



4393 Collins Road  
Rochester, MI 48306  
(248) 651-9260  
Paintcreektrail.org

## PAINT CREEK TRAILWAYS COMMISSION

### **Request for Proposals Annual Auditing Services September 29, 2021**

The Paint Creek Trailways Commission (fiscal year of January 1 through December 31) is seeking a qualified, experienced firm to provide audit services for FY 2021. *We would also be interested in receiving optional pricing for subsequent fiscal year audits, up to and including 5 years.*

The Commission operates under an Inter-Governmental Agreement established under the Urban Cooperation Act of 1967 that includes four member municipalities. The municipalities include Rochester, Rochester Hills, Oakland Township, and Orion Township.

Funding for the Commission's \$101,000 budget comes from the following:

Member Communities (Rochester, Rochester Hills, Oakland Twp, Orion Twp):	85%
Utility license agreements & miscellaneous:	15%

Proposals submitted for consideration shall include:

#### **Provision of Services**

The firm selected is expected to audit the books and records in accordance with the latest State and Federal regulations and in compliance with all applicable Government Accounting Standards Board (GASB) requirements.

#### **Fees to be Charged**

Your proposal may specify a flat fee, an hourly rate and/or a combination of a flat fee and an hourly rate. Please specify which services will be provided for what fee. If your hourly rate is dependent upon the individual doing the work and/or the position that individual holds, please list the rate to be charged for each individual or position.

#### **Assistance Available to Proposer**

The Paint Creek Trailways Commission's preceding examination was performed by Ramie E. Phillips, Jr., P, CPA. The Trailways Commission will make available upon request its 2020 Financial Statements and management letters.

The Trailways Commission will make every effort to make available all personnel when necessary to assist in performance of the examination. The Trail Manager will provide the auditor with trial balances and supporting information for the start of the field work.

### **Personnel**

Identify the person(s) who will provide the auditing services. Please include a copy of each person's résumé.

### **Insurance**

The firm selected will be required to provide evidence of General Liability, Automobile Liability and Professional Liability coverage in an amount equal to or greater than that indicated on the attached Contractor Insurance Requirements sheet. Note that the Paint Creek Trailways Commission is to be listed as an Additional Named Insured and Certificate Holder.

### **Proposer Warranties**

The proposer will warrant that it will not delegate or subcontract its responsibilities under agreement without prior written permission of the Trailways Commission. Additionally, the proposer will warrant that all information provided by it in connection with this proposal is true and accurate to the best of its knowledge. In the event that final audit reports prepared by the successful bidder are not acceptable to the State Treasurer, the successful bidder shall, at its own expense, take the necessary steps to prepare and resubmit final audit reports which are acceptable to the State Treasurer

### **References**

Please provide a list of references that includes municipal clients your firm has served in the past five years. Include the name, title and contact information of the person responsible.

### **Proposal Requirements**

Applicants must submit their proposal by Wednesday, October 13, 2021 at 10:00 a.m., Local Time via email to [manager@paintcreektrail.org](mailto:manager@paintcreektrail.org), with "Paint Creek Trail Annual Auditing Services" as the subject. It is the responsibility of the contractor to ensure that the proposal arrives on time. Proposals received after the above date and time will not be considered. The submitted proposal shall follow the forms outlined on the following pages.

### **Proposal Selection Process**

The Commission members will review all proposals. At their option, they may choose to meet with all or any of the firms submitting a proposal. Following review, the Commission will make the final decision and authorize the signing of a contract. The Commission reserves the right to reject any and all proposals.

### **Contractual Arrangements**

Invoices for services will be paid within 45 days from receipt. The total amount invoiced is not to exceed the bid amount unless the Trailways Commission has approved other arrangements. The Trailways Commission reserves the right to terminate the contract for audit at any time. Services rendered up to that point will be paid and the remaining contract will be nullified.

**Questions**

Any questions regarding these proposal specifications should be addressed to:

Melissa Ford, Trail Manager  
Paint Creek Trailways Commission  
4393 Collins Road  
Rochester, MI 48306  
(248) 651-9260  
(248) 601-0106 (FAX)  
[manager@paintcreektrail.org](mailto:manager@paintcreektrail.org)

The following supplemental documents can be found at [www.paintcreektrail.org/wordpress/rfps](http://www.paintcreektrail.org/wordpress/rfps)

- Additional Information
- 2020 Financial Audit
- Current Trial Balance

**Applicant Data**

Please provide the following information, completing each item fully and explaining or expanding as necessary.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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Contact Person & Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Email: \_\_\_\_\_

Legal Status of Firm:

Corporation

Partnership

Individual

Year Firm was Formed: \_\_\_\_\_

**Conflict of Interest.**

Does any member of the Paint Creek Trailways Commission or an immediate family member of any of them have a direct or indirect interest in the awarding of a contract pursuant to this proposal?

Yes

No

If yes, please explain:

Please list at least five (5) municipalities your firm, or the people who will be working of the Commission's behalf for which they have done work. Please include the name of the community, the year/years of service and a contact person in that community.

**Applicant Data, Continued**

Please list the audit schedules you expect Commission personnel to prepare and have ready for the start of the audit. Indicate the fee you would charge if your personnel have to prepare any or all of these schedules.

Please list the names of the people in your firm who will be working on this project if you are awarded the contract, their responsibilities, and their time with your firm. Please include a resumé for each of these people in an appendix to your proposal.

Please indicate for following:

Number of days from notification of award when you would begin work \_\_\_\_\_

Number of weeks from start to completion of the audit \_\_\_\_\_

Fee and/or hourly rate to be charged for your services (attach  
Fee schedule if applicable) \$ \_\_\_\_\_

### CONTRACTOR INSURANCE REQUIREMENTS

The Contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Paint Creek Trailways Commission. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Workers' Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.
3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured**: Policy(ies) and coverages as described above, excluding Workers' Compensation Insurance, shall include an endorsement stating the following shall be ***Additional Insureds***: The Paint Creek Trailways Commission, Oakland Township Parks and Recreation, and the Charter Township of Oakland, each body's elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Paint Creek Trailways Commission, Oakland Township Parks and Recreation, and the Charter Township of Oakland as additional insureds, coverage afforded is considered to be primary and any other insurance the Paint Creek Trailways Commission, Oakland Township Parks and Recreation, and the Charter Township of Oakland may have in effect shall be considered secondary and/or excess.
5. **Cancellation Notice**: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Paint Creek Trailways Commission, Attention: Ms. Melissa M. Ford, 4393 Collins Road, Rochester, Michigan 48306).
6. **Proof of Insurance Coverage**: The Contractor shall provide the Paint Creek Trailways Commission at the time the contracts are returned by him/her for execution a Certificate

of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to Paint Creek Trailways Commission at least ten (10) days prior to the expiration date.