonperformance will be deemed a waiver of any subsequent default or nonperformance.

29. REPORTING DOCUMENTATION
The Bidder shall provide all reasonably necessary reporting and documentation to permit The School District of the City of Hazel Park to comply with applicable laws.
SECTION IV: SPECIAL CONTRACTUAL TERMS & CONDITIONS

1. CONTRACT TERM
This is a three (3) year fixed contract with options to renew for an optional additional three (3) years in one (1) year increments, for a maximum of six (6) years total.

Audit schedule to be established with the Assistant Superintendent of Business & Operations no later than May 15 of each year.

A. Preliminary audit fieldwork to commence on or before July 15 of each year. Final fieldwork to commence by August 1st each year, or any time thereafter.
B. Majority of audit fieldwork to be completed by approximately September 15 each year. Auditor must deliver documents to meet audit deadlines of the Michigan Department of Education.
C. Final acceptable date for receipt of the printed material (Audit Booklets and copies of the corresponding closing and adjusting entries) by October 31 of each year.

2. AVAILABILITY OF FUNDS
Bidder acknowledges that the award for services and/or products under this solicitation is contingent upon the availability of funds. The School District of the City of Hazel Park may, in its sole discretion, unilaterally rescind, terminate or modify a resulting contract at any time due to the non-availability of the funds. The School District of the City of Hazel Park shall provide Contractor with notice of a change in anticipated funding within a reasonable time after The School District of the City of Hazel Park receives such notice, if The School District of the City of Hazel Park intends to take unilateral action.

3. EVALUATION CRITERIA
The School District of the City of Hazel Park may award a proposal to the most responsive vendor who best meets the following criteria:
A. Number of governmental entities audited by the office of CPA firm proposing (15 points)
B. Available resources to support public schools (15 points)
C. Involvement in school related organizations (example: MSBO) (5 points)
D. Training of personnel in government and federal grant auditing (15 points)
E. Qualifications of staff included in assignment (20 points)
F. Internal quality control procedures and external quality control reviews (5 points)
G. Cost (25 points)

Bidders may be short listed and invited to participate in an interview. (Refer to: Section II: Instructions to Bidders, Bidder Interviews and Demonstrations)

SECTION V: SPECIFICATIONS

OVERVIEW
A. Number (FTE) of employees are approximately 500.

B. General Audit Information:
   i. The District has 2 taxing units which submit tax revenues.
   ii. The District has approximately 18 open Federal Projects annually for which it is fiscal agent.
      Total expenditures of federal awards for the year ended June 30, 2018 were $3,839,512.
   iii. The District has the following funds: General Fund, Special Revenue Special Education Center Fund, Child Care Fund, Food Service Fund, Debt Funds (3), a sinking Fund, Capital Projects Funds (3), Student Activities Agency Fund, and Fiduciary Funds (3). A copy of the June 30, 2018 Audit Report and other financial data can be viewed on the District’s Budget Transparency Website at: http://www.munetrix.com/Michigan/Schools/GDR/Oakland-Schools/District/Hazel-Park-School-District.

C. Accounting Basis:
The accounting and reporting required by Michigan School Districts are based on the following:
   i. Bulletin 1022 (revised)
ii Public Act 621 of 1978 (Uniform Budgeting)
iii GAAFR statements and restatements
iv Governmental Accounting Standards Board – Pronouncements and Interpretations
v United States General Accounting Office – Government Accounting Standards, as amended
   (yellow book)
vi Single Audit Act of 1996, as amended
vii Compliance Federal Grant Programs – OMB Circular A133 of 1996, Section V of Michigan
   School Accounting Manual
viii Revised State Accounting Manual
ix GASB Exposure Drafts
x AICPA Bulletins
xi Michigan School Audit Manual as issued by Michigan Department of Education
xii Any other required Federal, State, cognizant agency and/or professional standards applicable to
    this engagement.

REQUIREMENTS OF THE CONTRACTOR – GENERAL SERVICES

A. Audit Requirements
   Scope: Provide the report on Audited Financial Statements and the Schedule of Expenditure of Federal
   Awards (SEFA), and prepare the Data Collection Form,

B. Reporting: The auditor will report to the attention of the School District of the City of Hazel Park Board of
   Education as follows:
   i Report on Compliance and on Internal Control over Financial Reporting based on an Audit of
      Financial Statements performed in Accordance with Government Auditing Standards.
   ii Report on Compliance with Requirements Applicable to Each Major Program and Internal
      Control over Compliance in Accordance with OMB Circular A-133.
   iii Report to the Board of Education in accordance with SAS 114.
   iv Electronically file the Data Collection form with the federal clearinghouse.
   v Electronically file MDE required reporting package with MDE.

The auditor is expected to be familiar with the policies and procedures of the school district.

C. Taxes Collections:
The auditor is expected to evaluate and test the reliance of the district's tax collection and reconciliation
procedures, including all “off the roll specific taxes” such as Industrial Facilities Taxes and verify the
accuracy of same.

D. Other Requirements:
   i The final report(s) to the Hazel Park Board of Education will be presented by a manager and
      partner of the firm who worked on the annual audit.
   ii The auditor will provide assistance in correcting errors and procedural shortcomings as identified
      in the audit.

REQUIREMENTS OF THE CONTRACTOR – MISCELLANEOUS

A. Audit Staff:
The auditor responsible for the overall management of the audit must be fully informed on generally accepted
accounting principles and auditing procedures including those in the developmental stages.

Assurance must be given that, during the life of the contract, there is some continuity in the assignment of the
audit staff. It is to the mutual interest of the district and the auditor that not all new audit staff be assigned every
year. Assurance must also be given that all assistants will be properly trained and supervised and that the work
will be adequately planned.

B. Audit Plan:
The auditor will be required to use an audit plan, and to the extent permissible, must be willing to review this plan
with the School District of the City of Hazel Park upon request. The plan should cover the study and evaluation
of the internal controls and the test of records to the extent necessary by the degree of such reliance.

It is assumed that many of the tests will be conducted by a sampling of the records maintained in the files.

It is understood that the auditor is responsible for the auditing procedures that in his or her professional judgment
are considered necessary in the circumstances. Such judgments must consider the materiality of the audit area, the
relation to specific standards, and the relation to expressing an opinion on the statements as a whole. District officers should be consulted when such judgments result in a disproportionate amount of effort being expended on a particular subject.

C. Communication:
The auditor will maintain regular contact and meetings with The District’s administrators and other personnel including, but not limited to:

1. Engagement or planning meeting
2. Progress reports
3. Closing review meeting
4. Communicate changes that would affect the reporting requirements of the school district

D. Number of copies of auditor’s reports:
The auditor shall provide the itemized cost (Refer to: Section VII: Pricing Proposal) to provide The District with fifteen (15) copies of the Audited Financial Statements and the Schedule of Expenditure of Federal Awards (SEFA Single Audit).

E. Time requirements:
The proposal should detail information on how the auditor plans to meet the timeline and reporting deadline requirements of the engagement. (Refer to: Section IV: Item 1 – Contract Term)

CONTRACTOR QUALIFICATIONS
A. The firm must maintain a sufficient number of professional staff in order to provide adequate technical expertise and depth.
B. The firm, and the partner assigned, must have considerable experience in auditing public K-12 school districts in the State of Michigan.
C. The firm’s professional staff must be trained specifically in auditing and accounting for school districts.
D. The firm must be actively involved in school financial organizations on a county and state level.
E. The firm must have an excellent statewide reputation for service in school district auditing.
SECTION VI: BIDDER QUESTIONS

Bidders shall provide a written response to the following questions and submit as part of the proposal. The Bidders question responses shall follow the same order as listed below.

1. Location of office that would perform the School District of the City of Hazel Park’s audit: _______

2. Number of Michigan public school district audits your firm has conducted in each of the last two years:
   (please attach a list of the public school districts.)
   
   Last Year: ___________  Prior Year: ___________

   Number of Michigan public school district audits your firm has conducted in the tri-county (Detroit metro) area:
   (please attach a list of the public school districts.)
   
   Last Year: ___________  Prior Year: ___________

3. Provide a list of your firm’s involvement in school district related organizations:

4. List specific school district audit training supplied to your staff in the last two years:

5. Number of total audit staff (do not include tax, consulting services or clerical):
   
   Number of Audit Staff: _______  Number of Audit Staff with CPA certification: _______

6. Number of staff as defined in question #5 who were directly involved in a significant portion of the audit of a school district in the last two years:
   
   Number of Staff: ___________

7. Of the staff that have been assigned to school audits, what is the average number of years of experience in school audits with your firm:
   
   School Audit  With Your Firm
   
   Staff member with highest number of years: ___________  ___________
   
   Next staff member with highest # of years: ___________  ___________
   
   Average # of years school audit staff: ___________  ___________

8. Provide a list of public school resources available to your firm:

9. List your minimum requirements for audit staff that are assigned to work as field auditors:

10. Provide your job description for field auditors:

11. Provide a synopsis of other management consulting services available with the number of staff specifically assigned to each. List examples of studies you have done for various school districts:

12. Describe any consulting you will provide to the school district on an annual on-going basis at no additional cost:

13. Indicate other services you provide your clients:

14. List any special projects, internal control reviews, investigative analysis or other school specific projects you have been involved with beyond annual auditing work:

15. Provide a list of 5–10 references from your firm’s past Michigan public school audits. (Include Michigan public school district name, contact name, contact phone number, and contact email):

16. Provide a profile of the professional responsible for the overall management of the audit (Attach profile as an
17. Identify the audit managers and field supervisors and other staff who will work on the audit, including staff from other than the local office:

18. Provide resumes including relevant experience and continuing education for auditor-in-charge up to the individual with the final responsibility for the engagement (Attach resumes as an appendix):

19. Discuss the implications of the Clarity Audit Standards on the audit process and how those implications will impact the audit process and the District’s preparations:

20. Address any additional work needed as a result of implementation of GASB 68:

21. Provide a statement of the extent to which the auditor’s proposal is based on utilizing the District’s facilities and staff to prepare schedules and retrieve records.

22. Provide detail information on how the auditor plans to meet the timeline and reporting deadline requirements of the engagement (Refer to: Section IV: Item 1 – Contract Term):

23. Provide a copy of the most recent Peer Review Report and any data that may be helpful in the selection process:

In addition to completing the above questions, the following shall be submitted with your proposal:

Pricing – Pricing to be submitted via the attached proposal form. One (1) printed copy of the proposed pricing (Refer to: Section VII: Pricing Proposal) shall be submitted in a separate, sealed envelope within the original proposal package.
A. Section VIII: Certification
B. Section IX: Bid Disclosure Statement-Familial Relationship
C. Section X: Exception to Specification Form
D. Section XI: Contractor Information Form
E. Completed W-9 Form
SECTION VII: FEE PROPOSAL

Based upon the specifications outlined in the Request for Proposal, we propose to perform all services necessary to conduct the annual audit and the preparation of the Annual Financial Report for the School District of the City of Hazel Park for fiscal years ending 06/30/19, 06/30/20, and 06/30/21 as follows:

- Fiscal year ending June 30, 2022: $________
- Fiscal year ending June 30, 2023: $________
- Fiscal year ending June 30, 2024: $________

FIRM NAME ____________________________________________________________
ADDRESS ____________________________________________________________________
CITY/ STATE/ZIP_________________________________________________________________
TELEPHONE ____________________________________________________________________
NAME _________________________________________________________________________
TITLE ________________________________________________________________________
SIGNATURE ___________________________________________________________________
DATE _________________________________________________________________________

The undersigned declares that he/she has carefully examined all requirements of this RFP, understands those requirements, and is duly authorized to submit this bid.

BIDDER SIGNATURE _______________________________________________ DATE ___________
SECTION VIII: NOTARIZED FAMILIAL and RELATIONSHIP DISCLOSURE AFFIDAVIT

(Return completed and notarized form with proposal)

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the Bidder and any member of The School District of the City of Hazel Park Board or The School District of the City of Hazel Park Superintendent shall be accompanied with the proposal. Proposals without this disclosure statement will not be accepted. The members of The School District of the City of Hazel Park Board are: Rachel Noth, Beverly Hinton, Sue Hemple, Rose Mary Hammonds, Laura Adkins, Charles Hemple, and Kristy Schlak, and The School District of the City of Hazel Park’ Superintendent is Dr. Amy Kruppe.

Further, the undersigned, the owner or authorized officer of , (the “Contractor”), pursuant to the Familial and Relationship Disclosure requirement provided in The School District of the City of Hazel Park (the “School District”) Request for Proposals for Professional Auditor Services, hereby represents and warrants that, except as provided below, no business or other relationship exists between any owner, officer, director or administrator of Contractor, or any employee of Contractor who is involved in this procurement and contracting process, and any board member, administrator or employee of The School District of the City of Hazel Park, or any family member of any board member, administrator or employee of The School District of the City of Hazel Park, including, but not limited to an employment, service, or other ownership or business relationship. As used herein, “family member” means a person’s spouse or spouse’s sibling or child; a person’s sibling or sibling’s spouse or child; a person’s child or child’s spouse; or a person’s parent or parent’s spouse, and includes these relationships as created by adoption or marriage. Contractor further warrants and agrees that if any such relationship is established after submission of the Proposal or after entering into the contract with The School District of the City of Hazel Park, Contractor shall immediately disclose the type and nature of such relationship to The School District of the City of Hazel Park in writing.

The following are the familial relationship(s):

<table>
<thead>
<tr>
<th>Owner/Employee Name</th>
<th>Related to:</th>
<th>Relationship</th>
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<tbody>
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<td>1.</td>
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<td>2.</td>
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<tr>
<td>3.</td>
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</table>

Attach additional pages if necessary to disclose all familial relationships.

☐ There is no familial relationship that exists between the owner or any employee of the Bidder and any member of The School District of the City of Hazel Park Board, or The School District of the City of Hazel Park Superintendent.

☐ There is no familial relationship that exists between the owner, officer, director or administrator of Bidder, or any employee of Bidder who is involved in this procurement and contracting process, and any board member, administrator or employee of The School District of the City of Hazel Park, or any family member of any board member, administrator or employee of The School District of the City of Hazel Park.

The undersigned, the owner or authorized representative of Bidder (insert name)__________________________ does hereby Represent and warrant that the disclosure statements herein contained are true.

Print Name ___________________________ Signature of Bidder Representative ___________________________ Title ___________________________

STATE OF MICHIGAN

) ss

) COUNTY OF

) ____________________________________

This instrument was acknowledged before me on the _____ day of _______________, 20__, by ____________________.

______________________________ Notary Public

_______________ County, Michigan
My commission expires: ___/___/___  Acting in the County of: ________
SECTION IX: EXCEPTION TO SPECIFICATION FORM

Bidder shall enter all exceptions to the specifications in this section to be considered by The School District of the City of Hazel Park. The School District of the City of Hazel Park has sole determination of accepting exceptions entered below.
SECTION X: BIDDER INFORMATION FORM

The Bidder is required to respond to the questions where specified. If necessary, additional documentation can be attached to this form. Responses should be concise and stand on their own.

1. Company Name: ________________________________

   Address: ________________________________ City: __________________ State/Zip: ______________

   Phone: _______________ Website: ____________________________

   Contact Name: ________________________________ Contact Title: ____________________________

   Contact Phone: _______________ Email for award notice: ____________________________

   Firm Established ____________ Years in Business as said Company: __________________________

   Taxpayer I.D. # ____________ DUNS Number(s) and respective addresses: (List all that will work with Hazel Park School District)

   ________________________________________________________________

1. If applicable provide former company names: ____________________________________________

2. Business Structure:  Corporation ( ) Partnership ( ) Sole Proprietor ( )

3. Largest single contract this company has held $ __________________ With whom? __________________

4. Annual gross sales for last four (4) years:

   2018 ____________ 2017 ____________ 2016 ____________ 2015 ____________

5. Geographical area of operations for your Company: ______________________________

6. How many employees does your company employ? Full-time employees: ______ Part-time employees: ______

7. Provide business name, contact and telephone numbers of three (3) customers that have purchased products and/or services from your company in the past year, preferably school districts or intermediate school districts.

   Business __________________________ Contact: __________________________ Telephone ____________

   Business __________________________ Contact: __________________________ Telephone ____________

   Business __________________________ Contact: __________________________ Telephone ____________

8. Acknowledgement of addenda #1 ______ #2 ______ #3 ______

   Date/Initials Date/Initials Date/Initials

9. The undersigned certifies that the proposal submitted meets or exceeds, all the specifications, that all conditions noted here are acknowledged, and the firm prices and terms are specified by the Bidder are true and accurate.

   Company Authorization

   The undersigned certifies that the proposal submitted meets or exceeds, all the specifications, that all conditions noted here are acknowledged, and the firm prices and terms are specified by the Bidder are true and accurate.

   ________________________________  ________________________________  ____________

   Legal Name of the Firm  Signature of Authorized Representative  Date

   ________________________________

   Print Name & Title
**SECTION XI: IRAN ECONOMIC SANCTION FORM**

<table>
<thead>
<tr>
<th>CERTIFICATION OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT</th>
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<tbody>
<tr>
<td>Michigan Public Act No. 517 of 2012</td>
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The undersigned, the owner or authorized officer of the below-named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in The School District of the City of Hazel Park’ (the “School District”) Request for Proposal, hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an “Iran linked business” at any time during the course of performing any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to provide a proposal on a Request for Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

Name of Company

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date
SECTION XII: CERTIFICATION

Professional Auditor Services
Bidder hereby certifies the following by checking yes or no by each item.

1. The Bidder has carefully read and examined all aspects of the RFP documents and all
   addenda and fully understands and certifies they will provide as described herein for the prices set
   forth in this proposal.

2. The Bidder has carefully checked the enclosed figures and understands that they shall
   be responsible for any error or omission in the proposal offer.

3. The Bidder shall attest in writing that they have sought answers to any questions they may
   have regarding the form or substance of this RFP, and that they waived any right to protest
   the selection process up to the point of selection of firms to be interviewed.

4. Bidder certifies that they will comply with all State of Michigan and Federal Laws, ordinances,
   regulations and licensing requirements bearing on the work or services provided.

5. Execution of this contract constitutes a representation by the Bidder that to the best
   of the Bidder’s knowledge no conflict of interest exists between The School District
   of the City of Hazel Park representatives and the Bidder or its employees and agents.

6. proposal is made without any previous understanding or agreement with any other person,
   firm or corporation submitting a proposal for the same purpose and in all respects is fair and
   without collusion or fraud. The Bidder certifies that it has not divulged, discussed or
   compared its proposal with other Bidder and has not colluded with any other Bidder or
   parties to a proposal whatsoever.

7. The Bidder certifies they are not currently debarred, suspended, proposed for debarment,
   or declared ineligible or voluntarily excluded from participation in this transaction by any
   State, or Federal Departments or agency.

8. The Bidder certifies they have read and understand the Equal Opportunity policy statement.

9. Bidder certifies that they are eligible to submit a Proposal based on the Iran Economic
   Sanctions Act (P.A. 517 or 2012).

The Bidder certifies the information they have provided is correct and agrees to provide the scope of work in this
Request for Proposal, including all terms and conditions, special provisions, specifications, addenda, questions and
corresponding answers, and the proposal as set forth in these Contract Documents. The parties intend for this to
become part of the final and complete agreement between The School District of the City of Hazel Park and the
Contractor.

Name (Print) ______________ Title ______________ Signature ______________ Date ______________

ACCEPTANCE OF PROPOSAL: (To be completed by the Assistant Superintendent of Business & Operations AFTER

This proposal for said services and/or solution is hereby selected and has been approved by the Board of Education
on date indicated below. As an awarded Contractor, your firm is bound to provide the services and/or
solution per Contract documents in its entirety. The parties intend this award to constitute the final and
complete agreement between The School District of the City of Hazel Park and the Contractor, and no other
agreements, oral or otherwise, regarding the subject matter of this agreement, shall bind any of the parties hereto
unless agreed in writing.

Name (Print) ______________ Title ______________ Signature ______________ Date ______________

Board of Education Approval: ______________ Purchase Order (PO) No: ____________________________