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Benton Harbor, MI 49022
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www.bentonchartertownship.org

Benton Charter Township
Request for Proposal
Auditing Services
For the Years Ending December 31, 2023 and December 31, 2024

Issued on January 17th, 2024

Issued by the Township Board
Cathy Yates, Supervisor
Carolyn Phillips, Clerk
Deborah Boothby, Treasurer
Rosie Hudson, Trustee
Linda Scarbrough, Trustee
Janice Avery, Trustee
Lemont Betts, Trustee

REQUEST FOR PROPSOAL SECTIONS

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Section I: Request for Proposal Purpose and Schedule

The Charter Township of Benton (Township) is requesting proposals for Auditing Services, in accordance with the specifications, terms, and conditions stated herein - for the fiscal years ending December 31, 2023 and December 31, 2024. The Township provides a diverse range of services to the approximately 14,000 residents within the jurisdiction located in Berrien County, including police services, fire services, and water and sewer services.

The following outlines the request for proposal schedule. All deadlines listed below are as of 5pm that day.

Action/Deadline	Fiscal 2023 Audit	Fiscal 2024 Audit
RFP Released	1/17/2024	Same
Deadline to submit clarifying questions via email	1/23/2024	Same
Conference call to provide answers to questions	1/31/2024	Same
Deadline to submit proposals	2/14/2024	Same
Interviews/Presentations, tentative	2/15/2024 - 2/28/2024	Same
Board Approval	3/5/2024	Same
Contract start date	4/1/2024	Same
Draft audit report(s) due	5/31/2024	5/31/2025
Contingency period/Contract End Date*	6/1/2024 - 7/31/2024	6/1/2025 - 7/31/2025*

**Contract end date may be extended if a Single Audit is required and not prepared at the same time as the financial audit for a given fiscal year.*

Section II: Instructions to Bidders

It is the sole responsibility of the Bidder to ensure their proposal reaches the Township on or before the closing date and hour as indicated. Proposals submitted late or via oral means or by facsimile will NOT be accepted. Proposals postdated will constitute as late. All late Proposals will be rejected and destroyed after ten (10) calendar days, unless otherwise notified to return to the Bidder, at the Bidder’s expense.

Each Bidder shall deliver by mail or in person at the Township Hall one (1) original Proposal and (3) three additional proposal copies in a sealed envelope. If the Bidder’s office is greater than 1 hour from the Township Hall, electronic submissions can also be provided by email to the Township Comptroller at ben.brewer@rehmann.com. Please password protect the electronic document sent. Mailed proposal can be submitted to the address below.

C/O Benjamin Brewer, Comptroller
 RFP #FIN-2024-01 for Auditing Services
 Finance Department
 Benton Charter Township
 1725 Territorial Road, Suite B
 Benton Harbor, MI 49022

In the event the Township Hall 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 Township Hall, is open.

Proposals must be clearly labeled, “RFP #FIN-2024-01 for Auditing Services” and list Bidder’s name and address. Upon receipt, the bid will be recorded. No immediate decisions will be rendered upon recording.

All communication with regards to this RFP shall go through the Township Comptroller or the Township Supervisor. Failure to comply with this may be grounds for disqualification.

(Section II continued...)

Proposals shall meet or exceed all specifications herein, including the use of forms included in the RFP. All deviations from specifications, terms and conditions shall be clearly detailed on the Known Exceptions 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.

The Township assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of the contract and/or purchase order. The Township 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 Township Board. If only one proposal is received in response to the RFP, a detailed cost proposal, if requested by Township, will be required of the single Bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal to determine if the price is fair and reasonable, including, but not limited to, the evaluation of specific costs and profits.

Acceptance and the offering of gifts, gratuities, or kickbacks from Bidders to Township elected officials, employees and their family members are strictly prohibited.

The Township may at their sole discretion request additional information or elect to conduct interviews with selected Bidders under active consideration. The Township is not obligated to provide all Bidders with such an opportunity.

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 had provided false, misleading, or otherwise inaccurate information, the contract may be terminated upon investigation by the Township Board.

The Township reserves the right to accept any item or group of items proposed in any response, 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, and negotiate with Bidders, which may be in the best interest of the Township. 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 Township after the date of the contract pursuant to this proposal document, the Township 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 Township with timely notice of the availability of such newer materials, products, and/or services.

Once Approved by the Township Board, the Township will notify all bidders via phone or email. The winning Bidder can request a debriefing conference within five (5) business days of the notice of award, limited to the evaluation, scoring, critique, and review of the bidder's proposal.

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 Township Supervisor at the Township Hall in writing. Protests must be submitted within seven (7) business days after award notice in writing.

Section III: General Contractual Terms & Conditions

Contractor is retained by Township only for the purposes and to the extent set forth in this Contract. Contractor's relation to Township 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 Township and contractor, its officers, employees, or agents.

Contractor shall at no time represent itself to be an employee or agent of Township, without written consent of the Township Supervisor, and shall not be considered as having employee status or being entitled to participate in any plans, arrangements or distributions of Township pertaining to or in connection with any fringe, pension, workers' compensation, unemployment or similar benefits for Township employees.

Contractor shall retain sole and absolute discretion in the methods and means of conducting Contractor's Activities and responsibilities under this contract, except to the extent specified herein.

The Township 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 Township and the failure to cure such condition, and provide a written response to Township 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.

All payments are conditioned upon properly documented proof of performance on an original Contractor invoice submitted by Contractor to Township detailing all amounts invoiced for services. Payment will be made no later than thirty (45) days after receipt of said invoice. Invoices shall be submitted to Township Comptroller and Township Supervisor via electronic mail at ben.brewer@rehmann.com or cyates@bentonchartertownship-mi.gov. Contractor shall maintain all records and documentation regarding payment for at least three (3) years following the date of final payment under this contract.

All amounts paid to the Contractor under this contract will be reported to the Internal Revenue Service as required by law and Township 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.

The information contained in the Request for Proposal is intended solely for internal use by the Bidder in its Proposal preparation. All information contain 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 Township under the performance of the Services shall not be directly or indirectly disclosed by Contractor without the express written permission of Township Supervisor.

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, Township Supervisor.

The proposals and supporting materials become the property of Township and are subject to public access according to the Michigan Freedom of Information Act, MCL 15.231 et. Seq.

(Section III continued)

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.

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 Township 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 always 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 Township harmless for all claims arising under such taxes and fees.

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 Township to revoke and otherwise terminate the contract and all obligations of the Township there under.

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 Township 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.

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 Township.

- 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.

(Section III continued)

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 the following address. If such insurance is not in force, Township may, at its option, terminate and cancel the contract.

Comptroller, Benjamin Brewer
Benton Charter Township
1725 Territorial Road, Suite B
Benton Harbor, MI 49022

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. In the event the Contractor shall fails, neglects, or refuses to perform all services under this Contract, Township 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.

Bidder does not have the right to assign or subcontract all or any portion of this contract without the written approval of the Township Supervisor.

Contractor agrees to indemnify, defend, and hold harmless Township, its Board, 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.

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 Township with the work product of another proposed to be used by the Contractor. Contractor agrees to indemnify, defend and hold harmless Township, its Board, 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 Township arising from any claims of violation of any copyright, patent or trade secret by any third party resulting from Contractor’s or Township’ 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 Township knew of such claim. Township retains the right to offset against any amounts owed Contractor hereunder or any such monies expended by Township in defending itself against such claims.

(Section III continued)

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 Berrien County, Michigan.

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 Township, or any family member of any board member, administrator or employee of Township, 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 Conflict of Interest Disclosure Affidavit, attached hereto as Section VIII, and submit the same with its proposal.

Furthermore, Bidder represents and warrants to Township 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 Township, or any family member of any board member, administrator or employee of Township after being awarded the contract and during the term of the contract, Bidder shall immediately disclose the type and nature of such relationship to Township in writing. If, after such disclosure, Township cannot comply with applicable conflict of interest laws due to such relationship, Township shall have the right 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 Township Board, County, State or any officer, employee, or person whose salary is payable in whole or in part from the Treasury of the Township 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 Township, in its sole and absolute discretion, deems a conflict of interest exists under applicable laws, such may be grounds for disqualification.

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" (Township). The Act also requires that a person that submits a proposal in response to a Township 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 Township, 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 Township determines, using credible information available to the public, that a person or entity has submitted a false certification, Township 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.

(Section III continued)

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) electronic mail. All notices sent by registered or certified mail should be sent to the following address. All notices sent by electronic mail shall be sent to the Township Comptroller at ben.brewer@rehmann.com.

Comptroller, Benjamin Brewer
Benton Charter Township
1725 Territorial Road, Suite B
Benton Harbor, MI 49022

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 anyway.

This Contract represents the entire understanding between the Township 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.

No waiver by a party of any default or nonperformance will be deemed a waiver of any subsequent default or nonperformance.

The Bidder shall provide all reasonably necessary reporting and documentation to permit Township to comply with applicable laws.

Section IV: Special Contractual Terms & Conditions

This is a two (2) year fixed contract with options to renew for an optional additional three (3) years in one (1) year increments, for a maximum of five (5) years total.

Audit schedule to be established with the Township Comptroller no later than March 5th of each year.

- A. Preliminary audit fieldwork to commence on or before April 15th of each year. Final fieldwork to commence by May 1st of each year, or any time thereafter.
- B. Majority of audit fieldwork to be completed by May 1st each year. Auditor must deliver documents to meet audit deadlines of the Michigan Department of Treasury.
- C. Final acceptable date for receipt of the printed material (Audit Booklets and copies of the corresponding closing and adjusting entries) by June 20th of each year.

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

The Township will score each proposal that best meets the following criteria (maximum score of 100):

- A. Number of governmental entities audited by the office of CPA firm proposing (15 points)
- B. Available resources to support charter townships (15 points)
- C. Training of personnel in governmental and federal grant auditing (20 points)
- D. Qualifications of staff included in assignment (20 points)
- E. Internal quality control procedures and external quality control reviews (5 points)
- F. Cost (25 points)

Section V: Specifications

Number of Township Employees is approximately 95.

The Township collects property and certain other taxes on behalf of the following levying units.

Benton Charter Township
Berrien County
Coloma Charter Township
Lake Michigan College
SW Regional Airport

The Township has one federal award, facilitated through the Clean Water and Drink Water Revolving funds through the Michigan Department of Treasury, in conjunction with the Michigan Department of Environment, Great Lakes, and Energy.

The Township has the following types of funds - a copy of the most recent audit report can be found on the Township Website at: <https://bentonchartertp.org/departments/finance>.

Governmental Funds - General, Public Safety, Police/Fire, Equipment Replacement, Debt Service
Enterprise Funds - Water and Sewer Utility Services
Custodial Funds - Current and Delinquent Tax, Pension and Retiree Health

The accounting and reporting requirements for Charter Townships are promulgated by the following authoritative guidance and statute:

- Uniform Budgeting Act and Uniform Charter of Accounts Manuals
- GAAFR statements and restatements
- Governmental Accounting Standards Board (GASB) Pronouncements, Interpretations and Exposure Drafts
- United States General Accounting Office - Government Accounting Standards, as amended (yellow book)
- Single Audit Act of 1996, as amended.
- AICPA Bulletins
- Any other required Federal, State, cognizant agency and/or professional standards applicable to this engagement.

The auditor must provide the following upon completion of the performance of this contract.

- A report on Audited Financial Statements and the Schedule of Expenditure of Federal Awards (SEFA), and prepare the Data Collection Form.
- A report to the attention of the Township Board that includes;
 - A report on Compliance and on Internal Control over Financial Reporting based on an Audit of Financial Statements performed in Accordance with Government Auditing Standards.
 - A report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with Uniform Guidance for Federal Awards
 - A report to the Township Board in accordance with SAS 114.
 - Electronically file the Data Collection form with the federal clearinghouse.
 - Electronically file required reporting package with the Michigan Department of Treasury.

The auditor is also expected to evaluate and test the reliance of the Township's tax collection and reconciliation procedures, including all "off the roll specific taxes" such as Industrial Facilities Taxes and verify the accuracy of same.

(Section V continued)

The auditor(s) are expected to:

- Present the final report(s) to the Township board, preferably by a manager and partner that work one the audit.
- Provide assistance in correcting errors and procedural shortcomings as identified in the audit.
- Be fully informed on generally accepted accounting and auditing procedures including those in the developmental stages.
- Provide for continuity in the assignment of audit staff, when feasible
- Ensure that audit staff are properly trained and supervised
- Ensure that the audit work is properly planned, and upon request be willing to review this plan with the Township
- Exercise professional judgement while performing audit procedures
- Communicate regularly with the Township Comptroller, Township Supervisor, and other personnel as designated to complete the audit
- Provide multiple copies of the financial reports for use by the Township and it's stakeholders
- Provide a timeline to complete the engagement

The auditors must exhibit the following qualifications:

- The firm must maintain a sufficient number of professional staff in order to provide adequate technical expertise and depth
- The firm, and the partner assigned, must have considerable experience in auditing municipalities in the State of Michigan
- The firm's professional staff must be trained specifically in auditing and accounting for municipalities
- The firm must be actively involved in a municipal services organization in the state
- The firm must have an excellent statewide reputation for service in municipal audit

Section VI: Firm/Auditor Requirements

Bidders shall provide a typed 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. Office Location Responsible for the Audit _____

2. Number of Municipal Audits performed in the last two years. Last year _____ Prior Year _____

3. List your firm’s involvement in municipal service-related organizations.

4. List specific governmental training supplied to your firm’s staff in the last two years.

5. Total number of audit staff. At your firm _____ At the responsible office _____

Number of staff directly involved with a significant portion of audits in the last two years. _____
Number of Staff that are licensed as CPAs _____

6. Of the staff that have been assigned to municipal audits, what is the average number of years of experience within your firm. _____ Also provide a copy of your firm’s job description for auditors.

7. List some of the municipal resources available to your firm.

8. Provide a brief description of the other financial services your firm has provided to other municipalities, besides auditing.

9. Provide a list of 3-5 references from your firm’s past municipal clients in Michigan or a neighboring state. Include contact name, phone number, and email address, if available.

10. Provide profiles of the professional(s) responsible for the overall management of the audit (attach as an appendix). In addition, identify the field team and include resumes for all personnel on the engagement.

(Section VI continued)

11. Describe any additional work as a result of any implementation of GASB standards.

12. Describe how your firm and the assigned team plans to meet the timeline and reporting deadline requirements of the engagement as described in Section IV.

13. Provide a copy of you firms most recent peer review report.

- 14. Complete the following forms which are attached to this RFP.
 - Conflict of Interest Disclosure Affidavit - See Section VIII
 - Known Exception to Specification Form - See Section IX
 - Iran Economic Sanction Form - See Section X
 - Certifications - See Section XI
 - IRS Form W-9 (not included)

Section VII: Fee Proposal and General Firm Information

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 Charter Township of Benton for fiscal years ending as follows:

FINANCIAL AUDIT

Associate Level	2023 (Hours)	2023 (Dollars)
Principal/Partner		
Senior Manager		
Manager		
Senior Staff/Staff		
Total		

Associate Level	2024 (Hours)	2024 (Dollars)
Principal/Partner		
Senior Manager		
Manager		
Senior Staff/Staff		
Total		

SINGLE AUDIT

Associate Level	2023 (Hours)	2023 (Dollars)
Principal/Partner		
Senior Manager		
Manager		
Senior Staff/Staff		
Total		

Associate Level	2024 (Hours)	2024 (Dollars)
Principal/Partner		
Senior Manager		
Manager		
Senior Staff/Staff		
Total		

Company Name _____
 Address _____
 Website _____

Contact Name and Title _____
 Contact Phone and Email _____

Firm Established (Year) _____ Taxpayer ID _____ Business Structure _____
 Largest Contract Value (Last Year) _____
 Annual Sales for the last three years (\$MM) 2023 _____ 2024 _____ 2025 _____
 County/States of Operation _____
 Number of Full Time Employees _____

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.

AUTHORIZED REPRESENTATIVE NAME AND TITLE _____
 AUTHORIZED REPRESENTATIVE SIGNATURE _____
 DATE SIGNED _____

.....
 For Township Use Only
 DATE RECEIVED _____
 REVIEWED BY _____

REVIEWED DATE _____

Section VIII: Conflict of Interest Disclosure Affidavit

(Complete, notarize, and return this form with your proposal)

A sworn and notarized statement disclosing any conflict of interest that exists between the owner or any employee of the Bidder and any member of the Board of the Charter Township (Township) of Benton or an employee of the Township shall be accompanied with the proposal. Proposals without this disclosure statement will not be accepted. The current members of Township Board are shown listed below.

- Cathy Yates, Supervisor
- Carolyn Phillips, Clerk
- Deborah Boothby, Treasurer
- Rosie Hudson, Trustee
- Linda Scarbrough, Trustee
- Janice Avery, Trustee
- Lemont Betts, Trustee

Further, the undersigned, owner or authorized officer of the Bidder hereby represents and warrants other than those disclosed 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 the Charter Township of Benton, including, but not limited to an employment, service, or other ownership or business relationship. Conflicts include those with family members, defined as 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 Township, Contractor shall immediately disclose the type and nature of such relationship to Township in writing.

Owner or Employee	Related to	Relationship	<i>Attach additional pages is needed.</i>
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	

___ There is no conflict of interest that exists between the owner or any employee of the Bidder and any member of Township Board or an employee of the Township or their family members.

___ There is no conflict of interest that exists between the owner, officer, director or administrator of the Bidder, or any employee of Bidder who is involved in this procurement and contracting process, and any board member, administrator or employee of Township or their family members.

The undersigned, the owner or authorized representative of Bidder _____ does hereby represent and warrant that the disclosure statements herein contained are true.

Authorized Representative Name	Title	Signature
--------------------------------	-------	-----------

STATE OF MICHIGAN)
) County Of _____

This instrument was acknowledge before me on the ___ day of _____, 20__ by _____
_____ County, Michigan

Notary Public
My commission expires _____ Acting in the county of _____

Section IX: Know Exceptions to Specifications Form

Bidder shall enter all exceptions to the specifications in this section to be considered by Charter Township of Benton. The Township has sole determination of accepting exceptions enter below.

(List out the exceptions)

Section X: Iran Economic Sanction Form

The undersigned, the owner or authorized officer of the below-named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in Charter Township of Benton’s (Township) 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 Township’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.

Contractor Name

Name and Title of Authorized Representative

Signature of Authorized Representative

Date Signed

Section XI: Certifications

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

- | Yes | No | |
|-------|-------|--|
| _____ | _____ | Bidder has carefully read and examined all aspects of the RFP document(s). |
| _____ | _____ | Bidder has checked enclosed figures and is responsible for any errors/omissions. |
| _____ | _____ | Bidder attests that they've sought all answers to questions, without protest. |
| _____ | _____ | Bidder certifies they will comply with all federal and state laws and regulations. |
| _____ | _____ | Bidder represents all conflicts of interest have been disclosed. |
| _____ | _____ | Bidder understands this proposal is made without any previous agreements. |
| _____ | _____ | Bidder has not divulged or compared it's proposal with other bidders or parties. |
| _____ | _____ | Bidder is not currently debarred, suspended or proposed from debarment. |
| _____ | _____ | Bidder is eligible to submit a proposal under the Iran Economic Sanctions Act. |

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 Township and the Contractor.

Contractor Name

Name and Title of Authorized Representative

Signature of Authorized Representative

Date Signed

.....
For Township Use Only
ACCEPTANCE OF PRPOSAL - contract ratified by the Township Board on ___ day of _____.

Township Supervisor

Township Clerk

Purchase Order No