



# Kalamazoo County Consolidated Dispatch Authority

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Issued: June 13, 2025

## **REQUEST FOR PROPOSALS** **Professional Services – Annual Financial Audit**

**Kalamazoo County Consolidated Dispatch Authority  
Kalamazoo, Michigan**

It is the intention of the Kalamazoo County Consolidated Dispatch Authority (KCCDA) to procure from respondents to this request for proposal for professional financial audit services to conduct an annual financial audit of KCCDA's governmental activities and major fund(s) for three consecutive years; beginning with fiscal year ending December 31, 2025.

KCCDA seeks a highly qualified firm with substantial municipal/governmental entity auditing experience. Therefore, the decision to select a provider may not rest solely on the lowest overall cost.

The KCCDA reserves the right to reject any proposals or parts of proposals. KCCDA also reserves the right to waive any irregularities, inconsistencies, negotiate or take additional appropriate action as determined by KCCDA to be in the best interest of KCCDA.

Questions regarding the scope of this request, the selection process, insurance requirements, or other procedural requirements should be directed to Jeff Troyer, Executive Director, KCCDA, at (269) 488-6616 or via email at [jtroyer@kccda911.org](mailto:jtroyer@kccda911.org).

Proposals shall be plainly marked "RFP: Annual Financial Audit" and be emailed to [aphr@kccda911.org](mailto:aphr@kccda911.org) or delivered to the following address:

KCCDA  
7040 Stadium Drive  
Kalamazoo, Michigan 49009

**Proposals are due by 3:00 p.m. on Tuesday, July 15, 2025**

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## **1. INSTRUCTIONS FOR PROPOSAL SUBMISSION**

### **1.1 Examination of Request for Proposal Documents**

All providers must analyze this Request for Proposal (RFP) in its entirety and provide enough information in their submission to allow KCCDA to evaluate the proposals. Provider must furnish all information as requested and complete all forms according to the section instructions contained herein. Section 3.4 provides specific information regarding submission/proposal format.

### **1.2 Proposal Submission**

All proposals shall be plainly marked "RFP: Annual Financial Audit" in the subject line of the email or in a sealed envelope/package. Proposals are due by **3:00 p.m. on Tuesday, July 15, 2025.**

Interested Providers can submit a proposal via email to [aphr@kccda911.org](mailto:aphr@kccda911.org), or deliver/send to the following address:

KCCDA  
7040 Stadium Drive  
Kalamazoo, Michigan 49009

It is the sole responsibility of the Provider to ensure its proposal is received in the proper timeline. Any proposals received after the closing date and time will not be accepted.

### **1.3 Opening Proposals**

There will not be a public opening for this RFP. A bid worksheet will be distributed electronically to all Providers submitting a proposal within two (2) business days after the proposal deadline.

### **1.4 Proposal Forms**

Whenever forms are provided, each proposal shall be made on the form provided and shall be submitted with all requested information, including signatures by an individual authorized to execute the proposal on behalf of the Provider.

#### **1.4.1 Modifications**

Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications will solely be determined by KCCDA. It is recommended that if an alternate proposal is to be suggested that the Provider provides a proposal that meets all specifications and any alternate proposals. If the Provider complies with these recommendations, it can have its alternate considered. If the alternate is not acceptable, the KCCDA reserves the right to reject the proposal.

### 1.5 **Proposal Timeline**

Below are tentative dates of actions related to this RFP. The final recommendation and award date may be modified in the sole discretion of the KCCDA.

<u>DATE and TIME</u>	<u>EVENT</u>
June 13, 2025 at 2:00 p.m.	Release of Request for Proposal
July 15, 2025 at 3:00 p.m.	Proposal Deadline
September 11, 2025 at 3:30 p.m.	Selection of Provider

### 1.6 **Revisions to the RFP**

In the event it becomes necessary to revise in whole or any part of this RFP, an addendum will be reduced to writing and submitted to all prospective proposers and Respondents known to KCCDA. For this purpose, any published questions and answers and any other pertinent information will be considered an addendum to the RFP and will be provided to prospective proposers. All such changes or addenda shall become part of the contract and all prospective proposers and Respondents shall be bound by such changes and addenda. KCCDA reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## 2 **PROFESSIONAL SERVICE SPECIFICATIONS**

### 2.1 **Agency Purpose and Background**

The Kalamazoo County Consolidated Dispatch Authority (KCCDA) is an Emergency Communications Center (ECC) that provides Public Safety Answering Point (PSAP) and emergency dispatch services for all public safety agencies and residents in the County of Kalamazoo. Operational responsibilities include but are not limited to answering 9-1-1 emergency calls and text sessions, prioritization and dispatching public safety resources to calls/requests for service, maintenance of all public safety radio communications infrastructure, adoption of streamlined standard operating procedures for call handling and dispatch processes, etc.

KCCDA was created in 2014 under the Michigan Urban Cooperation Act and Intergovernmental Transfer of Functions and Responsibilities Act, by the Cities of Kalamazoo and Portage, the County of Kalamazoo, the Charter Township of Kalamazoo, and Western Michigan University. KCCDA is a Michigan Public Body Corporate, or local unit of government, that is governed by a thirteen (13) member Board of Directors consisting of the following:

- 2 Members – City of Kalamazoo
- 2 Members – City of Portage
- 2 Members – Charter Township of Kalamazoo

- 2 Members – Western Michigan University
- 1 Member – Kalamazoo County Board of Commissioners
- 1 Member – Kalamazoo County Sheriff or his/her designee
- 1 Member – Michigan State Police
- 1 Member – Kalamazoo County Medical Control Authority
- 1 Member – A firefighter from an entity not already represented by the Parties that is recommended by the Kalamazoo Fire Chiefs Association and selected by the Kalamazoo County Board of Commissioners

KCCDA's organization consists of 68 staff/employee positions:

- Executive Director (Chief Administrative Officer)
- Deputy Director
- Executive Administrative Assistant
- Administrative Assistant
- Network and Systems Administrator
- 2 – Systems Support Specialist
- 6 – Dispatch Supervisors
- 16 – Emergency Communications Officer I's
- 32 – Emergency Communications Officer II's
- 7 – Part-Time Emergency Communications Officers

As a Michigan local unit of government with a population of more than 4,000, KCCDA is required to conduct an annual financial audit. The primary purpose of the audit is to maintain the confidence of all interested parties in the integrity of KCCDA's record keeping and financial reporting. Financial statements and budgetary reports can be accessed on KCCDA's website at <https://kccda911.org/budgets/>

## **2.2 Scope of Work**

KCCDA seeks to contract with a firm to provide Professional Financial Audit Services to annually audit financial statements of the governmental activities and major fund(s) of KCCDA for three (3) consecutive years; beginning with fiscal year ending December 31, 2025 (KCCDA's fiscal year is calendar year). The audit shall be conducted in accordance with Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants, the standards applicable to financial audits contained in the Government Auditing Standards and any other applicable standards for local units of Government. In addition, the audit will need to address the requirements of and in compliance with all State of Michigan, Federal, GAAP and any other applicable requirements.

The services provided shall include an audit of the annual financial statements and major fund(s) for KCCDA as well as compliance with pertinent statutory and internal control regulations. Internal control systems shall be documented and examined to identify any weaknesses. Any areas of identified risk will be sufficiently examined to

determine if proper procedures have been followed or should be implemented. The Provider shall work with KCCDA's Executive Director and Treasurer for the Board of Directors throughout the process.

The level of audit necessary is that which at the conclusion of the audit, KCCDA's Board of Directors are satisfied that the financial statements are free of material misstatements and control policies are in place or recommended that deliver efficient and lawful procedures for the KCCDA. Any such recommendations and/or necessary adjustments of the KCCDA's financial statements will be discussed with the Executive Director and Treasurer of the Board of Directors upon completion of the audit fieldwork and prior to preparation of the draft audit.

At the conclusion of the annual audit, the Provider is responsible for the following:

- Attend and present the audit at the April KCCDA Finance Committee Meeting. This meeting is normatively scheduled on the last Tuesday in April at 2:00 p.m.
- Attend and present the audit at the May KCCDA Board of Directors Meeting. This meeting is regularly scheduled on the 2<sup>nd</sup> Thursday at 3:30 p.m.
- File and submit all required audit paperwork and/or forms to the State of Michigan for local units of government on behalf of KCCDA.

*NOTE – KCCDA's prior year financial statements and audit are available for review on our website <https://kccda911.org/budgets/>*

### **3 PROVIDER RESPONSE AND COST INFORMATION**

#### **3.1 Completeness of Proposal**

Each proposal shall provide a clear, concise delineation of Provider's capabilities to satisfy the requirements in this RFP; including the terms and conditions contained herein and the scope of work, and all required forms.

#### **3.2 Proposal Expiration**

Provider may indicate an expiration date for pricing in any proposal submitted but the expiration date shall not be less than 180 days after the proposal due date.

#### **3.3 Period of Performance**

Providers submitting a proposal shall conduct the annual audit during the months of March and April (for the previous fiscal year), and must be in complete form before April 21<sup>st</sup> each year.

### **3.4 Provider Response**

A Provider's response and the terms indicated in this RFP shall serve as the contracting document if the Provider is selected. Each proposal must at a minimum include a Cover Letter, Table of Contents, and the following items in the order listed below:

- Executive Summary
- Vendor Qualifications and Project Team
- Certifications and Assurances Form
- Certificate of Compliance with Public Act 517 of 2012
- Customer Reference Forms
- Proposal Cost Worksheet

#### **3.4.1 Executive Summary**

This section should be limited to a brief narrative highlighting the vendor's proposal including a concise overview of the firm's experience. The summary should be free of technical language and should illustrate the benefits and possibilities offered by the vendor.

#### **3.4.2 Vendor Qualifications and Audit Team**

This should include a complete description of the firm including location(s) of offices, general history of the firm, and an organizational chart showing the working relationship of the management structure. This section shall also identify the audit team members, including the lead auditor for this project and key staff members assisting with the audit. A short biography, including each person's relative experience, shall be included for each person on the audit team.

#### **3.4.3 Certifications and Assurances Form**

The Certifications and Assurances form (Appendix A) must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

#### **3.4.4 Certificate of Compliance with Public Act 517 of 2012**

The Certificate of Compliance with Public Act 517 of 2012 form (Appendix B) must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

#### **3.4.5 Customer References**

Provider shall provide at least three (3) municipal or governmental unit references where similar services were completed. Each reference shall be

documented on the Customer Reference Form provided (Appendix C) and contain the name of the agency, agency contact person, the contact person's telephone number and email address, and a summary of the services completed including the years in which services were performed.

#### **3.4.6 Proposal Cost Worksheet**

Provider must complete the Proposal Cost Worksheet included as Appendix D. The proposal should be inclusive of all costs to complete the scope of work and should not include taxes. Each Provider must ensure completion of the payment policy section of the form and include any applicable discounts for early payment and penalties for late payment.

This form must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

### **3.5 Withdrawal**

Proposals may only be withdrawn by the Respondent submitting written notice prior to the date and time set for the proposal deadline. No proposal may be withdrawn after the deadline for submission.

## **4 TERMS AND CONDITIONS**

### **4.1 Non-Discrimination**

The Respondent who is selected as the Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, national origin, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, age or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated there under.



- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

#### **4.2 Provider's Insurance**

The successful Provider will be required to furnish to the KCCDA a Certificate or Proof of Insurance as well as any required endorsements. In lieu of required endorsements a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if requested.

If any of the coverages listed below expire during the term of this contract, the Provider shall deliver renewal certificates and endorsements to the KCCDA at least ten (10) days prior to the expiration date.

All insurers shall be either licensed or authorized to do business in the State of Michigan and carry the following minimum coverages:

##### **4.2.1 Workers Comp**

Workers compensation insurance, including employer's liability, under the workers compensation statutes of the State of Michigan.

##### **4.2.2 General Liability**

Comprehensive general liability policy of at least \$1,000,000/occurrence for personal injury and property damage.

##### **4.2.3 Automobile Liability**

Comprehensive automobile liability policy of at least \$1,000,000 for bodily injury and property damage on any automobile.

##### **4.2.4 Professional Liability**

Professional liability coverage (errors and omissions) covering an actual or alleged error, statement, act, omission, neglect or breach of official duty, including misfeasance, malfeasance, and non-feasance; at least \$1,000,000/occurrence.

If an "occurrence" policy is unavailable for the professional liability coverage, please include a statement from your insurance agent or broker indicating non-availability of the occurrence form. Under these circumstances, a "claims made" form will be considered if written in the requested amount.

#### **4.2.5 Additional Insured**

All the above coverages shall protect the Kalamazoo County Consolidated Dispatch Authority. The Provider's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. The certificate of insurance must contain the following statement:

*THE KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY,  
ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND  
VOLUNTEERS, ALL BOARDS, COMMISSION, AND/OR AUTHORITIES  
AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS  
THEREOF (except for Workers Compensation).*

#### **4.2.6 Subcontractor Insurance**

It shall be the Provider's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

#### **4.2.7 Cancellation Notice**

All policies, as described above, shall include an endorsement stating it is understood and agreed that thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change of the policy, and Ten (10) days written notice for non-payment of premium, shall be sent to the KCCDA Executive Director, 7040 Stadium Drive, Kalamazoo, MI 49009.

### **4.3 Indemnification and Hold Harmless**

To the fullest extent permitted by Laws and Regulations, the Provider, at its sole cost and expense, shall indemnify and hold harmless the KCCDA and its officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") from and against all claims, costs, losses and damages (including, but not limited to all fees and charges of professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Services or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Provider, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Services or anyone for whose acts any of them may be liable. Provided, however, that the Provider shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of any Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification

obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the KCCDA or any consultants, agents, officers, directors or employees of the KCCDA by any employee (or the survivor or personal representative of such employee) of the Provider, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Provider or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Provider under the terms of the contract.

#### **4.4 Representations**

To ensure consistent and correct information, prospective Providers shall submit all questions and requests for clarification in writing to KCCDA's Executive Director Jeff Troyer, via email at [jtroyer@kccda911.org](mailto:jtroyer@kccda911.org). The KCCDA reserves the right to modify, alter or change the scope, size or other aspects of this project at any time.

## **5 GENERAL INFORMATION FOR CONTRACTORS**

#### **5.1 Status of Provider**

The Provider and its employees, at all times, shall be considered as independent contractors and not as KCCDA employees. In delivering services, the Provider shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to its employees, and the right to hire, fire, and discipline all employees. As an independent contractor, payment to the Provider under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Provider or employees of the Provider be entitled to any KCCDA fringe benefit programs.

#### **5.2 Employees of the Provider**

The Provider shall always be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the Provider. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by the Provider, who in the opinion of KCCDA's Executive Director, does not perform work in a skilled manner,

or acts in a disorderly or intemperate manner, or engages in sexual harassment or other forms of inappropriate behavior as defined by the KCCDA's Executive Director, shall, at the written request of KCCDA's Executive Director, be removed immediately from the project and shall not be utilized again in any portion of the work without approval of KCCDA's Executive Director.

### **5.3 Laws and Municipal Ordinances**

The Provider shall keep fully informed of all laws and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Provider shall always observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. All work shall be in compliance with the Laws of the State of Michigan, County Ordinances, as well as all other bodies having jurisdictional authority.

### **5.4 Supervision by Provider**

The Provider will supervise and direct the work of its employees. The Provider will be solely responsible for the means, methods, techniques, sequences, and procedures of the professional services performed. The Provider will appoint a Project Lead who shall have been designated in writing by the Provider at the time the Request for Proposal is submitted. The Project Lead shall have full authority to act on behalf of the Provider and all communications given to the Project Lead shall be as binding as if given to the Provider. The Project Lead shall be present to the extent necessary so as to perform adequate supervision and coordination of the work.

### **5.5 Assignability**

The Provider agrees that the work proposed shall be accomplished by the Provider. The Provider agrees that any work under the contract to be assigned to another Provider, and/or subcontractor, shall be done only with the prior approval of the KCCDA Project Manager.

### **5.6 Termination for Convenience**

This contract may be terminated by the KCCDA upon not less than 15 days written notice to the Provider. In the event of termination not the fault of the Provider, the Provider shall be compensated for services performed to date, in accordance with the terms of this contract. Termination not the fault of the Provider shall not give rise to any claim against the KCCDA for damages or for compensation in addition to that provided under this contract. Such pay so made to the Provider shall be in full settlement for services rendered pursuant to this contract.

## **5.7 Termination for Default**

The KCCDA may, by written notice to the Provider, terminate the right to proceed as to the whole or any part of the contract; (1) if the Provider fails to perform the services within the time specified or any extension thereof, (2) so fails to make progress as to endanger performance of the contract in accordance with its terms, or (3) the Provider fails to adequately perform any other provisions of the contract. The Provider shall not be subject to this provision if failure to perform the contract arises out of any cause beyond its control and without any fault or negligence by the Provider or subcontractors.

## **5.8 Limitations**

This RFP does not commit KCCDA to a contract or to pay any costs incurred in the preparation for a response to this RFP. There is no obligation on the part of the KCCDA to select and award any submitted response or to any Provider or individual submitting a response. No work is guaranteed under this RFP.

## **5.9 Public Record**

Providers are advised that all responses are deemed a public record and open to public scrutiny after the evaluation and selection (or no selection) of a Provider by the KCCDA.

## **5.10 Conflict of Interest**

All Providers must disclose any potential conflict of interest with KCCDA employees or any of its Board of Directors.

## **5.11 Ownership of Bids**

All materials submitted in response to this RFP shall become the property of the KCCDA and for the selected Provider, will become part of the business agreement. Award or rejection does not affect this right.

## **5.12 Release of Claims**

Under no circumstances shall the KCCDA be responsible for any bid preparation expenses, submission costs or any other expenses, costs or damages of whatever nature incurred as the result of a respondent's participation in this RFP process. The respondent understands and agrees that it submits its bid at its own risk and expense and releases the KCCDA from any claims or damages or other liability arising out of the RFP and award process.

**5.13 Proprietary Information and Public Disclosure**

Materials submitted in response to this RFP shall become the property of the KCCDA. All proposals received shall remain confidential until the deadline for submission of proposals has expired, as defined by MCL 15.243(i), the Freedom of Information Act.

**5.14 Acceptance Period**

KCCDA reserves the right to postpone the proposal review and/or contingent award deadlines for its convenience and in its individual discretion. Respondents must provide 180 calendar days for acceptance from the due date for receipt of proposals.

**5.15 Responsiveness**

All proposals will be reviewed by KCCDA to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP base terms and conditions may result in rejection in whole or in pertinent part of the proposal as non-responsive. KCCDA also reserves the right, at its sole discretion, to waive irregularities.

**5.15 Most Favorable Terms**

As applicable, KCCDA reserves the individual or collective right to make an award without further discussion of the applicable proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Respondent can propose. As applicable, KCCDA also reserves the individual or collective right to contact a Respondent for clarification of its proposal. The Respondent should be prepared to accept all terms and conditions of this RFP as the base contract resulting from this RFP. Contract negotiations shall incorporate some or the Respondent's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter.

**5.16 Costs of Proposal**

KCCDA will not be liable for any costs incurred by a Respondent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

**5.17 No Obligation Contract**

This RFP does not individually or collectively obligate the KCCDA Board of Directors to award a contract for services specified herein.

**5.18 Reservation of Right to Negotiate**

KCCDA also reserves the right to waive any informalities or irregularities in proposals, and/or negotiate the terms and conditions of all or any part of the proposals deemed to be in KCCDA's best interests even though not the lowest cost.

**5.19 Failure to Comply**

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

**5.20 Commitment of Funds**

The KCCDA Board of Directors, acting as a body, or its delegate(s) are the only individuals who may legally commit KCCDA to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before formal notification of award and/or a fully executed contract.

**5.21 Signatures**

The Certifications and Assurances form, Certificate of Compliance with Public Act 517 of 2012, and the Proposal Cost Worksheet must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship; e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

**5.22 Rejection and/or Re-solicitation**

KCCDA reserves the right to reject any and all proposals without penalty and re-solicit, in whole or in part, for new proposals, and temporarily or permanently abandon, in whole or in pertinent part, the applicable project. KCCDA makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP. KCCDA reserves the right to waive any informalities or irregularities in proposals, and/or negotiate the terms and conditions of all or any part of the proposals deemed to be in the KCCDA's best interests at its sole discretion even though not the lowest cost.

**5.23 Failure to Perform**

For failure to deliver or perform in accord with the accepted bid, KCCDA may consider the Respondent in default and take steps to protect the Authority's interest.

**5.24 Non-Collusion Clause**

By signing and submitting a proposal(s), the Respondent states that Respondent's proposal is genuine and not collusive or sham; such Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent or

person, to put in a sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said bid price.

**5.25 Contract**

The contents and terms of this Request for Proposal and the Providers response to the same shall serve as the contractual agreement between KCCDA and the Provider for the project.



## APPENDIX A

### Certifications and Assurances Form

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL. FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN DISQUALIFICATION.

**Company/Firm Name:**

I/we make the following statement of assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with other proposers for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer and valid for a period of not less than 180 calendar days after the proposal due date (contained herein), and it may be accepted by the KCCDA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within this 180 calendar days period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of the KCCDA whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that the KCCDA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of KCCDA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other proposer or to any competitor.

6. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition, nor have I/we made any agreement with, nor offered or accepted anything of value from, an official or employee of KCCDA that would tend to destroy or hinder free competition.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail at the end of the Proposal Cost Worksheet.
8. I/we acknowledge communication of any kind regarding my/our proposal directed to parties other than the identified Project Administrator and/or Point-of-Contact may result in my/our disqualification.
9. I/we warrant that no conflict of interest knowingly exists for any member of the project team that contributed to this proposal or prospective contract.
10. I/we the undersigned, understand that the above information, along with any additionally submitted documents, become part of any agreement subsequently made with KCCDA and I/we attest to the best of my/our knowledge to its accuracy.

Name of Person Completing this Form:

Title:

Signature: \_\_\_\_\_

Date:

## APPENDIX B

### Certificate of Compliance with Public Act 517 of 2012

I certify that neither \_\_\_\_\_ (Company/Firm), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Name of Person Completing this Form:

Title:

Signature: \_\_\_\_\_

Date:

## APPENDIX C

# Customer Reference Form

Please fill out this form completely and be as detailed as possible. Use a separate form for each reference listed. Submit a minimum of three references.

**Project Name**

### Primary Customer Contact

**Name:** \_\_\_\_\_

**Address:**

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

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

### Description of Project/Services

(Include detailed summary of the services performed and the years in which the project began and/or finalized.)

Date	Time	Location	Weather	Wind	Temp	Humidity	Pressure	Visibility	Clouds	Precip	Remarks

## APPENDIX D

### Proposal Cost Worksheet

I, the undersigned, certify that I have read and fully understand the specifications supplied by the Kalamazoo County Consolidated Dispatch Authority (KCCDA) in this Request for Proposal.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS AND TERMS/CONDITIONS CONTAINED HEREIN MUST BE IDENTIFIED BY NUMERICAL REFERENCE TO THE REQUEST FOR PROPOSAL SECTION AT THE END OF THIS COST WORKSHEET.

#### **PROVIDER PRIMARY POINT OF CONTACT**

Company/Vendor/Firm Name: \_\_\_\_\_

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

Primary Point of Contact: \_\_\_\_\_

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

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

#### **PROPOSAL/BID - COST**

##### ***Year 1 – Financial Audit for fiscal year-end December 31, 2025***

This should be inclusive of all costs to complete year one of the scope of work and should not include taxes

\$

##### ***Year 2 – Financial Audit for fiscal year-end December 31, 2026***

This should be inclusive of all costs to complete year two of the scope of work and should not include taxes

\$

##### ***Year 3 – Financial Audit for fiscal year-end December 31, 2027***

This should be inclusive of all costs to complete year three of the scope of work and should not include taxes

\$

**TOTAL (for all years):**

\$

Payment Policy/Terms:

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I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted and selected by the KCCDA. I further state that I have not communicated with nor otherwise colluded with any other person or Provider, nor have I made any agreement with nor offered or accepted anything of value from an official or employee of the KCCDA that would tend to destroy or hinder free competition.

No business agreement or contract is created until the proposal is authorized by KCCDA's Board of Directors.

I hereby state that I have read, understand, and agree to be bound by all terms and conditions of this Request for Proposal document.

PERSON COMPLETING FORM:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ANY/ALL EXCEPTIONS TO SPECIFICATIONS AND/OR TERMS AND CONDITIONS:**

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