

Approval of Guidehouse Financial Consulting Services Proposal

June 21, 2021

The Honorable Mayor Fournier and
Members of the City Commission:

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by President Joseph Biden. Under ARPA, Royal Oak will receive a direct allocation of \$28,107,502.00. There are four broad eligible uses for these monies identified in the statute:

1. To respond to the COVID-19 public health emergency and its negative impacts;
2. To provide premium pay for essential workers;
3. To provide government services to the extent of eligible governments' revenue losses;
and
4. To make necessary water, sewer, and broadband infrastructure investments.

The statute also clarifies two types of uses which do not fall within these four categories:

1. Depositing funds into any pension fund; and
2. Directly or indirectly offsetting tax cuts

On June 17, 2021, Royal Oak received its first deposit of ARPA fiscal recovery funds in the amount of \$14,053,751. All funds must be obligated by December 31, 2024. It is anticipated the final expenditure deadline will be December 31, 2026, but this date awaits further clarification from the department of treasury.

Given this timeline, the large amount of federal funds the city is receiving, and the monitoring and compliance requirements established by ARPA, city staff is recommending entering into an agreement with Guidehouse Inc., a leading global provider of financial consulting services and federal disaster cost recovery services, to assist Royal Oak with the administration of its ARPA funds. Guidehouse is currently assisting Wayne County, Oakland County, the City of Detroit, and the State of Michigan with COVID-19 federal program compliance and monitoring. Staff believes that Guidehouse's relationship with the state and Oakland County will also have the added benefit of positioning the city to maximize the impact of its funds and to avoid duplication of programs and services established elsewhere.

Since Guidehouse is currently engaged with Oakland County, the city can sign on to the Oakland County Fiscal Consulting Services Agreement (Attachment 1) as part of its Cooperative contract program, and the same terms, conditions and pricing negotiated by the county would apply. The contract period would be for one year, with options for an additional two one-year extensions. Guidehouse's services would include, but not be limited to, the following:

- Assist in administering federal ARPA monies;
- Provide project reports;
- Project accounting, auditing and budgeting;
- Financial forecasting;
- Schedule and conduct/assist in internal meetings with city staff, schedule and conduct



workshop meetings with the city commission, and schedule and conduct external meetings with the public and community stakeholders.

If the city commission agrees with this course of action, city staff's next steps would be to discuss and execute a statement of work (SOW) with Guidehouse that makes sense for the city's needs and requested deliverables related to ARPA and any other funding sources. For each project and program established by the city under ARPA, the city will issue a SOW that will identify the deliverables, time of services needed, specific response information required, work performance evaluation, and payment criteria. Payment will be based on the hourly rates submitted (see page 34 of Attachment 1 for Guidehouse's rate sheet table) with a not to exceed amount stated for each project. To expedite the issuance of a purchase order, city staff is recommending at this time a purchase order in the amount of 1 ½ percent of the city's total ARPA allocation, or \$421,612.53.

Funding for Guidehouse's services to assist with managing and administering Royal Oak's ARPA allocation is an eligible ARPA expense. For more information about Guidehouse, its response to Oakland County's original request for proposals (dated March 12, 2021) has been included (Attachment 2).

The following resolution is recommended for approval:

Be it resolved, the Royal Oak City Commission hereby approves entering into an agreement with Guidehouse Inc. for financial consulting services under the same terms, conditions, and pricing negotiated by Oakland County as part of its cooperative contract program, subject to final review by the city attorney; and

Be it finally resolved, the city commission directs staff to issue a purchase order in the amount of \$421,612.53.

Respectfully submitted,
Todd E. Fenton
Economic Development Manager

Approved,



Paul J. Brake, ICMA-CM, CEcD
City Manager

2 Attachments



Buyer:SNG

CONTRACT NUMBER:006369

Event # 005180 B

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$450,000.00		Effective Date: 5/24/2021	Expiration Date:5/31/2022
Contract Description:	Fiscal Services Consulting-Coop-P		
Contractor Information:		Contract Administrator:	
Guidehouse Inc 2941 Fairview Park Dr Ste 501 Falls Church, VA 22042 Vendor No: 29716		Michael Schulien 2941 Fairview Park Dr Ste 501 Falls Church, VA 22042 mschulien@guidehouse.com	
Compliance Purchasing Office Information:		County Contract Administrator and Using Department:	
Scott Guzzly OAKLAND COUNTY 2100 Pontiac Lake Rd., Bldg. 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com		Kyle Jen OAKLAND COUNTY 2100 Pontiac, Lake Road L. Brooks Patterson Building Waterford, MI 48328 jenk@oakgov.com	

The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:SIGN: Jeff Bankowski
Jeff Bankowski (May 25, 2021 16:42 EDT)**FOR THE COUNTY:**SIGN: Kyle I. Jen
Kyle I. Jen (May 26, 2021 13:27 EDT)

Contract Administrator

SIGN: Scott N. Guzzly
Scott N. Guzzly (May 26, 2021 14:07 EDT)

Scott N. Guzzly, CPPO, MBA, Purchasing Administrator

cmk

This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. Contractor's Warranties and Assurances
- Section 7. Liability
- Section 8. Contractor Provided Insurance
- Section 9. Intellectual Property
- Section 10. Confidential Information
- Section 11. County Data
- Section 12. Information Technology Standards
- Section 13. General Terms and Conditions

§1. CONTRACT DEFINITIONS

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 1.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 1.4. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's security.
- 1.5. **"Contract"** means this document and any other documents expressly incorporated herein.

- 1.6. **“Contractor”** means the entity or person listed under “Contractor” on the first page of this Contract.
- 1.7. **“Contractor Employee”** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:
- Exhibits (Applicable if Checked)**
- 1.8.1. ☒ Exhibit I: Contractor Insurance Requirements
- 1.8.2. ☐ Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 1.8.3. ☒ Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
- 1.8.4. ☐ Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
- 1.8.5. ☒ Exhibit V: Federally Funded Contract Requirements
- 1.8.6. ☐ Exhibit VI: Software License(s)
- 1.8.7. ☒ Exhibit VII: License for Use of County Servicemark
- 1.8.8. ☒ Exhibit VIII: Acknowledgement of Independent Employment Status
- 1.8.9. ☒ Exhibit IX: Scope of Contractor Deliverables/Financial Obligations
- 1.9. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 1.10. **“County Agent”** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 1.11. **“County Data”** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to personally identifiable information (PII) as defined in Exhibit III. County Data includes Confidential Information as defined in this Contract.

- 1.12. **“County Network”** means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 1.13. **“Day”** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.14. **“Deliverables”** mean goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.15. **“Effective Date”** means midnight on the date listed on the first page of this Contract.
- 1.16. **“Expiration Date”** means 11:59:59 p.m. on the date listed on the first page of this Contract.
- 1.17. **“E-Verify”** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website:
<https://e-verify.uscis.gov/enroll>.
- 1.18. **“Intellectual Property”** means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 1.19. **“Iran-Linked Business”** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.20. **“Not to Exceed Amount”** means the dollar amount listed on the first page of this Contract, unless amended. The “Not to Exceed Amount” is not the County’s financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.21. **“Proposal”** means Contractor’s response or bid to the County’s Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.22. **“Purchase Order”** means the County’s written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.23. **“Purchasing”** means the Purchasing Unit of the Oakland County Compliance Office.

§2. CONTRACT TERM AND RENEWAL

- 2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.

- 2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met as set forth in Exhibit IX (Scope of Deliverables/Financial Obligations).

§3. CONTRACT ADMINISTRATION AND AMENDMENTS

- 3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in Exhibit IX. Unless otherwise stated in Exhibit IX, the County's Project Manager has no authority to amend this Contract.
- 3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.
- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.
- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is

outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.

- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 13 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

§4. CONTRACT TERMINATION

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense; or (b) if any third-party funding for this Contract is reduced or terminated.
- 4.1.2. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor for any reason, including convenience without incurring obligation or penalty of any kind, except as stated under County's Obligations Upon Termination set forth in Section 4.2 below. The effective date for termination or cancellation shall be clearly stated in the notice.
- 4.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon ninety (90) Days' notice to the County, if the County breaches any duty or obligation contained herein and within such notice period has failed or has not attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.

County's Obligations Upon Termination. The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.

- 4.3. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials and property provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees, upon full payment for such Deliverables (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take commercially reasonable action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.
- 4.4. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.

§5. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, or any Amendments to this Contract.
- 5.2. **INTENTIONALLY OMIT.**
- 5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.
- 5.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested in writing by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of County's acceptance of such Deliverable. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor. The County will pay undisputed invoice amounts to

Contractor within thirty (30) days from the date the County receives the invoice. If payment on invoices is past due more than sixty (60) days from the date the County receives the invoice, Contractor reserves the right to terminate the Agreement or the applicable SOW or suspend the Services until payment is received upon fourteen (14) days written notice to County.

- 5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact at least ten (10) Days before this event.
- 5.6. **No Obligation for Penalties/Costs/Fines.** The County shall not be responsible for any cost, fee, fine, penalty incurred or suffered by Contractor in connection with or resulting from the performance of this Contract under any circumstances.
- 5.6.1. **County's Limitation of Liability.** Except for County's payment obligation under this Contract, the County shall not be responsible for any direct, indirect, special, incidental, or consequential damages incurred or suffered by Contractor in connection with or resulting from the performance of this Contract.
- 5.7. **Set-Off of County Costs.** If the County incurs any costs associated with the duties or obligations of Contractor under this Contract, then the County has the right to set-off those costs from any amounts due and owing Contractor. This set-off includes withholding payment in an amount equal to the cost of any County-provided equipment, supplies, or badges that are not returned by Contractor upon completion, termination, or cancellation of this Contract.
- 5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

§6. CONTRACTOR'S WARRANTIES AND ASSURANCES

- 6.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 6.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 6.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the County, if requested.
- 6.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all

applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.

- 6.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 6.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 6.7. **Contractor Employees.**
- 6.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 6.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 6.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 6.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display a County-provided identification badge at all times while working on County premises. In order to receive a County identification badge, a Contractor Employee shall sign the "Acknowledgement of Independent Contractor Status" form, Exhibit VIII to this Contract. Contractor shall return all County-provided identification(s) upon completion of Contractor's obligations under this Contract.
- 6.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of

work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.

- 6.7.6. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.
- 6.7.7. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.
- 6.8. **Acknowledgment of Independent Contractor Status.**
- 6.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and the limitations independent contractors have of this status.
- 6.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.
- 6.8.3. **County Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are

retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.

- 6.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.
- 6.8.5. **Independent Employment Status.** If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VIII, Acknowledgement of Independent Employment Status, prior to performing services for the County.
- 6.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 6.10. **E-Verify.** In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.
- 6.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 6.12. **Foreign Adversary Certification.** If Contractor supplies technology or equipment to County, Contractor certifies that the technology and/or equipment was not produced, assembled or manufactured by a foreign adversary, as defined, and as prohibited by the federal government.
- 6.13. **Taxes.**

- 6.13.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 6.13.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 6.14. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 6.15. **Warranty for Goods.** Reserved.
- 6.15.1. **INTENTIONALLY OMIT.**
- 6.15.2. **INTENTIONALLY OMIT.**
- 6.15.3. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 6.16. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a website, Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a description of conformance with the above-mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document. Any additional compliance requirements shall be specified in the Scope of Contractor's Deliverables Exhibit IX.
- 6.17. **Standard Performance.** Contractor agrees that the Deliverables (also referred to herein as "Services") provided for herein will be performed in a professional manner in accordance with recognized professional consulting standards for similar services and that qualified personnel will be assigned for that purpose. In providing the Services, Contractor and its personnel shall exercise reasonable care. Contractor cannot guarantee or assure the achievement of any particular performance objective, nor can Contractor guarantee or assure any particular outcome for County or any other person as a result of this Agreement or the performance of the Services. If, during the performance of these Services or within one year following completion of the Agreement, such Services will prove to be faulty or defective by reason of a

failure to meet such standards, Contractor agrees that upon prompt written notification from County prior to the expiration of the one-year period following the completion of the Agreement of any such fault or defect, such faulty portion of the Services will be redone at no cost to County up to a maximum amount equivalent to the cost of the Services rendered under this Agreement. THE FOREGOING WILL CONSTITUTE CONTRACTOR'S SOLE WARRANTY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE SERVICES AND THE ACTIVITIES INVOLVED IN ITS PREPARATION, AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

§7. LIABILITY

- 7.1. **Contractor Indemnification.** Contractor shall indemnify, defend, and hold the County harmless from all third-party Claims, directly asserted against the County by any person or entity, which have been caused from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contract.
- 7.2. **No Indemnification from the County.** Contractor shall have no rights against the County for indemnification, contribution, subrogation, or any other right to be reimbursed by the County, except as expressly provided herein.
- 7.3. **Limitation of Liability.** Except as otherwise provided, Contractor's aggregate liability for all claims, losses, liabilities, or damages in connection with this agreement or its subject matter, whether as a result of breach of contract, tort (including negligence), or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Contractor for the particular Service giving rise to the liability under the applicable Statement of Work. In addition, Contractor will not be liable for any lost profits, consequential, indirect, punitive, exemplary, or special damages. Also, Contractor shall have no liability to County arising from or relating to any third-party hardware, software, information, or materials selected or supplied by the County, unless the damages or liability is caused by Contractor. Notwithstanding the foregoing, the foregoing limitations of liability in this section 7.3 do not apply to the following items, which have a different liability cap as set forth as follows: Contractor's aggregate liability to County under this Contract for any indemnification obligations required by this Contract, insurance rights/policies required by this Contract, breach of confidentiality, Security Breach, infringement of intellectual property, or Contractor's gross negligence, willful misconduct, or fraud, will not exceed three million dollars (\$3,000,000.00).

- §8. CONTRACTOR PROVIDED INSURANCE.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.

§9. INTELLECTUAL PROPERTY

- 9.1. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 9.2. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Contractor shall only use the servicemarks as directed by the County in Exhibit VII.
- 9.3. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property; (b) upon full payment of all amounts due to the Contractor under this Contract, any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the County are works made for hire, created for, and owned exclusively by the County, unless otherwise specified in the Contract; (c) upon full payment of all amounts due to the Contractor under this Contract, Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County. Notwithstanding the above, Contractor will own its working papers, pre-existing materials and software, as well as any general skills, know-how, process, or other intellectual property (including a non-client specific version of any Deliverables) which Contractor may have discovered or created as a result of the services under this Contract.
- 9.4. **Infringement Remedies.** If, in either Party's opinion, any of the services or Deliverables supplied by Contractor or Contractor Employees is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor shall at its own expense: (a) procure for County the right to continue using the services or Deliverables, or if this option is not reasonably available to Contractor; (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by County with appropriate credits to County and reimburse County for any losses or costs incurred as a consequence of County ceasing its use and returning it.

§10. CONFIDENTIAL INFORMATION

- 10.1. **Contractor Use of Confidential Information.** Both Parties shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Both Parties shall not

reproduce, provide, disclose, or give access of Confidential Information to any Contractor Employee or third-party not having a legitimate need to know. Both Parties shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, both Parties may disclose the Confidential Information, if required by law, statute, or other legal process; provided that the receiving Party: (a) gives the disclosing Party prompt written notice of the impending disclosure; (b) provides reasonable assistance to the disclosing Party in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon either Party with respect to any Confidential Information which either Party can establish by legally sufficient evidence: (a) was in possession of or was known by the receiving Party, prior to its receipt from the disclosing Party, without any obligation to maintain its confidentiality; or (b) is obtained by receiving Party from a third-party having the right to disclose it, without an obligation to keep such information confidential. For the avoidance of doubt, the Parties' obligations under this provision are subject to the Michigan Freedom of Information Act.

- §11. COUNTY DATA.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this section apply:
- 11.1. Use of County Data.** Contractor and Contractor Employees shall have a limited license to County Data, including a license to collect, process, store, generate and display County Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than the County, without the County's prior written consent, unless otherwise provided for within an Exhibit to this Contract.
- 11.2. Unauthorized Access/Disclosure or Theft of County Data.** Contractor or Contractor Employees shall notify the County's Chief Information Officer as soon as practicable but no later than forty-eight (48) hours of "Discovery" of suspected unauthorized access, acquisition, disclosure, or theft of County Data (a "Security Breach"). "Discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employees or should have been known by exercising reasonable diligence. Upon Discovery of a Security Breach, Contractor shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County. If Contractor uses or possesses County Data described in in Exhibit II (HIPPA), Exhibit III (PII), or Exhibit IV (CJIS), Contractor shall follow the procedures in the applicable Exhibits governing the unauthorized access/disclosure or theft of County Data.
- 11.3. Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not permit Contractor Employees to

store County Data on portable devices, including personal computers, except for portable devices that encrypt data at rest and are used and kept within the U.S. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.

- 11.4. **Requirements for PCI Data.** Reserved.
- 11.5. **Response to Legal Request for County Data.** If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.
- 11.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.
- §12. **INFORMATION TECHNOLOGY STANDARDS.** If Contractor provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:
 - 12.1. **County Standards.** If Contractor and Contractor Employees that will be given access to the County Network, Contractor and Contractor Employees shall comply with the County Electronic Communications and Use of Technology Policy.
 - 12.2. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access to the County Network and County Data. Such measures shall be in accordance with standard security industry practice and not less stringent than the measures Contractor applies to protect its own data of a similar kind.
 - 12.3. **Completion of County Security Questionnaire.** Contractor warrants it has completed the County's security questionnaire. Each year, prior to the anniversary date of this Contract, and upon receipt of the County's security questionnaire, Contractor shall provide the County with the answers to the County's security questionnaire.
- §13. **GENERAL TERMS AND CONDITIONS**
 - 13.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.

- 13.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management or successor.
- 13.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities, and anything stored thereon in a clean, safe, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.
- 13.4. **Removal of Contractor's Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County shall dispose of it and bill Contractor for any costs associated with the removal and disposal.
- 13.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third-party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all costs associated with repairing and/or replacing the damaged property or facilities.
- 13.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 13.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 13.8. **Discrimination.** Contractor, and its subcontractors under this Contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
- 13.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the County and any

County Agent. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees and all relatives of Contractor Employees who: a) are employed by the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Contractor shall also disclose to the County the identity of all County Agents and all relatives of County Agents who: a) are employed by Contractor on the date the Contract is executed; and b) become employed by Contractor during the term of the Contract.

- 13.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.
- 13.11. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of three years after final payment, but no more than once annually. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.
- 13.12. **Assignments/Delegations/Subcontracts.**
 - 13.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.
 - 13.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.
 - 13.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole

point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.

- 13.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.
- 13.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 13.14. **No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.
- 13.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Definitions, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** Contractor's Warranties and Assurances, **Section 7.** Liability, **Section 8.** Contractor Provided Insurance, **Section 9.** Intellectual Property, **Section 10.** Confidential Information, **Section 11.** County Data, **Section 13.** General Terms and Conditions; and if incorporated into this Contract, Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements), Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information) and Exhibit IV: Requirements for Contractors with Access to CJIS Data (Criminal Justice Information Security).
- 13.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 13.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 13.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond

their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.

13.18. **Notices.**

13.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a receipt of confirmation, if sent by e-mail or fax.

13.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.

13.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.

13.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.

13.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

13.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

13.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid,

Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

- 13.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 13.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 13.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

EXHIBIT I**CONTRACTOR INSURANCE REQUIREMENTS**

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☒ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages – As Needed

1. ☒ **Professional Liability/Errors & Omissions Insurance** (i.e., Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor provides professional services that the County relies upon.
2. ☒ **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor has access to County IT systems and/or stores County data electronically.
3. ☐ **Commercial Property Insurance**. The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
4. ☐ **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence shall be required when liquor is served and/or provided by Contractor.
5. ☐ **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when storage, transportation and/or cleanup & debris removal of pollutants are part of the services utilized.
6. ☐ **Medical Malpractice Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when medically related services are provided.
7. ☐ **Garage Keepers Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when County owned vehicles and/or equipment are stored and/or serviced at the Contractors facilities.
8. ☐ **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall in no way limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide 30 days' notice of cancellation/material change endorsement.
9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT III

**REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO COUNTY PII
(Personally Identifiable Information)**

Exhibit III governs the requirements for Contractors with Access to Personally Identifiable Information (PII).

1. DEFINITIONS

- 1.1 **Security Breach** means the unauthorized access, acquisition, theft, or disclosure of PII.
- 1.2 **PII** (Personally Identifiable Information) means a name, number, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts, including, but not limited to, a person's name, address, telephone number, driver's license or state personal identification card number, social security number, place of employment, employee identification number, employer or taxpayer identification number, government passport number, health insurance identification number, mother's maiden name, demand deposit account number, savings account number, financial transaction device account number or the person's account password, any other account password in combination with sufficient information to identify and access the account, automated or electronic signature, biometrics, stock or other security certificate or account number, credit card number, vital record, or medical records or information as well as the first name or first initial and last name linked to a social security number, driver's license or state personal identification card or financial account number in combination with a code or password that would permit access to a person's financial account(s) and as otherwise may be defined by state or federal laws governing the unauthorized access to personal information.

2. OBLIGATIONS

- 2.1 Contractor shall not use or disclose PII other than as permitted or required by this Contract or as required by law.
- 2.2 Contractor shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, receives, maintains or transmits on behalf of the County.
- 2.3 Contractor shall mitigate, to the extent practicable, any harmful effect known to Contractor of the use or disclosure of PII in violation of law or this Contract.
- 2.4 If Contractor or Contractor Employees discover a Security Breach, Contractor shall notify the County without unreasonable delay, but no later than within forty-eight (48) hours of discovery. For this purpose, "discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employee or should have been known by exercising reasonable diligence. Contractor shall be deemed to have knowledge of a Security Breach if the Security Breach is known or should have been known by exercising reasonable diligence by any person,

other than the person committing the Security Breach. The notification to the County shall include the following: (a) describe the Security Breach in general terms; (b) describe the type of personal information that is the subject of the Security Breach; (c) identify each individual whose PII has been breached or has reasonably believed to have been breached; (d) describe in general terms, what Contractor has done to prevent additional Security Breaches; and (e) provide any other available information in Contractor or subcontractor's possession that may be necessary to comply with Security Breach notification laws.

- 2.5 If the County determines it will provide the notice of the Security Breach to the affected individuals and/or to governmental authorities, Contractor shall reimburse the County for: (a) its costs in notifying the affected individuals; (b) the cost of third-party credit and identify monitoring services to each of the affected individuals with compromised PII for no less than twenty-four (24) months following the date of notification to each individual; and (c) costs associated with the Security Breach, including but not limited to any costs incurred by the County in investigating and resolving the Security Breach, including reasonable fees associated with such investigation and resolution. Without limiting Contractor's obligations of indemnification as described in the Contract, Contractor shall indemnify, defend, and hold harmless the County for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the County in connection with the Security Breach. Contractor shall reimburse County for the applicable costs described above within thirty (30) days of receipt of an itemization of costs incurred by the County because of the Security Breach.
- 2.6 Within ten (10) calendar days of its discovery of the Security Breach, Contractor shall provide the County with a detailed plan describing the measures Contractor will undertake to prevent a future Security Breach. The County shall have the right to audit, inspect and test Contractor's new safeguards put in place because of the Security Breach. Contractor shall be responsible for recreating lost County Data in the manner and on the schedule set by the County without charge to the County.

EXHIBIT V**FEDERALLY FUNDED CONTRACT REQUIREMENTS**

Exhibit V sets forth additional provisions for all federally funded contracts. To the extent that this Contract is funded, in whole or in part, by any federal award, the following provisions apply:

1. **Termination.** In addition to the termination rights set forth in Section 4 of this Contract, the County may terminate this Contract, in whole or in part, for cause upon notice to Contractor if Contractor breaches any duty or obligation in the Contract and fails to cure the breach, to the County's satisfaction, if applicable.
 - 1.1 **Right to Cure.** If the Contractor breaches this Contract, and the County, in its sole discretion, determines that the breach is curable, then the County must provide the Contractor with written notice of the breach and a time period (not less than thirty (30) Days) to cure the breach. The notice of breach and opportunity to cure do not apply in the following circumstances: (1) for successive or repeated breaches; (2) if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property; or (3) if the County terminates the Contract under this Section or Section A above. The effective date for termination or cancellation shall be clearly stated in the written notice.
 - 1.2 **Termination Deemed for Convenience.** If the County terminates the Contract for cause and it is determined, for any reason, that Contractor was not in breach of Contract, then the termination for cause shall be deemed a termination for convenience, effective as of the same date specified in the notice of breach.
2. **Contractor's Obligations Upon Termination for Cause.** If the Contract is terminated for cause, the County may require Contractor to pay all costs incurred by the County in terminating the Contract, including but not limited to, administrative costs, reasonable attorneys' fees, court costs, and any reasonable additional costs the County may incur to procure the Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages and cannot be excluded by any other terms included in this Contract; however, such costs shall not exceed 50% of the County's financial obligation under this Contract.
3. **Compliance with Laws.** Contractor shall comply with the following, if applicable:
 - 3.1 The Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - 3.2 The Copeland "Anti-Kickback" Act (40 U.S.C. 3145 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States");

- 3.3 The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- 3.4 The requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;
- 3.5 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- 3.6 All mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*); and
- 3.7 The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 *et seq.*)
4. **Debarment and Suspension.** Contractor certifies that it is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). Contractor must promptly notify the County, if Contractor is listed in SAM at any time during the term, renewal, or extension of this Contract. If Contractor is listed in SAM, the County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor.
5. **Equal Employment Opportunity.** If this Contract meets the definition of "Federally Assisted Construction Contract" under 41 CFR Part 60-1.3, then during the performance of this Contract, Contractor agrees as follows:
 - 5.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 5.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - 5.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5.4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5.5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 5.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 5.7 The Contractor will include the portion of the sentence immediately preceding paragraph E (1) and the provisions of paragraphs E (1) through E (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT VII

LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter “Mark”), described and listed in the Servicemark Guidelines (below), for programs and activities that are related to the governmental services provided by Oakland County, specifically:

The Mark may be used on: (Applicable if Checked):

- ☒ Printed materials
- ☒ Electronic materials
- ☒ Contractor’s website: www.guidehouse.com.

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County’s rights in the Mark.

The County may terminate Contractor’s rights under this Exhibit, if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

Servicemark Guidelines

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

OAKLAND COUNTY, MICHIGAN

LOGO BRAND STANDARDS


PRIMARY LOGO

Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.


However, **only one style of logo may be used per publication**. For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.

Pick one logo style for each publication and use it throughout, do not mixed styles.

HORIZONTAL "TWO TREES" LOGO







STACKED LOGO



LOGO VARIATIONS

Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.








BRAND COLORS

The primary Oakland County logos use the following brand colors.

Color	PMS	CMYK	RGB	HEX
Destination Oakland Blue	347	84.15.78.2	0.154.102	#009A66
Prosper Orange	Black C	0.0.0.100	0.0.0	#000000


Accent colors for the brand are pulled from two other major servicemarks for Oakland County. These colors may be used as secondary colors in publications.

WHITE SPACE

A prescribed amount of space around the logo must be maintained at all times.



QUESTIONS

For questions or clarification on these brand standards, please contact:

Pam Tremble
Graphic Designer
County Executive Administration
(248) 858-8964 | tremblep@oakgov.com

Adobe Swatch Exchange
The official .ase file is available upon request

Do not provide copies to a third-party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.

EXHIBIT VIII**ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS**

I, _____, acknowledge that I am an employee or subcontractor of
(Name of Contractor's Company): _____

(hereinafter "Company") under Contract #: _____, and

- At all times during my assignment at Oakland County, I will remain an employee or subcontractor of the Company
- I am not an employee of Oakland County; and,
- I may not represent myself as an employee of Oakland County.

I understand that:

- Company is responsible for establishing the conditions of my assignment to Oakland County; and
- Company is solely responsible for compensating me for my services; and
- I understand and agree that as an employee or subcontractor of Company, I am not eligible to participate in or accrue any benefits under any of Oakland County's employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability dental and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee, I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Contractor.

I acknowledge that:

- I have no copyright, patent, trademark or trade secret rights to any Oakland County Intellectual Property or any work developed by me while providing services to Oakland County; and,
- If I will be given access to the County Network, I will comply with the Oakland County Electronic Communications and Use of Technology Policy.
- I will comply with and sign the FBI Criminal Justice Information Services Security Addendum if I will have access to CJIS Data.

Signed: _____

Date: _____

Print Name: _____

Witness: _____

Date: _____

Print Name: _____

**Contractor or Contractor Employee must provide a copy of completed form to the Compliance Office - Purchasing Unit at Purchasing@oakgov.com to receive a County Identification badge.*

EXHIBIT IX SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

1. INTRODUCTION

Contractor will provide financial and Workday project management services to the County. The purpose of this Exhibit (Scope) is to further describe the duties and obligations of the Parties.

2. FINANCIAL SERVICES

- 2.1. Contractor shall provide the staff, Deliverables, and incidentals as needed to perform the financial services requested by the County for financial accounting, oversight monitoring, and/or auditing services for each project.
- 2.2. Contractor's Financial Services may include, but are not be limited to, the following (as requested by the County):
 - 2.2.1. Assist in Administering Federal and State grant monies;
 - 2.2.2. Provide project reports;
 - 2.2.3. Project Budgeting;
 - 2.2.4. Financial Forecasting;
 - 2.2.5. Recommend Internal Controls;
 - 2.2.6. Schedule and Conduct/Assist in Meetings
 - 2.2.7. The County may request, at County's sole discretion and option, that Contractor provide one or more full-time dedicated Contractor Employees to a project to make the day-to-day decisions on behalf of the County. All Contractor decisions made in performance of this Contract will be subject to County approval and oversight.
- 2.3. The County will issue a Statement of Work (SOW) for each project as needed by executing a Contract Amendment as described above in the Contract. The SOW will identify the deliverables, time of services needed, specific response information required, work performance evaluation, and payment criteria.
- 2.4. Payment will be based on the hourly rates submitted with a Not to Exceed (NTE) amount stated for each project.
- 2.5. The County and the Contractor may negotiate a lump sum payment schedule for projects in lieu of the stated hourly rates if applicable.
- 2.6. Pricing/Rates. Contractor shall perform the Deliverables for the County for the rates provided in the following rate table:



PURCHASING

OAKLAND COUNTY EXECUTIVE DAVID COULTER

Purchasing

(248) 858-0511 | purchasing@oakgov.com

Rate Sheet Event # 005180 RFP For Financial Consultants			
Job Titles Responsibility	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
Partner/Leader	\$310	\$318	\$327
Director	\$280	\$287	\$295
Manager	\$225	\$231	\$238
Senior Consultant	\$170	\$175	\$180
Consultant	\$145	\$149	\$154
Recovery Analyst III	\$120	\$123	\$127
Recovery Analyst II	\$65	\$67	\$69
Recovery Analyst I	\$45	\$47	\$49
Analyst	\$30	\$31	\$32

3. WORKDAY SERVICES

- 3.1. This section describes Contractor's obligations for Workday Project Manager and Workday Financial Implementation.
- 3.2. The Parties expect that Contractor will begin its Workday Project Manager services promptly after the effective date of this Contract. However, this does not obligate the County to request Contractor's services by any specific date.
- 3.3. Contractor will provide the Workday Project Manager services for the County at the rate of two-hundred thirty dollars per hour (\$230/hour) plus allowable travel expenses (if applicable) as provided below.
- 3.4. Additional Travel Expenses. Contractor may charge County for travel expenses as provided below:
 - 3.4.1. Actual Costs. All travel and living expenses (with the exception of per diem meal allowances) are billed at the actual costs incurred, with receipts for such costs retained by Contractor in accord with IRS guidelines. Contractor shall provide receipt copies for actual costs over twenty-five dollars.
 - 3.4.2. Airfare. County is responsible for the cost of round-trip coach airfare. Consultants purchase airline tickets as early as possible consistent with County schedules in order to obtain a reasonable fare. Discounted fares are normally non-refundable. County assumes the cost of any penalties due to cancellations as a result of County's changes in consultants' schedules. Contractor assumes the cost for any penalties arising from Contractor requested schedule changes.
 - 3.4.3. Lodging. Contractor will acquire lodging consistent with business travel rates for the area of County's offices. Contractor will use the lower of Contractor's or County's corporate rate at designated national brand hotels whenever possible.
 - 3.4.4. Per Diem. Meal expenses are calculated on a per diem basis using the allowed rate for a specific local or metropolitan area under the General Service Administration ("GSA") tables applicable to Federal employees traveling at government expense. GSA publishes Continental

US (CONUS) per diem tables for each local or metropolitan area annually on October 1. The per diem rate includes all meals, meal tips, and incidental expenses. The per diem rate is prorated for partial days of travel away from home according to the GSA guidelines. Refer to the GSA website for per diem rates at www.gsa.gov/perdiem, and the meal per diem breakdown at www.gsa.gov/mie. Foreign Per Diem Rates can be found at http://aoprals.state.gov/web920/per_diem.asp.

- 3.4.5. Car Rental. Car rental is for a four-door mid-sized car. Contractor will attempt to share transportation whenever possible.
- 3.4.6. Trains/Taxis. County will be billed for the cost of taxi, bus, shuttle, or train fare to County's offices. Contractor will attempt to use the most cost and time effective means for commuting to the County's site.
- 3.5. Contractor shall perform the following duties for County, which are the anticipated Contractor project manager duties for this Workday Implementation project:
 - 3.5.1. Manage the project to completion with Implementer Project Manager and County Business Process Manager;
 - 3.5.2. Develop, manage, and maintain the Project Work Plan in collaboration with Implementer Project Manager including;
 - 3.5.3. Assess the current state, identify gaps in the current plan, develop schedule for completion;
 - 3.5.4. Schedule management
 - 3.5.5. Recommend a resource plan and allocation
 - 3.5.6. Tracking and status of the various workstreams (e.g. critical path, milestones, key activities, % complete)
 - 3.5.7. Manage the issue and key decision log
 - 3.5.8. Establish deadlines and evaluation milestones
 - 3.5.9. May assign responsibilities to available project participants
 - 3.5.10. Escalate issues and potential risks to the Steering Committee that may impact the go-live date
 - 3.5.11. Signs off on key implementer project milestones in coordination with County throughout the project
 - 3.5.12. Lead established Steering Committee meetings
 - 3.5.13. Work directly with the County and implementer Project Managers as well as implementation staff to manage deliverables of implementation
 - 3.5.14. Identify and recognize the Workday application "touchpoints" and aid in the change management and testing processes

4. CONTRACT AND SCOPE DURATION

This Contract (including the Scope) shall have an initial term (duration) of one (1) year. The County, at its sole discretion and option, may renew this Contract in whole or in part after the expiration of the initial one (1) year term by way of executing a Contract Amendment as provided above in the Contract.

5. PARTICIPATING PUBLIC BODY TERMS

- 5.1. General Description of Oakland County, MI. Oakland County, Michigan is in the southeast quadrant of Michigan. The county covers approximately 910 square miles, encompasses 61 cities, villages, and townships (CVTs), and 29 school districts.
- 5.2. Pricing for other PPBs. Contractor agrees to provide the Deliverables/Services described in this Exhibit to a PPB for the prices stated in this Contract/Exhibit.
- 5.3. Separate Contract for PPBs. The Contractor and other Participating Public Body (PPB) will be responsible for establishing an agreement for services as requested. County shall not be a party to a contract between Contractor and a PPB. County shall not have any liability, of any sort, for any harm or action that may arise from purchases made by any PPB pursuant to the terms of this Contract. PPBs must deal directly with Contractor for any transactions such as purchases, invoices, price questions, disputes, etc. that relate to their individual agreement with Contractor.
- 5.4. Administrative Fee for PPB. Contractor shall pay County an Administrative fee in the amount of one-and one-half percent (1.5%) of the total contract revenues that Contractor receives from any PPB(s). Contractor's Administrative fee payment will be made to County on a quarterly or semi-annual basis, as mutually determined by the Parties.
 - 5.4.1. Every six months Contractor shall provide County with a "Contract Usage Statement" which means the names, services, quantities purchased, and dollar amount of each agreement signed by a PPB and Contractor for services based on the pricing or terms in this Contract.
- 5.5. PPB definition. "PPB" stands for Participating Public Body, which means an entity created by state or Federal law which is primarily funded by or through a governmental authority and which purchases Contractor's services pursuant to an agreement that uses or is based on the pricing or terms in this Contract.



Oakland County, Michigan
Event # 005180

Financial Consulting Services

Response to Request for Proposal (RFP)

March 29, 2021

Provided to:
Oakland County, Michigan
Scott Guzzy
2100 Pontiac Lake Rd.
Waterford, MI., 48328
guzzys@oakgov.com

Provided by:
Guidehouse Inc.
Jeffrey S. Bankowski
Partner
2941 Fairview Park Dr., Ste. 501
Falls Church, VA 22042-4543
Telephone (734) 644-0595
jbankowski@guidehouse.com
www.guidehouse.com

Michigan Branch Office:
1001 Woodward Ave, Suite 500
Detroit, Michigan 48226

Taxpayer Identification Number (TIN): 36-4094854
Data Universal Numbering System (DUNS): 022582428
Commercial and Government Entity (CAGE) Code: 1HLR9

guidehouse.com

2021-128

This proposal includes data that is proprietary and confidential to Guidehouse and shall not be disclosed outside the recipient's organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. However, if a contract is awarded to this offeror as a result of, or in connection with, the submission of these data, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information contained in these data if they are obtained from another source without restriction. The data subject to this restriction are contained in specified pages/sheets herein.

This proposal does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory engagement contract including modifications to certain RFP terms and conditions and including our standard terms and conditions and fees and billing rates established therein.

Table of Contents

Section	Page
1. Letter of Interest.....	1-1
2. Executive Summary	2-1
3. Firm Overview	3-1
4. Project Manager/Key Staff/Team Experience.....	4-1
4.1 Resumes – Project Manager.....	4-1
4.1.1 Niki Gates, Project Manager	4-1
4.2 Resumes – Key Personnel.....	4-2
4.2.1 Jeff Bankowski, Engagement Partner.....	4-2
4.2.2 Raquel Malmberg, Project Director	4-3
4.3 Resumes – Team Experience	4-4
4.3.1 John Gianopoulos, Senior Consultant	4-4
4.3.2 Michael Suhr, Senior Consultant.....	4-5
4.3.3 Laura Milstead, Consultant	4-6
4.4 Resumes – Subject Matter Experts	4-7
5. Fee Proposal.....	5-1
6. References on Similar Projects	6-1
6.1 State of Michigan – COVID-19 Program Compliance and Monitoring	6-1
6.2 Wayne County, MI – COVID-19 Disaster Recovery	6-1
6.3 City of Detroit, COVID-19 – Disaster Recovery	6-2
6.4 Cook County, IL COVID-19 – Disaster Recovery	6-3
6.5 Harris County, TX – COVID-19 Disaster Recovery	6-3
Appendix A. Subject Matter Experts’ Resumes	A-1
A.1 Kajal Patel, FEMA Disaster Recovery Expert.....	A-1
A.2 Phillip Pierce, Quality Assurance	A-2
A.3 Crystal Wolf, Accounting & Advisory, Uniform Guidance	A-3
A.4 Jeff Reese, COVID-19 Accounting and Financial Strategy.....	A-5
A.5 Eric Chism, Internal Controls	A-7
A.6 Dami Kehinde, Federal Grant Management	A-8
A.7 Rob Reid, Federal Eligibility & Compliance	A-9
A.8 Minden Koopmans, Grants Management and Diversity, Equity and Inclusion	A-10
A.9 Rebecca Guerriero, American Rescue Plan Strategy	A-11
Appendix B. Bidder Information and Signature Page	B-1
Appendix C. Exceptions Document.....	C-1

List of Figures

Figure	Page
Figure 1. Our Financial Consulting Engagements on COVID-19.....	2-1
Figure 2. The Five Priorities of Recovery Management	2-1
Figure 3. We Are the Leader in Michigan on COVID-19 Financial Consulting Services.....	2-2

Attachment 2

Figure 4. Our Organizational Structure	3-1
Figure 5. Our COVID-19 Financial Management by County Size	3-2
Figure 6. Organizational Chart	3-5

List of Tables

Table	Page
Table 1. A Sample of Our Public Sector Clients.....	3-2
Table 2. Guidehouse’s Ongoing and Completed Projects	3-3
Table 3. Relevant Experience of Subject Matter Experts	4-7
Table 4. Three (3) Year Rate Sheet for Financial Consulting Services	5-1



1. Letter of Interest

March 29, 2021

Scott Guzzu
Oakland County Michigan
2100 Pontiac Lake Rd.
Waterford, MI., 48328

**Subject: Request for Proposal Response | Event # 005180
Financial Consulting Services**

Dear Mr. Guzzu:

On behalf of Guidehouse Inc., and our subcontractor Pierce, Monroe & Associates, LLC (PMA), we are pleased to submit to Oakland County our proposal to provide financial consulting services as well as support and administer federal and state grants for COVID-19 programs for its residents, CVT's, and businesses. This Letter of Interest expresses our commitment to be considered for the RFP, and we believe Guidehouse is uniquely qualified to assist Oakland County based on our similar work completed with Oakland County over the last year.

Guidehouse has provided COVID-19 financial consulting services for the City of Detroit, Wayne County and the State of Michigan – and numerous states and cities across the nation. We know that the effective financial management of federal and state stimulus can set the course for how quickly Oakland County and its communities can recover from the devastating health and economic impacts of the virus. We are honored to be considered for such a critical responsibility and are confident that you will find that our proposal offers the best value and complete solution.

Guidehouse is a leading global provider of consulting services to the public sector with broad capabilities in management, technology, and risk consulting. Headquartered outside of Washington D.C., with local offices in Detroit and Ann Arbor, the company has more than 8,000 professionals in over 50 locations globally.

We confirm our availability to dedicate time, key project staff and resources to serve the County over the next year. Additionally, we confirm and are honored to offer the same services to other governmental entities.

Guidehouse appreciates the opportunity to be considered for this important project and if selected, will provide Oakland County with a team of professionals committed to your success. If you have any questions about our proposal, please contact Manager – Contracts, Michael Schulien, at (703) 409-7112 or me at (734) 644-0595.

Sincerely,

A handwritten signature in blue ink that reads "Jeff Bankowski".

Jeffrey S. Bankowski
Partner

2. Executive Summary

Today, Guidehouse is the largest consulting firm in the world that works equally in the public and commercial sectors. Since the pandemic began in March 2020, Guidehouse has been at the forefront and engaged across the country on financial consulting services to support federal, state, county, and city governments as they respond to the crisis. As such, we are acutely aware that the COVID-19 pandemic is unlike any other crisis we have seen with no known certainty of how long this crisis will last or the implications of future COVID-19 variants. Guidehouse's roots are based in over 100 years of experience in accounting, budgeting, and auditing for government institutions. We are confident that our team will best support you with financial consulting services for the following reasons:

We are a national leader in Federal and State grant administration and are currently engaged with numerous public sector entities across the country for similar financial consulting services as requested in this RFP.

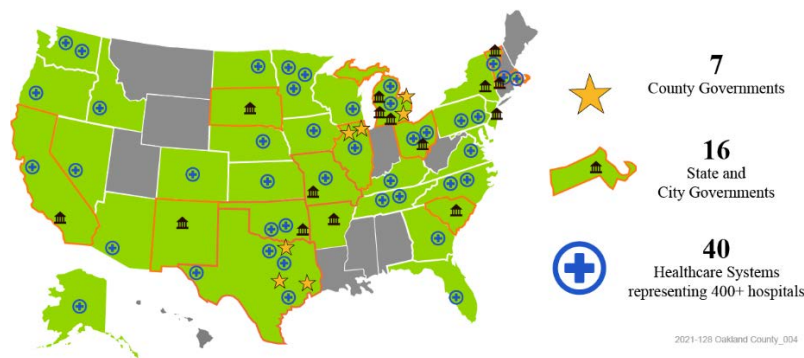


Figure 1. Our Financial Consulting Engagements on COVID-19

Due to our extensive national footprint, we have established a dedicated COVID-19 Center of Excellence (COE) focused on obtaining real-time information and leading practices from across the country. The COE is co-led by Raquel Malmberg and Robert Reid who have previously supported Oakland County and are included as key personnel to continue supporting this project. Our team has advised on numerous federal grants including, but not limited to, CARES Act (CRF), the Consolidated Appropriations Act (CAA), DOJ, FEMA PA, and CDBG-DR, and have overseen the administration of over \$1 billion dollars for state and local governments in response to the COVID pandemic. A brief highlight of our services is below, see **Figure 2**:

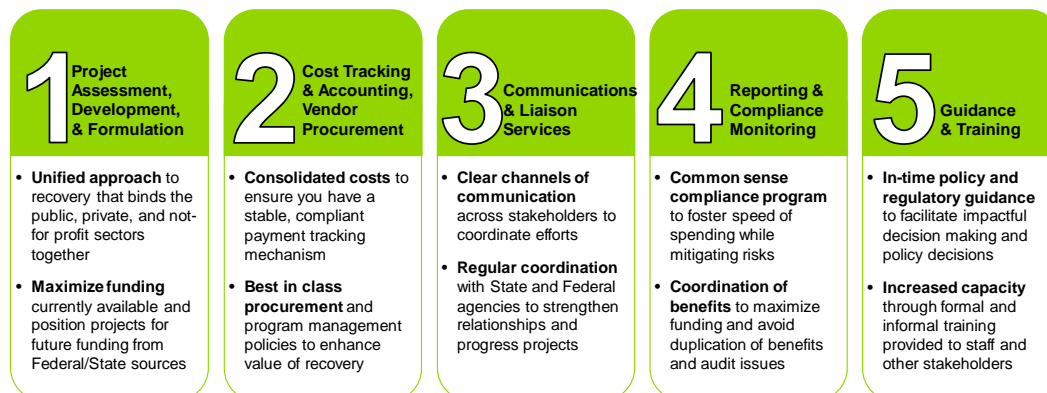


Figure 2. The Five Priorities of Recovery Management

In Michigan, we are an undisputed leader on COVID-19 Financial Consulting Services. You already know us as your existing advisor for Oakland's COVID-19 Disaster Response. As shown in **Figure 3**, we are also leading COVID-19 financial advisory services across the state. We have overseen Wayne County's \$50 million small business grant as well as administered MEDC's Small Business Restart Grant and MEDC's Small Business Survival Grant, totaling over \$70 million distributed. Over the last 6 months, we have presented to City and County legislative and oversight committees across the State on the various federal legislation designed to support the response to and recovery from the COVID-19 crisis. Based on our work in

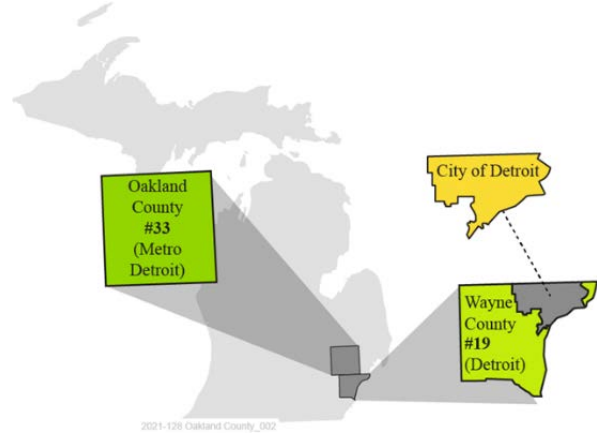


Figure 3. We Are the Leader in Michigan on COVID-19 Financial Consulting Services

Michigan, your engagement team was selected as the keynote speaker for the Michigan Association of CPAs' December Governmental Conference in conjunction with the State of Michigan Department of Treasury on the CARES Act, FEMA, and the PPP. Currently, we are engaged with the Michigan Department of Health and Human Services (MDHHS), the Michigan State Police (MSP), and the State Budget Office (SBO), and have direct experience working with its Emergency Management and Homeland Security Division who oversee various aspects of the Michigan pandemic response. We also serve on a pro-bono basis at The Center for Local, State, and Urban Policy (CLOSUP) at the University of Michigan's Gerald R. Ford School of Public Policy producing fiscal strategy and resource guides for using federal CARES Act funds for Michigan's public sector entities. We are the only large professional services firm on the collaboration which also includes project advisors from the Michigan Association of Counties. We live, work, and play in Michigan.

We have extensive experience in federal disaster cost recovery services. Our proposed team has worked with several communities in Michigan, New York, Texas, Puerto Rico, New Jersey, California, Pennsylvania, Vermont, Colorado, Alaska, Washington, Oregon, North Carolina, South Carolina, Ohio, and Missouri on several federal grants, including FEMA PA, FEMA HMGP, CDBG, CDBG-DR, SSBG, FHWA, USACE, and SBA, amongst others. For the past 8 years, Guidehouse has proudly been assisting the New York Governor's Office of Storm Recovery in administering its \$4.4 billion CDBG-DR program for its infrastructure, housing, buyout, acquisitions and small business recovery as a result of Superstorm Sandy. Additionally, following the devastating effects of Hurricane Harvey in Texas, Harris County engaged Guidehouse to oversee over \$1 billion of grant funding related to infrastructure, housing, and economic development projects. Finally, we have direct experience working with the DOJ on numerous occasions, including recently with the City of Detroit on their grant application for the Edward Byrne Justice Grant (JAG) – Coronavirus Emergency Supplemental Funding (CESF) Program.

Primary Contact Authorized to Make Representations for the Firm. Jeffrey Bankowski, Partner

3. Firm Overview

Guidehouse is a national leader in financial consulting to the public sector with a strong history of supporting U.S. government agencies for more than 120 years. Headquartered outside of Washington D.C. with regional offices in Detroit and Ann Arbor, Guidehouse has more than 8,000 professionals in over 50 locations worldwide. On October 11, 2019, Guidehouse LLP completed its previously announced acquisition of Navigant Consulting Inc. Our combined company has unmatched experience supporting government clients.

Our Organizational Structure is shown in **Figure 4**.

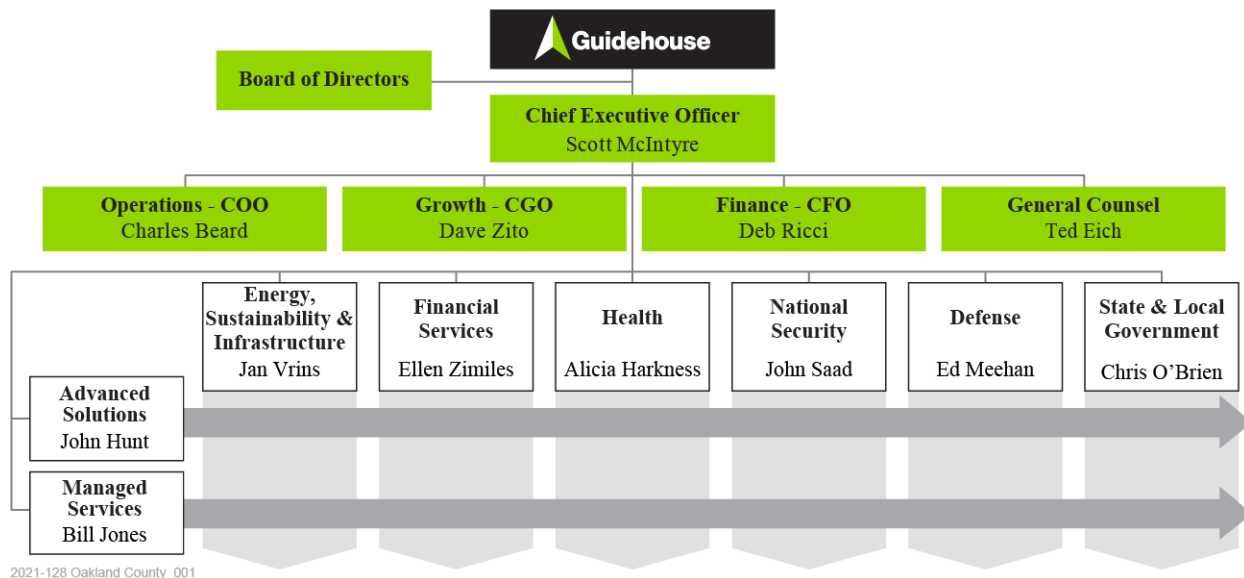


Figure 4. Our Organizational Structure

Our team has spent the last few decades helping counties, cities, and states respond to and recover from a number of crises, including many catastrophic natural disasters. We have recently provided crisis leadership and strategy to the City of Detroit, the City of Albuquerque, the City of Dayton, South Carolina, Vermont, and six of the largest counties in the United States. As shown in **Figure 5**, our current work with Wayne County, Oakland County, and the City of Detroit also provides us insight and understanding of the State of Michigan's approach to the COVID-19 crisis, which will allow us to better serve Oakland County.

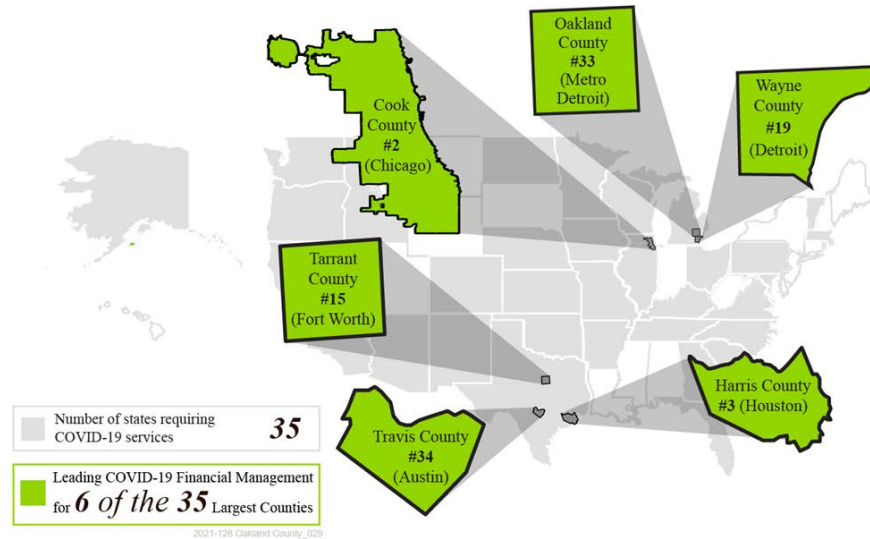


Figure 5. Our COVID-19 Financial Management by County Size

We have provided support and services for government entities all around the country. A sample of our public sector clients is shown in **Table 1**.

Table 1. A Sample of Our Public Sector Clients

Federal Government	State Government	Local Government
<ul style="list-style-type: none"> Center for Disease Control Department of Agriculture Department of Defense Department of Education Department of Energy Department of Health and Human Services Dept. of Homeland Security Dept. of Housing & Urban Dev. Department of the Interior Department of Justice Department of State Department of Transportation Department of Treasury Department of Veterans Affairs Executive Office of the President Federal Emergency Management Agency U.S. Intelligence Agencies 	<ul style="list-style-type: none"> State of Alabama State of Arizona State of Arkansas State of California State of Colorado State of Florida State of Kansas State of Kentucky State of Illinois State of Massachusetts State of Michigan State of Minnesota State of New York State of New Jersey State of Ohio State of Oklahoma State of South Carolina State of South Dakota State of Texas State of Vermont State of Virginia State of Wisconsin Commonwealth of Puerto Rico 	<ul style="list-style-type: none"> Oakland County, Michigan Wayne County, Michigan City of Detroit Detroit Land Bank Authority Cook County, Illinois Harris County, Texas Tarrant County, Texas Travis County, Texas City of Albuquerque City of Chicago, CPS. CTA City and County of Denver City of Houston City of Jersey City City of Joplin City & County of Los Angeles City of Memphis City of Minneapolis City of New York City of Philadelphia City of Sacramento City of Santa Monica City of San Jose City of Seattle

At any point in time, with over 8,000 employees and 50 global offices, we have numerous engagements occurring across the country. Guidehouse is committed to supporting Oakland County and has no concerns on our capacity to perform or our ability to provide the services. We are also committed to continuing to provide any additional services during any extension period if needed by the County. Due to the far-ranging nature of our practices, we have prepared a list

of the contracts in **Table 2** that are most relevant to some of the personnel being proposed for this work.

Table 2. Guidehouse's Ongoing and Completed Projects

Client	Project Name	Project Dates	Administer Grant	Project Auditing	Project Budgeting	Financial Forecasting	Internal Controls	PMO and Reporting
State of Michigan	Title of Project: COVID-19 Program Compliance and Monitoring Project Description: Provide federal compliance and grant management expertise for Funded Programs, including but not limited to CRF, CRF/FEMA, Consolidated Appropriations Act of 2021/H.R.133, and any additional stimulus funding related to the COVID-19 Funded Programs.	October 2020 – Ongoing		★			★	★
Wayne County	Title of Project: Disaster Cost Recovery Services for COVID-19 Project Description: Guidehouse is helping the County maximize federal, state, and other COVID-19 reimbursements and coordinate reporting across funding agencies including the U.S. Department of Treasury and FEMA.	June 2020 – Ongoing	★	★	★	★	★	★
City of Detroit	Title of Project: COVID-19 Disaster Recovery Project Description: Guidehouse is strategically positioning the City to maximize federal, state, and other COVID-19 reimbursements, including coordination between FEMA and CARES Act funding based on the latest guidance available.	April 2020 – Ongoing	★	★	★	★	★	★
Cook County, IL	Title of Project: COVID-19 Response Services Project Description: Guidehouse is providing management support for tracking the County's costs related to the COVID-19 response and ongoing training on FEMA guidelines for the various municipalities and taxing districts within Cook County that are submitting separate applications for Public Assistance.	April 2020 - Ongoing	★	★	★	★	★	★
Harris County, TX	Title of Project: Hurricane Harvey Disaster Recovery Program Management Project Description: Guidehouse provides overall grant administration, project management, and financial oversight for several federal and state agencies including FEMA, FHWA, HUD, TDEM, and GLO related to Hurricane Harvey relief.	January 2018 – Ongoing	★	★	★	★	★	★

Table 2. Guidehouse's Ongoing and Completed Projects

Client	Project Name	Project Dates	Administer Grant	Project Auditing	Project Budgeting	Financial Forecasting	Internal Controls	PMO and Reporting
Oakland County	Title of Project: Disaster Cost Recovery Services for COVID-19 Project Description: Guidehouse, as a subcontractor to Pierce, Monroe, & Associates, is helping the County maximize federal, state, and other COVID-19 reimbursements and coordinate reporting across funding agencies including the U.S. Department of Treasury.	June 2020 – Ongoing	★	★	★	★	★	★
State of South Dakota	Title of Project: COVID-19 Grant Management Services Project Description: To maximize the State's allocation of funding, Guidehouse is identifying funding and eligibility requirements and developing strategies for the State's response using a current state assessment and prioritization evaluation based on funding.	October 2020 – Ongoing	★					★
City of Detroit Office of the Chief Financial Officer	Title of Project: Financial Transformation Project Project Description: Guidehouse provides business process improvement recommendations to the OCFO Treasury Department related to revenue collections.	June 2019 – Ongoing			★	★	★	★
City of Dayton, Ohio	Title of Project: Disaster Cost Recovery Services for COVID-19 Project Description: Guidehouse is helping the City maximize federal, state, and other COVID-19 reimbursements and coordinate reporting across funding agencies including the U.S. Department of Treasury and FEMA.	July 2020 – Ongoing	★	★	★	★	★	★
Houston, TX	Title of Project: COVID-19 Response Services Project Description: Provided project management and technical assistance focused on managing documentation and maximizing grant funding.	March 2020 – July 2020 Completed					★	★
Puerto Rico	Title of Project: Recovery and Economic Development Project Description: Guidehouse provided support on several initiatives in response to Hurricanes Irma and Maria, including organizational stand-up and support as the "Invest Puerto Rico" organization began to deliver on its mission to increase foreign direct investment to Puerto Rico.	March 2018 – February 2019 Completed	★	★	★	★	★	★

Table 2. Guidehouse's Ongoing and Completed Projects

Client	Project Name	Project Dates	Administer Grant	Project Auditing	Project Budgeting	Financial Forecasting	Internal Controls	PMO and Reporting
City of Joplin, MO	Title of Project: EF 5 Tornado Recovery Program Management Project Description: Guidehouse was retained as the project administrator and project manager for HUD CDBG-DR funds received following a devastating tornado on May 21, 2011.	April 2017 – Ongoing	★	★	★	★	★	★
State of New York	Title of Project: Superstorm Sandy Recovery Program Management Project Description: Guidehouse supported the State's response and continues to support GOSR Infrastructure's FEMA PA Non-Federal Share Match Program,	September 2014 - Ongoing	★	★	★	★	★	★

As shown in **Figure 6**, we have included our proposed team organizational chart serving Oakland County. Our team is comprised of a Day-to-Day Guidehouse Engagement Team who will work closely with the technical and financial expertise of our Subject Matter Experts. We believe the Guidehouse team, which combines the program management capabilities of a trusted advisory brand with deep disaster recovery and response subject matter expertise, is a unique and winning solution for Oakland County's COVID-19 response efforts. Additionally, the Engagement Team has deep experience within Michigan assisting with various aspects of the COVID-19 Disaster Recovery including development of multi-million dollar and multi-site budgets for COVID-19 testing and vaccination, developing financial models to monitor and track COVID-19 expenses within the general ledger, standing up grant distribution programs for CARES Act and MEDC, and establishing robust set of internal controls to safeguard funds.

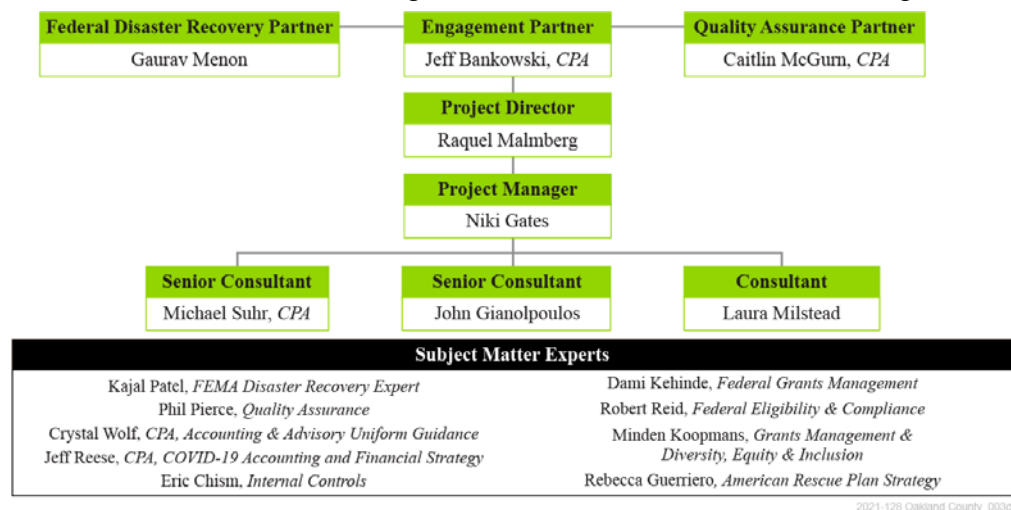


Figure 6. Organizational Chart

4. Project Manager/Key Staff/Team Experience

The Guidehouse team brings significant experience in working with the federal government, states and local governments in all areas of disaster recovery, including grants management, project management, stakeholder engagement, and compliance and monitoring. We come to the table with a deep bench of skills, experience, and insights. We are professionals with an eagerness to work closely with your team, no matter how challenging the recovery efforts. Each member of our team has experience successfully providing disaster recovery and response, accounting, and advisory services of similar nature, quality, and complexity and is highly qualified to assist you.

4.1 Resumes – Project Manager

4.1.1 Niki Gates, Project Manager

Name	Niki Gates
Proposed Position	Project Manager
Certifications	<ul style="list-style-type: none"> FEMA Emergency Management Institute: ICS 100, ICS 200, IS 700.a, IS 800.b
Degree/Education	<ul style="list-style-type: none"> Master of Public Affairs, Indiana University Bachelor of Arts, Eckerd College
Years of Experience	5 Years
Summary of Qualifications	
Ms. Niki Gates is an experienced disaster recovery professional and national service alumna with more than 5 years of experience in Emergency Management, Human Services, and Financial Consulting. She has extensive experience in disaster recovery, project management, grant management, strategic planning, program evaluation, data analysis & visualization, and logistics & personnel coordination.	
Relevant Experience	
<ul style="list-style-type: none"> For the State of South Dakota, Ms. Gates managed the reporting for use of federal funding to support the State response to the COVID-19 health pandemic. She coordinated with State agencies to identify, collect, and analyze the information required for reporting the use of the \$1.25 billion allocation of Coronavirus Relief Funds (CRF). She combined data from the State's general ledger, agency reports, and documentation, to present the use of CRF in compliance with U.S. Treasury reporting requirements. Finally, she worked with the State to ensure proper uploading of the quarterly data into the Treasury's Grant Solutions reporting portal. For Wayne County, Michigan, Ms. Gates supported the response to COVID-19 by managing financial reporting of \$207 million of CARES Act funding through the U.S. Treasury and State of Michigan. She accomplished this by: <ul style="list-style-type: none"> Leading the financial workstream by coordinating between the Management and Budget Office and all the departments and agencies within the County to obtain information on projected and actual expenses. Providing updates to the Chief Financial Officer and his team on a weekly basis regarding the status on reaching key deadlines for compliance reporting and remaining funds within the CRF budgeted programs. Identifying County needs to respond to the public health crisis and assessing the eligibility of expenditures in accordance to U.S. Treasury's CRF guidance. Developing tools for departments to report expenses and eligible labor activities and maintaining master financial models that align with grant reporting requirements. Coordinating expenses across multiple funding sources, including CARES Act, FEMA PA, and MDHHS, to maximize impact for County programs and operation by maintaining detailed budgets and expense trackers. Coordinating the data entry into the Treasury's Grant Solutions reporting system on a quarterly basis and working with the Chief Financial Officer and the Grant Contracts & Compliance Management Director to ensure proper review and signoff of the compliance documents. Developing a flexible \$80 million operational budget projection for the County's vaccination efforts to track and maximize the use of Federal and State grants, including a \$72 million expedited FEMA grant application. For the City of Dayton, Ohio, Ms. Gates served as a federal grants advisor to identify avenues to maximize funding for responding to COVID-19 and other community needs. She also assisted in the development and start-up of a community grants program. 	

Name	Niki Gates
<ul style="list-style-type: none"> • For a national service program, Ms. Gates managed a cohort of AmeriCorps VISTA volunteers in order to address community needs related to poverty. Through this position, she engaged with community partners to identify community needs, develop projects aligned with the AmeriCorps VISTA mission, and recruited skilled volunteers to carry out these projects. She also collected and analyzed project metrics and presented the data in a format compliant with the federal grant requirement. • For a national service program, Ms. Gates led an AmeriCorps NCCC team through disaster response projects focused on assistance to individuals in the aftermath of natural disasters. For the FEMA Individual Assistance cadre, she managed a Disaster Recovery Center to connect disaster survivors with appropriate resources and drafted a disaster grants guide for two flooding incidents and a tornado in Louisiana. For the FEMA Disaster Survivor Assistance cadre, she coordinated team canvassing efforts to identify, document, and respond to community needs following a hurricane in Florida. <p>Detailed References for Work Performed:</p> <ul style="list-style-type: none"> • Wayne County COVID <ul style="list-style-type: none"> – Wayne County COVID-19 – Hughey Newsome, Chief Financial Officer, Mobile Phone (330)-224-3920 – Wayne County COVID-19 – Aaron Wagner, Procurement Director, Mobile Phone (313)-452-7043 	

4.2 Resumes – Key Personnel

4.2.1 Jeff Bankowski, Engagement Partner

Name	Jeff Bankowski
Proposed Position	Engagement Partner
Certifications	<ul style="list-style-type: none"> • Certified Public Accountant • Certified Internal Auditor • Certified in Financial Forensics • Certified in Risk Management Assurance • Certified in (re)Vision Change Management
Degree/Education	<ul style="list-style-type: none"> • Master of Business Administration, DePaul University • Bachelor of Arts, University of Michigan
Total Years of Experience	25+ Years
Summary of Qualifications	
<p>Mr. Jeff Bankowski is Guidehouse's State and Local Government Transformation and Financial Effectiveness Leader and has more than 25 years of experience leading enterprise performance improvement and financial transformation in the public, private, and nonprofit sectors. Previously, Mr. Bankowski was the Chief Internal Auditor for the State of Michigan. In 2018, Mr. Bankowski was selected by the Association of Government Accountants (AGA) as the national award winner given in recognition of a state government professional who exemplifies and promotes excellence in government management for his work in financial management. Mr. Bankowski is a national thought leader on government finance and innovation and has spoken at the National Governors Association (NGA) Learning Lab, the American Society for Public Administration (ASPA) National Conference, and has taught in the Master's Program at the Gerald R. Ford School of Public Policy at the University of Michigan. Mr. Bankowski was a Board Member on the Executive Committee of the National Association of Chief Administrators (NASCA) which is composed of Cabinet-level and senior public and private officials that provide operational support and transformational change to State departments. In September 2019, Mr. Bankowski was appointed by the Government Finance Officers Association (GFOA) as an advisor to the Committee on Governmental Budgeting and Fiscal Policy. Mr. Bankowski has two decades of experience in financial consulting to the public and private sector.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For the City of Detroit and Wayne County, MI, Mr. Bankowski is the engagement partner leading the firm's work supporting the City and County to identify authorized use of CARES and CRF relief funds including verifying eligibility and creating financial projections of expenditures and dashboard/transparency reporting. • For the State of South Dakota and the City of Dayton, Mr. Bankowski is the engagement partner leading the firm's work providing financial consulting and grants management expertise for the public entities small business, nonprofit and healthcare grants as well as leading the respective entities PMO for COVID response. 	

Name	Jeff Bankowski
<ul style="list-style-type: none"> • For the State of Michigan, Jeff is the engagement partner supporting the State's COVID-19 Office of Accountability and responsible for leading compliance and grants management including CRF and Non-CRF funds. • For the State of Michigan, in the role of Chief Internal Auditor, Mr. Bankowski led the risk assessment and process review for the State operations including financial, operational, and performance-based audits. Mr. Bankowski supported DTMB in its roadmap to prioritize information technology control deficiencies at the request of the DTMB Director and the Legislature. • For the State of Michigan, Mr. Bankowski led the financial review and oversight team for Wayne, which had been declared by the Governor to be in a state of financial emergency. Mr. Bankowski led the financial analysis and recommendations for the county's financial operations and pension system. Mr. Bankowski presented to various oversight boards including the State Treasurer, the State Budget Director, and members of the Local Emergency Financial Assistance Loan Board. Mr. Bankowski was responsible for the financial and economic analysis of Wayne County's current debt structure and underfunded pension system including detailed analysis of budgetary gaps, accumulated deficits, declining revenue sources, and deteriorating cash position. Through Treasury, Mr. Bankowski oversaw the implementation of the Wayne County recovery plan and the exit of a government consent agreement in 2016. • For the State of Oklahoma, Mr. Bankowski led an organization assessment of the Executive branch to identify potential ways to achieve collaboration, simplification, efficiency, and mission accomplishment for state operations. Mr. Bankowski also supports the State's COVID-19 grant management portal built on the Salesforce platform to accept applications for relief funds. • For the City of Flint, Mr. Bankowski led the financial integrity and oversight monitoring for the Federal government and State's recovery operations in response to the contaminated drinking water crisis. After the declaration of a state of emergency for the City of Flint (7th largest in Michigan) and Genesee County, Mr. Bankowski provided financial auditing and compliance expertise to the City for all grant compliance and the related implementation of anti-fraud, waste and abuse programs. • For the City of Detroit, Mr. Bankowski oversaw a high-profile, comprehensive strategic transformation of the revenue and tax collection process to support Detroit's emergence and rebirth after its historic bankruptcy filing. Mr. Bankowski and his team oversee multiple workstreams to support the modernization of its tax collection process including conducting a variety of quantitative and qualitative analyses to create a call center, e-filing capabilities, and developing a robust return on investment model. <p>Detailed References for Work Performed:</p> <ul style="list-style-type: none"> • Wayne County COVID <ul style="list-style-type: none"> – Wayne County COVID-19 – Khalil Rahal – Assistant County Executive, Mobile Phone (313)-588-0891 • State of Michigan <ul style="list-style-type: none"> – Rick Lowe, Chief Internal Auditor of the State of Michigan, Mobile Phone (517)-285-6463 	

4.2.2 Raquel Malmberg, Project Director

Name	Raquel Malmberg
Proposed Position	Project Director
Degree/Education	<ul style="list-style-type: none"> • Master of Urban Planning, New York University • Bachelor of Arts, The College of William & Mary
Years of Experience	17 Years
Summary of Qualifications	
<p>Ms. Raquel Malmberg is a Director in Guidehouse's US State and Local Government Advisory Practice, focusing on response efforts to the COVID-19 pandemic. Ms. Malmberg co-leads the firm's COVID-19 Center of Excellence on financial consulting, grants management, and federal stimulus with regards to COVID-19. She has over 17 years of experience working for and with government agencies to improve their operations, build policies and procedures, and implement strategies and recommendations to fulfil their missions. Ms. Malmberg has focused on business process improvement, operational assessments, and project management for state and local government clients. She currently leads the COVID-19 Center of Excellence and supports over 23 client teams across the country. Her clients include the Oakland County, the State of Michigan, New York State Governor's Office of Storm Recovery (GOSR), New York State Division of the Budget (DOB), New York State Division of Homeland Security and Emergency Management, Massachusetts Emergency Management Agency, NYC</p>	

Name	Raquel Malmberg
Department of Citywide Administrative Services, New York City Police Department, Metropolitan Transportation Authority (MTA), Southeastern Pennsylvania Transportation Authority (SEPTA), New York Housing Authority (NYCHA), City of Jersey City, NYC Mayor's Office of Operations, and the NYC Office of Management and Budget. Prior to joining Guidehouse, Ms. Malmberg worked for more than 9 years for the City of New York and in her last role, she was the Chief of Staff to the Department of Information Technology and Telecommunications.	
Relevant Experience	
<ul style="list-style-type: none"> • For Oakland County, City of Albuquerque, State of Michigan, Wayne County, MI, and Cook County, IL, Ms. Malmberg provides subject matter support to each entity as it responds to COVID-19 pandemic response. Ms. Malmberg provides national expertise and lessons learned on assessment strategy of critical next steps in order to have a comprehensive funding strategy that includes not only immediate response efforts but long-term economic development and public health efforts. Ms. Malmberg developed Guidehouse's national financial consulting framework and methodology to COVID-19 response including processes and checklists to quickly review expenses and ready the governments to receive and disburse funding as quickly as possible while maintaining compliance with federal regulations. Ms. Malmberg also runs Guidehouse's State and Local Government COVID-19 Center of Excellence to coordinate our efforts. • For the Metropolitan Transportation Authority (MTA), Ms. Malmberg led multiple workstreams for the Transformation project. The MTA was significantly changing the way it did business and was consolidating support services, so that the transit, rail, and other agencies can focus on service delivery. The Guidehouse team coordinated with 14 support functions and hundreds of staff within these functions, to move the MTA from a high-level recommendation plan to detailed organizational models, processes, and decision-points to move the change forward. Ms. Malmberg had a particular focus on IT, Procurement, and Finance as well as leading the development of the implementation roadmap. Ms. Malmberg oversaw a second workstream with Human Resources and Legal to plan its future state strategy. • For the City of New York's Office of Management and Budget (OMB), Ms. Malmberg oversaw the team the conducted internal audits of the agency's oversight and management of federal Community Development Block Grant – Disaster Recovery (CDBG-DR) funding for post-Superstorm Sandy recovery. The team worked with OMB and other partner agencies to determine if OMB's operations and activities are compliant with federal regulations and understand gaps in processes. As a final phase, the team issued recommendations to help improve OMB's grant management operations. • For the NYS Governor's Office of Storm Recovery, For the past 8 years, Ms. Malmberg has led the effort to perform program management and integrity monitoring services for the State's Superstorm Sandy response. Ms. Malmberg manages a team of consultants to support the office in administering the CDBG-DR program in a variety of areas – design processes, review application files for compliance and completeness, improve current processes, respond to external audits and reviews, and support technology improvements. She has worked with every department in the agency – housing, infrastructure, community reconstruction, small business, administration, operations, support functions, and monitoring & compliance. • For a large utilities company, Ms. Malmberg led the review of invoices and supporting documentation submitted for reimbursement for a construction program funded by a federal disaster recovery grant. The team developed review procedures, checklists, and oversaw the invoice review. The team identified deficiencies in documentation before an oversight agency reviewed for eligibility, which allowed the organization to proactively correct the observations and decrease the wait time before it received reimbursement. 	
Detailed References for Work Performed:	
<ul style="list-style-type: none"> • Oakland County COVID <ul style="list-style-type: none"> – Oakland County COVID-19 – Thom Hardesty – Manager of Oakland County Homeland Security Division, Phone (248)-452-9578 • State of Michigan <ul style="list-style-type: none"> – Rick Lowe, Chief Internal Auditor of the State of Michigan, Mobile Phone (517)-285-6463 	

4.3 Resumes – Team Experience

4.3.1 John Gianopoulos, Senior Consultant

Name	John Gianopoulos
Position	Senior Consultant

Name	John Gianopoulos
Degree/Education	<ul style="list-style-type: none"> • Master of Business Administration Candidate, University of Michigan Ross School of Business (class of 2021) • Master of Science, Marine Corps University • Command and Staff College, Marine Corps University • Bachelor of Arts, Macalester College
Total Years of Experience	22+ Years
Summary of Qualifications	
<p>Mr. John Gianopoulos is a senior consultant with the Detroit team in Guidehouse's State and Local Advisory Practice. His recent project experience includes supporting the Office of the Chief Financial Officer of the City of Detroit on multiple technology implementations and process improvement projects and assisting the State of South Dakota in distributing \$480M of 2020 CARES Act funds in the form of grants to more than 5,000 small businesses and health care organizations in need. Prior to joining Guidehouse, Mr. Gianopoulos recently retired from a 22-year active duty career in the U.S. Marine Corps where he commanded multiple times at increasing levels and also held a number of critical staff positions. Mr. Gianopoulos is a performance-driven leader accomplished in organizational management with a proven record of building and leading high-performing, cross-functional teams, planning and executing complex projects, and improving organizational processes and culture. Mr. Gianopoulos is now a Detroit resident and is dedicated to assisting State and Local government entities across the State of Michigan in scoping and creating their futures.</p>	
Relevant Experience	
<p>For the State of South Dakota, Mr. Gianopoulos managed a large, multi-disciplinary project team that distributed over \$480 million CARES Act funds across more than 5,000 small business and health care organizations. Mr. Gianopoulos managed multiple workstreams and led the project management office and daily stand up briefings with the Governor's office.</p> <p>For the City of Detroit, Mr. Gianopoulos supported the Chief Financial Officer of the City of Detroit to redesign relevant training and implementation processes, and to update policies and ordinances related to the collection of City taxes and fees. Mr. Gianopoulos played a key role in improving the internal processes and overall effectiveness.</p> <p>U.S. Marine Corps Experience</p> <ul style="list-style-type: none"> • For the 1st Battalion, 24th Marine Regiment, Mr. Gianopoulos led a diverse, cross-functional staff of 70 personnel responsible for ensuring the operational readiness of a 935-Marine reserve infantry battalion. Mr. Gianopoulos managed all organizational functions including planning and executed a \$2M+ annual budget and \$55M+ in capital resources across 10 facilities at five sites in three states. • For the 5th Marine Regiment, Mr. Gianopoulos led a 4,500-person infantry regiment as the acting commanding officer. He supervised all the unit's key operations including execution of a \$3.6M annual budget, readiness of the regiment's \$250M equipment fleet, and managing all aspects of the regiment's 400-acre, 100+ building base complex, which housed 5,500 people of six tenant commands. • For the 11th Marine Expeditionary Unit, As the operations officer, Mr. Gianopoulos supervised the planning, coordination and execution of all operations for an amphibious combat task force, 2,500+ people, 29 aircraft and 100+ combat vehicles embarked aboard three Navy ships, deployed across the world to respond to crises. A fundamental part of his responsibilities was building and managing the unit's operating budget. • As an Infantry Officer, Mr. Gianopoulos was a proven leader in demanding and uncertain environments. Mr. Gianopoulos led numerous units ranging from a 180-person infantry company, to being the executive officer (chief of staff/second in command) of a 900-person infantry battalion. Mr. Gianopoulos' service included multiple global deployments including to Iraq and Afghanistan. 	

4.3.2 Michael Suhr, Senior Consultant

Name	Michael Suhr
Position	Senior Consultant
Certification	<ul style="list-style-type: none"> • Master of Health Informatics (Anticipated May 2023), University of Michigan, Ann Arbor, MI • Master of Business Administration, Walsh College, Troy, MI • Bachelor of Science in Accounting, Wayne State University, Detroit, MI
Degree/Education	<ul style="list-style-type: none"> • Certified Public Accountant, State of Michigan

Name	Michael Suhr
	<ul style="list-style-type: none"> • Certified Healthcare Financial Professional, Healthcare Financial Management Association (HFMA) • Prior Government Clearance: Public Trust
Total Years of Experience	13+ Years
Summary of Qualifications	
<p>Mr. Michael Suhr is a senior consultant with the Detroit team in Guidehouse's State and Local Advisory Practice. Michael is a highly motivated, detail-oriented finance and accounting professional. His recent project experience includes assisting the State of South Dakota in managing the distribution of \$480M of 2020 CARES Act funds in the form of grants to more than 5,000 small businesses and health care organizations. Prior to joining Guidehouse, Michael has been a financial leader in two of Michigan's largest health systems and an accountant for a major auditing firm.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For the State of South Dakota, Mr. Suhr has a key finance and accounting role on the large, multi-disciplinary Guidehouse project team that is working with State of South Dakota to distribute and record \$485M of 2020 CARES Act funds to more than 5,000 small businesses and health care organizations. He is integral to the improvement of the program's current design, managing internal controls and auditing, and future program design planning. • For Wayne County, MI, Mr. Suhr has a lead accounting and data analytics role on the Guidehouse project team that is working with Wayne County, MI to manage a \$72M vaccination planning project involving FEMA and Wayne County. • For a large healthcare system, Mr. Suhr was a trusted advisor to hospital senior leadership in developing annual budgets and review and approval of capital budget requests. He planned and implemented a rolling forecast model for the entire health system including coaching and training staff of all levels on how to best utilize the new rolling forecast tool. He was also a key member of the finance team that overhauled the process for health system's Long Range Financial Plan and a consistent, important contributor in developing financial reporting metrics and the supporting technology systems, designing new processes for monthly forecast submissions, and reporting to executive leadership. • For a large healthcare system, Mr. Suhr was responsible for developing the operating budget and strategic financial plans for the System's Supply Chain Management, Clinical Engineering, & Hospitality Services Departments. He also was also in charge of preparing monthly financial closing entries and reconciliation of accounts for the System and managing several System process improvement efforts including investigating outstanding payables and reducing state escheatment liability by more than \$500K, streamlining System financial statements, and implementing PeopleSoft 9.2 ERP for the System. • For a higher educational community college, Mr. Suhr is an Adjunct Professor of Accounting & Finance where he teaches students in the principles of financial and managerial accounting as well as Time Value of Money concepts. 	

4.3.3 Laura Milstead, Consultant

Name	Laura Milstead
Position	Consultant
Certification	<ul style="list-style-type: none"> • Urban Informatics, UM Taubman School of Urban Planning
Degree/Education	<ul style="list-style-type: none"> • Master of Public Policy, University of Michigan • Bachelor of Arts, University of Michigan
Total Years of Experience	6 Years
Summary of Qualifications	
<p>Ms. Laura Milstead is consultant with Guidehouse's State and Local Government Advisory Practice where she supports process re-engineering initiatives and technology implementations for the firm's local government clients, including the City of Detroit. Prior to Guidehouse, she facilitated partnerships among corporate partners, higher education administrators, and social service organizations as a manager for a youth workforce development program. Ms. Milstead also supported technology integrations for the City of Detroit's Department of Innovation and Technology.</p>	
Relevant Experience	

Name	Laura Milstead
<ul style="list-style-type: none"> • For Oakland County, MI, Ms. Milstead supports the advisory team providing a comprehensive funding strategy for Coronavirus Relief Funds received by Oakland. She has reviewed County grant agreements to ensure compliance with federal requirements and CARES Act eligibility. Ms. Milstead managed the analysis of County over \$100 million dollars in eligible payroll expenses for reimbursement through CARES Act funding. • For the Office of the Chief Financial Officer of the City of Detroit, Ms. Milstead managed the implementation of the Electronic Forms Library at the Detroit Taxpayer Service Center, which is set to open to the public in early 2021. She has also managed the activation of Oracle Advanced Collections module for the Revenue Collections Branch including training of RCB staff and working with members of the Department of Innovation and Technology to ensure configurations for go-live. • For the City of Detroit Department of Innovation and Technology, Ms. Milstead drafted the schedule adopted by Detroit Department of Transportation's operations team for the training of over 500 DDOT employees during the agency-wide software upgrade project. Ms. Milstead coordinated training for over 100 city employees in the new cloud-based, legislative management system implemented in the City Clerk's Office. Ms. Milstead conducted stakeholder interviews and created process maps using Visio to document agency workflows being adapted for the Improve Detroit mobile application and interagency service level agreements. Ms. Milstead conducted research on peer cities and vendors for an upcoming RFP to digitize Department of Public Works maps. • For Year Up Puget Sound, Ms. Milstead managed performance for 120 interns annually by monitoring attendance and performance challenges as needed; writing and managing performance improvement plans; and leveraging program and account managers to effectively provide support and coaching. Ms. Milstead maintained a 90% retention rate for interns and 95% for internship supervisors. Ms. Milstead redesigned admissions process and enrollment tools and forecasted weekly/monthly targets to successfully double the number of admitted students, while ensuring applicants' successful completion of Year Up, Bellevue College, and financial aid applications. As an AmeriCorps VISTA, Ms. Milstead built and maintained relationships with over 20 community contacts serving in high schools and youth- serving organizations to ensure the pipeline of applicants to Year Up's new community college-based program model. 	

4.4 Resumes – Subject Matter Experts

Highlights of the relevant experience of our Subject Matter Experts are shown in **Table 3**.

Table 3. Relevant Experience of Subject Matter Experts

Name	Experience
Gaurav Menon <i>Federal Disaster Recovery Partner</i>	Mr. Gaurav Menon is a Partner in Guidehouse's Capital Projects & Infrastructure services and leads the Disaster Recovery business in the state and local markets. With more than 19 years of professional services experience, Mr. Menon specializes in supporting public and private sector entities involved in the delivery of large and complex grant programs, with a focus on long-term community development and capital asset rebuilding strategies. His focus is in dealing with federal grants including HUD CDBG, FEMA PA, FEMA Hazard HM, and FHWA grants. Mr. Menon will oversee the strategic recovery office and will be responsible for ensuring that the most critical issues are being discussed and addressed amongst the Guidehouse team and County leadership. Mr. Menon has provided Accounting and Advisory Services for COVID-19 for the City of Detroit, Wayne County, Harris County, Travis County, Tarrant County and over 10 hospital systems.
Philip Pierce <i>Quality Assurance</i>	Mr. Phillip Pierce has extensive experience in financial and information systems consulting, beginning with his career at an international public accounting firm. He subsequently joined the Xerox Corporation in the Corporate Audit and Operational Analysis Division. Mr. Pierce served as the engagement executive for Oakland County CARES Act, performed an assessment of a major municipality's public lighting department, conducted an economic impact study for Detroit Wayne County Airport Authority, and provided reengineering services to a major K-12 school district, among many other professional accomplishments.
Jeff Reese, CPA <i>COVID-19 Accounting and Financial Strategy</i>	Mr. Jeff Reese is an Associate Director with Guidehouse's State and Local Government practice. He has 20 years of experience leading engagements in the public and private sector focused on regulatory compliance, internal audit, and internal control assessments.

Table 3. Relevant Experience of Subject Matter Experts

Name	Experience
	Mr. Reese also has deep experience in municipal finance and has served as the Chief Audit Executive for multiple entities. Mr. Reese has led financial modeling regarding COVID-19 expenditures analysis for the City of Detroit and Wayne County. Mr. Reese has also advised the State of Michigan Office of Internal Audit Services on subrecipient monitoring.
Rebecca Guerriero <i>American Rescue Plan Strategy</i>	Ms. Rebecca Guerriero is a Managing Consultant in Guidehouse's State and Local Government Advisory Practice. She has over 8 years of experience assisting public and private sector organizations improve their strategic operations and adapt to evolving responsibilities and expectations. Ms. Guerriero has significant experience in data analysis, strategic planning, stakeholder facilitation, organizational governance, and risk management. Ms. Guerriero's technical experience includes project management, scenario planning, learning and evaluation, strategic communications, research design, and analysis, and stakeholder engagement. Ms. Guerriero is currently supporting Wayne County, the City of Detroit, and the State of South Dakota in their COVID-19 response.
Kajal Patel <i>FEMA Disaster Recovery Expert</i>	Ms. Kajal Patel is a Director in Guidehouse's Capital Projects & Infrastructure practice with significant experience in the delivery of capital projects and infrastructure through federal grant programs after major natural disasters. Ms. Patel has a deep industry knowledge of federal grant programs, including CDBG-DR, FEMA PA, FHWA-ER, and FEMA HMGP. Ms. Patel has assisted state and local government agencies in Texas, New York, Louisiana, Colorado, and Missouri with the development and execution of their grant administration programs and long-term recovery strategy development and implementation.
Rob Reid <i>COVID-19 Grants Management Expert</i>	Mr. Rob Reid is a Director in Guidehouse's Capital Projects & Infrastructure practice with significant experience working with Oakland County, Harris County, and other grant recipient's HUD CDBG-DR, FEMA PA, grants management, federal transportation, infrastructure, emerging markets, capital asset, and commercial construction projects. Mr. Reid has worked with federal fund grantees across the nation including in Colorado, Missouri, New York, Louisiana, and Texas and is currently leading teams implementing CRF and FEMA funds for South Dakota. As the Grants Management Expert, Mr. Reid will be focused on providing direction and subject matter expertise to each of the workstreams; managing cost, schedule, and quality; and raising critical issues for the consideration of the County and strategic recovery office.
Caitlin McGurn, CPA <i>Accounting & Advisory, Uniform Guidance</i>	Ms. Caitlin McGurn is a Partner in Guidehouse's Financial Services Practice. She has over 15 years of experience providing internal controls and financial effectiveness support to both commercial and federal entities, including experience with A-123, enterprise risk management, program design and stand-up, internal controls, regulatory compliance, remediation, project management, financial analysis, and business process improvement. Ms. McGurn has experience working directly with FISCAM and NIST 800-53 through her work at the Department of Education, FSA, US Mint, and USDA. She also sits on the AGA, Washington DC Chapter and has done so since 2006. Ms. McGurn is active in the Financial Management and Enterprise Risk Management space, moderating panels at the AGA PDT, giving presentations, writing thought leadership pieces, and actively engaging with both AGA and AFERM.
Crystal Wolf, CPA <i>Accounting & Advisory, Uniform Guidance</i>	Ms. Crystal Wolf has substantial experience in governmental financial and risk management space. She has led OMB Circular A-123 engagements related to risk and internal controls, payment integrity, financial systems, audit, audit readiness, and audit remediation projects, risk and control implementation, and business process improvement projects. Through these projects, she has significant experience with various Federal laws and regulations including Federal Accounting Standards Advisory Board (FASAB) standards, Federal Managers Financial Integrity Act (FMFIA), Federal Financial Management Improvement Act (FFMIA), Improper Payment Eliminations and

Table 3. Relevant Experience of Subject Matter Experts

Name	Experience
	Recovery Act (IPERA), Federal Credit Reform Act (FCRA), Prompt Pay, and Treasury guidance, such as the United States Standard General Ledger (USSGL).
Eric Chism <i>Internal Controls</i>	Mr. Eric Chism is an Associate Director with Guidehouse in the Financial Services practice. He has over 20 years of Federal, State, and Local government experience dealing with risk management, internal controls, and financial management. Mr. Chism is an engaged leader focused on implementing sustainable solutions to complex problems and managing diverse teams to accomplish organizational mission, goals and objectives. This includes assessing and monitoring control around Federal government programs and financial reporting in accordance with federal laws and regulations such as, but not limited to: FMFIA, OMB A-123, and IPERA. Mr. Chism has significant experience in overseeing projects focused on implementing and evaluating internal controls under OMB A-123 Appendix A.
Dami Kehinde <i>Federal Grants Management</i>	Ms. Dami Kehinde is an Associate Director in Guidehouse's Capital Projects & Infrastructure practice. Ms. Kehinde has over 14 years of experience in public infrastructure and programs and has been a project manager with the City of Joplin's reconstruction program leading efforts in the area of planning, financial compliance and reporting. She was previously with Maryland DOT supporting planning and execution of a number of large, complex state and federally funded programs.
Minden Koopmans <i>Grants Management and Diversity, Equity, and Inclusion</i>	Ms. Minden Koopmans is a Manager with Guidehouse's State and Local Government Practice. She has industry and consulting experience, including leading public sector projects related to equity analysis and action planning, strategic planning, performance management, and change management initiatives. She has extensive experience translating qualitative and quantitative research into actionable government policy.

5. Fee Proposal

Please see the **Rate Sheet for Finance Consultants** spreadsheet for more information on the information represented in **Table 4**.

Table 4. Three (3) Year Rate Sheet for Financial Consulting Services

Rate Sheet Event # 005180 RFP For Financial Consultants			
Job Titles Responsibility	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
Partner/Leader	\$310	\$318	\$327
Director	\$280	\$287	\$295
Manager	\$225	\$231	\$238
Senior Consultant	\$170	\$175	\$180
Consultant	\$145	\$149	\$154
Recovery Analyst III	\$120	\$123	\$127
Recovery Analyst II	\$65	\$67	\$69
Recovery Analyst I	\$45	\$47	\$49
Analyst	\$30	\$31	\$32

6. References on Similar Projects

6.1 State of Michigan – COVID-19 Program Compliance and Monitoring

Name of Organization	State of Michigan, Department of Technology, Management and Budget	
Contact Person	Name	Rick Lowe, Chief Internal Auditor of the State of Michigan
	Telephone Number	(517) 285-6463
	Email Address	lower@michigan.gov
Period of Performance	October 2020 – Ongoing	
Description and Dates of Services		
<p>Guidehouse was retained to provide the State with service resources associated with:</p> <ul style="list-style-type: none">• Compliance Management Strategy and Planning• Compliance Administration and Monitoring Activities <p>The State currently has resource capacity limitations with federal compliance and grant management and other matters necessary to implement programs associated with COVID-19 Pandemic Funded Programs, H.R. 133, or any additional COVID related programs (“Funded Programs”). The scope of work was split between the Department of Treasury and all other departments and agencies within the State for their Funded Programs. Specifically, Guidehouse was asked to perform the following:</p> <ul style="list-style-type: none">• Provide federal compliance and grant management expertise for Funded Programs, including but not limited to CRF, CRF/FEMA, Consolidated Appropriations Act of 2021/H.R.133, and any additional stimulus funding related to the Funded Programs. This includes leading, advising, and supporting the State in developing compliance management, reporting methods, and procedures to ensure appropriate internal controls and subrecipient monitoring procedures.• Provide staff augmentation to review grant/subrecipient applications for the associated Funded Programs. This involves ensuring the submitted grant applications are complete, accurate, and address all federal and state requirements associated with the grant programs.• Provide staff augmentation to perform subrecipient monitoring procedures for associated Funded Programs, including integration with existing staff assigned to grant application processing and subrecipient monitoring, and including supervision of contractor staff and some level of supervision of SOM staff.		

6.2 Wayne County, MI – COVID-19 Disaster Recovery

Name of Organization		Wayne County, MI	
Contact Person	Name	Hughey Newsome, Chief Financial Officer	
	Telephone Number	(330) 224-3920	
	Email Address	hnewsome@waynecounty.com	
Period of Performance	May 2020 – Ongoing		
Description and Dates of Services			
<p>Guidehouse is currently providing grant management services for Wayne County in their multi-pronged response to the COVID-19 emergency. As part of the engagement, Guidehouse is overseeing the financial management of COVID-19 spending, which includes tracking the encumbered and actual expenses that the County is disbursing during COVID-19 and assigning eligibility to CRF, FEMA, or CDBG to maximize funding capabilities. Guidehouse also collected POs, invoices, and contracts in preparation of the reporting requirements with respect to FEMA and CRF and liaised with FEMA representatives to ensure expenditures were correctly appropriated. In terms of financial planning, Guidehouse developed spending plans across several stakeholder departments in the County, including Human Health and Veteran Services, IT, Sheriff’s Office, and Economic Development. Guidehouse also provided monitoring and compliance support in the deployment of \$70 million in grants for small businesses, non-profits, and individuals, ensuring a timely disbursement of funds that complied with applicable regulations. Guidehouse also provided a mapping tool that identified businesses that applied to the grants, setting the stage for continued data development regarding the business ecosystem throughout the County.</p>			
Our Team			
<ul style="list-style-type: none">• Provided project management services for the Wayne County in their multi-pronged response to the COVID-19 emergency• Leveraged Microsoft Excel to track encumbered and actual expenses that the County was using during COVID-19, assigning if they were eligible for CRF, FEMA, or CDBG.			

Name of Organization	
Wayne County, MI	
<ul style="list-style-type: none"> Collected POs, invoices, and contracts in preparation of the reporting requirements with respect to FEMA and CRF. Liaised between FEMA representatives to ensure that expenditures were correctly appropriated. Continually tracked dollars, so that the County was prepared to handle the financial burdens caused due to the pandemic. Developed spending plans across several stakeholder departments in the County, including Human Health and Veteran Services, IT, Sheriff's Office, and Economic Development. Pursued and identified grant opportunities ensuring the County had access to funds to support residents throughout the pandemic with workforce development, testing, and returning to work. Developed a comprehensive list of grant opportunities from the EPA to EDA grants, while also identifying local contacts that could be leveraged for letters of support or curricula development. Deployed \$70 million in grants for small businesses, non-profits, and individuals, ensuring that compliance and auditing standards were met throughout and providing thousands of businesses with timely funds. Deployed an additional \$7.5 million in grants received by the State to meet a quick deadline for the disbursement of funds – worked closely with the City of Detroit's economic corporation through a coordinated effort to notify and award grantees. Mapped businesses that applied to the grants provided to the County, setting the stage for continued data development about the business ecosystem throughout the County. 	

6.3 City of Detroit, COVID-19 – Disaster Recovery

Name of Organization	
COVID-19 Disaster Recovery	
Contact Person	
	Name
	Regina Greear, Deputy Chief Financial Officer
	Telephone Number
	(313) 316-1951
	Email Address
	greear@detroitmi.gov
Period of Performance	
April 2020 – Ongoing	
Description and Dates of Services	
<p>Guidehouse is currently supporting the City of Detroit's COVID-19 financial response and recovery, including vaccination planning, grants management, and stimulus recovery services. As part of the engagement, Guidehouse is overseeing the financial management of COVID-19 spending, which includes advising on eligibility for CRF, FEMA, and other federal grants. Guidehouse works closely with the City's Procurement and Financial Services Departments to track and manage expenses incurred during and because of COVID-19. Specifically, our team provided the following services:</p> <ul style="list-style-type: none"> Build, manage, and track budgets for different funding streams and COVID-19 response, including testing, vaccination, and non-congregate sheltering programs. Compliance monitoring for FEMA and other funding sources, including frequent touchpoints with FEMA and State grant representatives on eligibility and interpretation of guidance. Coordinate City-wide vaccination strategy and budget buildout to maximize federal and state vaccination funding streams. Conduct internal data audits on vaccine administration and inventory management for Statewide reporting requirements. Expense and documentation tracking and management to build grant reports and support audit compliance. Developed and hosted trainings, templates, and tools for City departments and vendors to utilize throughout procurement processes. Timely and complete grant reporting for funding agencies, including grant closeout and journal entry reclassification. Facilitating coordination and communication between and among City departments, vendors, and grants agencies to ensure compliance. Advise on revenue loss and economic revitalization opportunities. Developing, distributing, and implementing tools for federal and state grant compliance. Built financial models to reconcile current spend and forecast future expenditures in order to manage funding and allow the City to adequately respond to the COVID-19 crisis. 	

6.4 Cook County, IL COVID-19 – Disaster Recovery

Name of Organization		Cook County, IL	
Contact Person	Name	Jeffrey Singer, Deputy Director of Finance	
	Telephone Number	(312) 603-8177	
	Email Address	jeffrey.singer@cookcountyil.gov	
Period of Performance		April 2020 – Ongoing	
Description and Dates of Services			
Guidehouse is currently engaged by Cook County’s Department of Emergency Management and Regional Security (EMRS) to provide management support for tracking the County’s costs related to the COVID-19 response. Guidehouse has executed various tasks to assist the County in recouping expenses that are eligible for federal disaster funding. These tasks include the development of a cost tracking software platform, the gathering of supporting documentation, analysis of the County’s emergency procurement guidelines, and coordination support for the County’s interaction with relevant federal/state agencies. Additionally, Guidehouse has provided trainings, tools, and templates individual cost tracking activities within individual departments across the County as well as various municipalities and taxing districts within Cook County which are submitting separate applications for Public Assistance.			

6.5 Harris County, TX – COVID-19 Disaster Recovery

Name of Organization	Harris County, Texas	
Contact Person	Name	Shain Carrizal
	Telephone Number	(713) 274-1166
	Email Address	shain.carrizal@bmd.hctx.net
Period of Performance	January 2018 – Ongoing	
Description and Dates of Services		
<p>Guidehouse is engaged with Harris County on several fronts to support Harris County following Hurricane Harvey and again through the COVID-19 crisis. Harris County is one of the most populous counties in the US with over 4.5 million residents and over 1,700 square miles, making it larger in size and economy than many US states. With the magnitude of unprecedented damage, Harris County contracted Guidehouse to provide overall grant administration, project management, and financial oversight for several federal and state agencies including but not limited to FEMA, FHWA, HUD, TDEM, and GLO related to Hurricane Harvey relief. During the COVID-19 pandemic, Guidehouse was engaged further to provide project management and technical assistance focused on documentation management and maximizing grant funding. Under the project management and technical assistance workstream, Guidehouse is providing documentation support, status reporting, procurement support, appeals support, coordination support between HHS and relevant federal/state agencies, project payment application/invoice reviews and reporting, and program close-out. Guidehouse will support HHS in determining and maximizing grant and other funding available. Additionally, Guidehouse is supporting program compliance. Tasks under this workstream include evaluating grant management risk areas, identifying priorities, and implementing controls and continually conduct compliance reviews of all COVID-19 related projects, to include compliance pre-audits and Office of Inspector General audit support and “look back” audits, as requested.</p>		

Appendix A. Subject Matter Experts' Resumes**A.1 Kajal Patel, FEMA Disaster Recovery Expert**

Name	Kajal Patel
Proposed Position	Subject Matter Expert, FEMA Disaster Recovery Expert
Degree/Education	<ul style="list-style-type: none"> • Master of Public Administration, Columbia University • Bachelor of Science, Rutgers University
Years of Experience	10 Years
Summary of Qualifications	
Ms. Kajal Patel has significant experience in the delivery of capital projects and infrastructure through federal grant programs after major natural disasters. Ms. Patel has a deep industry knowledge of federal grant programs, including CDBG-DR, FEMA PA, FHWA-ER, and FEMA HMGP. Ms. Patel has assisted state and local government agencies in Texas, New York, Louisiana, Colorado, and Missouri with the development and execution of their grant administration programs and long-term recovery strategy development and implementation.	
Relevant Experience	
<ul style="list-style-type: none"> • For the Harris County Office of Management and Budget, Ms. Patel is managing various workstreams related to the disaster recovery strategy development, program management, and project execution following the effects of Hurricane Harvey, including construction project management and delivery, financial reconciliations, and grant monitoring and compliance. • For Harris Health System, Ms. Patel is leading the FEMA Public Assistance program administration efforts for their Hurricane Harvey recovery projects. Ms. Patel works with the System, FEMA, and TDEM to identify and document eligible damages, develop and review cost and scope documentation, and organize documents on the FEMA Grants Portal. Ms. Patel is also assisting Harris Health with its reimbursement requests and project close. • For the New York State Governor's Office of Storm Recovery (GOSR), Ms. Patel is managing a workstream to provide quality control and quality assurance over the Construction Program in the Housing Department. This workstream includes reviewing all procurements, change orders, invoices, and small business and M/WBE contractor utilization. The team also assists GOSR with its overall grant compliance and record retention efforts for the construction activities. Ms. Patel also managed an engagement to review and identify risks of potential of fraud, waste, and abuse in the expenditure of third-party vendor funds in association with CDBG-DR grant funding received for reconstruction and recovery from Superstorm Sandy. The review included an assessment of potential compliance with applicable contractual requirements, conflicts of interest, budget issues, overbilling or overstaffing, staff qualifications, and other fraud, waste, and abuse risks. • For the City of Joplin, MO, Ms. Patel served as project manager for the administration of over \$150M in CDBG-DR grant funding. Ms. Patel provided project management oversight services through the development of HUD partial action plan approvals, environmental assessments, procurement of engineering firms and contractors, oversight of construction activity, and grant close-out activities while establishing processes and controls to monitor grant compliance and effectively manage cost and schedule risks. 	

A.2 *Phillip Pierce, Quality Assurance*

Name	Phillip Pierce
Proposed Position	Subject Matter Expert, Quality Assurance
Certifications	Lean Six Sigma Green Belt
Degree/Education	Bachelor of Science, Accounting, Wayne State University
Summary of Qualifications	
<p>Mr. Phillip Pierce has extensive experience in financial and information systems consulting, beginning with his career at an international public accounting firm. After 3 years with the firm, he joined a regional public accounting firm attaining the position of Manager. He subsequently joined the Xerox Corporation in the Corporate Audit and Operational Analysis Division. In February of 1985, Mr. Pierce joined with the former treasurer of the State of Michigan, to form Pierce, Monroe & Associates, LLC.</p> <p>Mr. Pierce served as the engagement executive for an assessment of a major municipality's public lighting department, conducted an economic impact study for Detroit Wayne County Airport Authority, and provided reengineering services to a major K-12 school district, among many other professional accomplishments.</p> <p>Mr. Pierce is a former National President of the National Association of Black Accountants. He is known nationally as a financial and information technology expert, and has been invited to make presentations in virtually every major city. He is responsible for all aspects of the firm's management and is actively involved in providing guidance in developing project strategy. He is also the primary Quality Assurance officer, reviewing all client deliverables.</p>	

A.3 Crystal Wolf, Accounting & Advisory, Uniform Guidance

Name	Crystal Wolf
Proposed Position	Subject Matter Expert, Accounting & Advisory, Uniform Guidance
Certifications	<ul style="list-style-type: none"> • Certified Public Accountant (CPA) • Certified Government Financial Manager (CGFM)
Degree/Education	<ul style="list-style-type: none"> • Master of Science, University of Notre Dame • Bachelor of Business Administration, University of Notre Dame
Years of Experience	13 Years
Summary of Qualifications	
<p>Ms. Crystal Wolf has substantial experience in governmental financial and risk management space. She has led OMB Circular A-123 engagements related to risk and internal controls, payment integrity, financial systems, audit, audit readiness, and audit remediation projects, risk and control implementation, and business process improvement projects. Through these projects, she has significant experience with various Federal laws and regulations including Federal Accounting Standards Advisory Board (FASAB) standards, Federal Managers Financial Integrity Act (FMFIA), Federal Financial Management Improvement Act (FFMIA), Improper Payment Eliminations and Recovery Act (IPERA), Federal Credit Reform Act (FCRA), Prompt Pay, and Treasury guidance, such as the United States Standard General Ledger (USSGL). In her roles on these projects, Ms. Wolf has developed written guidance and audit reports, which summarize technical matters in clear and concise documents that individuals new to the subject matter can understand. She has also worked closely with agency senior leadership in critical risk, control, and audit areas in addition to providing training across organizations on similar topics.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For the Department of Education, Office of Federal Student Aid (FSA) Internal Control Support Services, Ms. Wolf serves as the Engagement Director in support of FSA's Internal Control Team, primarily responsible for assisting FSA achieve compliance with the Federal Managers Financial Integrity Act (FMFIA) and OMB Circular A-123, Appendices A and C. Ms. Wolf supports the organization in identifying organizational and process risks within the organization and the identification of controls to address the identified risks. Ms. Wolf and her team execute a robust FMFIA/A-123 Program, which follows the guidance of A-123 and the CFO Implementation Guide. Ms. Wolf oversees planning, which includes quantitative and qualitative risk assessments. Ms. Wolf also plans and leads testing over the operational effectiveness of key controls in the areas of program operations, servicer/participant oversight, and financial reporting. This work includes assessing the design of controls, developing test plans, executing testing, and consolidating results. Ms. Wolf leads a team dedicated to documenting and testing information technology (IT) General Controls and Application controls in accordance with the Federal Information System Controls Audit Manual (FISCAM). The team leverages a modified FISCAM approach that allows efficient testing, with focus on the controls that address the highest risks across the FISCAM control families. This has provided value to FSA by taking a risk-based approach to limit burden on stakeholders. • For the Small Business Administration (SBA), Office of Credit Risk Management (OCRM) Risk Oversight Support Services, Ms. Wolf served as the Project Operations Coordinator on the SBA Risk Oversight Support Services contract, previously providing risk oversight support for the SBA 7(a) loan program and now currently over the SBA 504 loan program. In this role, she led a team in performing risk-based reviews, including analytics and loan file reviews, to validate SBA Lenders and Certified Development Companies (CDC) are in compliance with SBA regulations. The reviews entailed reviewing Lenders and CDCs against defined benchmarks around portfolio performance, management, and regulatory compliance, as well as performing detailed reviews of loan files to validate proper underwriting, closing, and servicing. Each review culminated in a written report, which outlines the objective of the review, noted findings and recommendations, and details to support the review. Ms. Wolf had primary responsibility for the quality of the reports to confirm that they are clear and concise and supported by SBA authoritative guidance and SOPs. Ms. Wolf and her team compiled detailed audit findings and presented actionable and easy to understand recommendations to SBA officials and lender board of directors. • For the Department of the Treasury, Bureau of the Fiscal Service, Do Not Pay Business Center (DNPBC), Ms. Wolf led a team in assisting the DNPBC in revising its Do Not Pay (DNP) Agency Implementation Guide. Ms. Wolf and her team held working group sessions and interviews with a variety of stakeholders to understand the current DNP business processes, challenges faced with the current guide, and needed enhancements and 	

Name	Crystal Wolf
	<p>revisions. With this information, the team revised the DNP Agency Implementation Guide. Key revisions included bringing the Guide in line with current practices, enhancing the style and form of the Guide to be more captivating, and providing the right level of detail to meet the needs of all anticipated stakeholders including agencies, the Office of Management and Budget (OMB) and Government Accountability Office (GAO).</p> <ul style="list-style-type: none"> • For the Department of Education, Ms. Wolf led a team of financial management practitioners to provide a variety of support to the Department of Education's Financial Management Operations (FMO), including the development of Standard Operating Procedures (SOP) across the full scope of financial management activities. Ms. Wolf and the team met with process owners to understand process details, including the systems that support the processes. The team also researched authoritative guidance, such as FASAB standards and OMB and Treasury guidance, to supplement the information obtained during the interviews. Based on information obtained, the team developed detailed SOPs, which included process objectives, systems, steps, and governing guidance. The SOPs were supplemented with appendices that provided step-by-step instructions for completing the process, including applicable screenshots. As a result of the effort, FMO has over 30 new SOPs to guide staff and support consistent and effective operations. • For the Small Business Administration (SBA), Ms. Wolf managed a team that served the Central Servicing Agent (CSA) for the SBA 504 Loan Program. In her role as the Cash Management and Reconciliation manager, Ms. Wolf developed a process to manage and reconcile the cash inflows and outflows that occur on a daily basis for a cash balance of close to \$1 billion. During the transition of the project in early 2013, the cash balance transferred from the previous CSA was not adequately reconciled and the sources of cash inflows and outflows were not readily known. Ms. Wolf identified all related cash transactions and mapped each transaction to its source. Ms. Wolf then led a team in establishing controls to confirm that the cash balances agreed to the source transactional activity and that funds were available to meet obligations on a timely basis. Ms. Wolf also confirmed that the cash activities met the rigid requirements set forth by the large national bank. In addition, Ms. Wolf served a subject matter specialist to the team in performing complex data reconciliation and analysis activities. Ms. Wolf supported the team in analyzing data across the over 60,000 loan portfolio for various reviews and reconciliations. The CSA is subject to a Statement on Standards for Attestation Engagements (SSAE) No. 16 Audit, which reviews the processes and controls executed on behalf of the SBA. Ms. Wolf coordinated between the business line and auditor. To prepare for the first audit, Ms. Wolf created a 'heat map' to anticipate the CSA's readiness for an audit across each process. Ms. Wolf then reviewed all audit inquiries and supported the business in responding. In cases where improvements were identified, Ms. Wolf advised the business line on how to implement changes in a quick and controlled manner.

A.4 Jeff Reese, COVID-19 Accounting and Financial Strategy

Name	Jeff Reese
Certifications	Subject Matter Expert, COVID-19 Accounting and Financial Strategy
Degree/Education	<ul style="list-style-type: none"> • Master of Business Administration, Loyola University Chicago • Bachelor of Science, Accounting, Miami University • (re)Vision™ Change Management Professional
Total Years of Experience	Over 20+ Years
Summary of Qualifications	
<p>Mr. Jeff Reese is an Associate Director with Guidehouse's State and Local Government practice. He has over 20 years of experience leading engagements in the public and private sector focused on operational and process improvement, change management, and finance and accounting. Mr. Reese has extensive experience in Business and IT Strategy Development, Organizational Assessment and Design, Strategic Planning, and Organizational Change Management of large-scale technology and business transformation efforts. Mr. Reese also has deep experience in internal controls and business process and has served the roles of Vice President of Compliance, Chief Audit Executive and Director of Accounting Operations for multiple publicly traded entities in Michigan and Ohio.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For Wayne County in Michigan, Mr. Reese served as the Project Manager. As Project Manager: <ul style="list-style-type: none"> – Responsible for advising the County on the \$188 million in Coronavirus Relief Fund usage and expense reimbursement. This includes monitoring COVID-19 expenses within the JD Edwards general ledger and establishing budgets and tracking of spend; – Setting up a Small Business Grant application and cash disbursement processes for the County with over five thousand recipients; – Assisting the County's Office of Management and Budget on conference calls related to compliance and their single audit based on the work and analysis performed related to COVID-19 responses within the County; and, – Worked with the County's Grant Writing department to determine other sources of funding for expenses related to the current COVID-19 crises, which includes development of financial models to determine actual money spent and projected spend by funding sources. • For the City of Detroit, one of the largest municipal cities in the Midwest, Mr. Reese oversaw the Project Management Office for the City's Treasury Revitalization. As part of the Project Management Office: <ul style="list-style-type: none"> – Led the change management workstream to redesign their treasury operations, specifically focusing on the revenue collections and payment processes; – Led the organizational assessment and developed several current and future state process maps and initiatives in support of the City's future state vision; – Assisted the City with the development of an RFP to handle vendor selection for a potential tax software installation. This included development of the City's requirements, benchmarking other municipalities tax systems, and development of a project management work structure to ensure the software vendor, City departments, and other vested parties worked to implement the software on time and within budget; – Trained on the requirements of IRS Publication 1075. • For the State of Michigan, Mr. Reese supported Internal Controls and Business Process Assessment including working with the State Budget Office and Treasury Department. Led an entity wide risk management framework for the State. • For the State of Michigan, Mr. Reese supported the Monitoring and Compliance for COVID-19 Funded Programs across the State. Mr. Reese led a team to provide the State with a strategic assessment of current initiatives and trends as it related to COVID-19 programs and activities, developed a risk assessment covering various COVID-19 programs, developed a monitoring plan for each program, worked with the various points-of-contact within the State's agencies and departments on current monitoring activities, executed monitoring and audits of the various programs where the State required additional resourcing needs, developed work papers and documentations on results for future audits or reviews, and provide other strategic guidance to the State as new legislation was introduced. • For the State of South Dakota, Mr. Reese assisted with the Office of Economic Development for the Administration of South Dakota's Small Business Program and lead a project team related to the development of accounting models to allow for identification of COVID-19 expenses from the general ledger and allow for uploading to the Treasury database for Coronavirus Relief Funds reporting. 	

Name	Jeff Reese
	<ul style="list-style-type: none"> • For the State of South Dakota, Mr. Reese led the Strategic Plan for the Bureau of Finance & Management. He led a team to conduct a rapid organizational assessment of culture and strategic intent with detailed employee, customer, and stakeholder interviews including the corresponding facilitation and development of the Agency's strategic plan. The plan included a defined vision, mission, values, and related initiatives and accountability framework. • For the State of South Dakota, Mr. Reese led the South Dakota Internal Controls, he assisted the Bureau of Finance & Management with the documentation of the State's overall control framework to ensure the objectives, risks, controls, and monitoring activities were properly documented to ensure adequate testing and verification of the process and procedures by independent parties. • For a large publicly traded company in Michigan, Mr. Reese served as the Chief Audit Executive and was responsible for: <ul style="list-style-type: none"> – Oversight of the Company's regulatory compliance, internal controls and independent auditing over the third-party agencies and legal networks. – Worked extensively with the external auditors to ensure risk and controls were completed tested and monitored. – Led the due diligence review for an acquisition of a software vendor, which was developing the company's collections platform that, due to significant customization, was later determined to be of substantial value and contained proprietary process and procedures. As part of the due diligence review Mr. Reese modeled out a pro-forma balance sheet/income statement/cash flow, created models and financial analysis related to existing customer revenue, analyzed staffing needs post-acquisition for key individuals, and provided the pricing recommendation to the Company's CEO and CFO. – Responsible for planning and organizing the internal audit function including preparing the annual audit plan, evaluating risk assessments, scheduling resources for both internal and external reviews, estimating future resource needs, and adjusting resource allocation based on changing Company needs. – Provided quarterly reports and presentations to the Audit Committee of the Board of Directors on the status of risk management, compliance, SOX 404 and 302, Enterprise Risk Management, and overall corporate governance. • For a large publicly traded company in Michigan, Mr. Reese led the accounting operations team. As part of the accounting operations team, Mr. Reese was responsible for: <ul style="list-style-type: none"> – Leading various accounting departments, which included Accounts Receivable, Accounts Payable, Payroll, and Travel. – Overseeing the posting of approximately \$28.0 million to customers' accounts monthly and providing data analysis to the operational groups to assist them in determining the work effort for various portfolios. – Financial Lead in negotiations with a bank consortium and responsible for modeling the Company's projected balance sheet, income statement, and cash flow for the amendment to its \$100.0 million revolving credit facility resulting in doubling of the borrowing capacity in the first quarter of 2010. – Developing and refining complex models using data analytic tools, such as SAS, to support financial analysis; including revenue recognition, portfolio profitability, and activity-based cost management. – Designated workstream project manager for its collection software modernization where the company replaced it a legacy collections system with a modern and flexible open architecture collection system. • For a major retail chain based in Cincinnati, Mr. Reese served as Vice President Legal Compliance, Control, and Audit. He led oversight for implementing control procedures and policy updates, assisted in coordinating operating committee governance and participated in monthly meetings and follow-up on agreed action plans, provided oversight and input for key contract negotiations, including Know Your Customer and Anti-money Laundering, and was responsible for preparing and compiling the presentations for FDS Bank Audit Committee and Board of Directors, which included financials, compliance, and potential data breaches. • For a major retail chain based in Cincinnati, Mr. Reese served as Director Internal Audit. He was responsible to assist with the overall audit plan for the Company. During the execution of the audit plan, he provided project oversight for multiple engagement and conducted final reviews of audit deliverables for both Sarbanes-Oxley and operational audits across the company. Mr. Reese's areas of focus included finance and accounting, credit and customer call center, .com, logistics, and store audits

A.5 Eric Chism, Internal Controls

Name	Eric Chism
Proposed Position	Subject Matter Expert, Internal Controls
Certifications	<ul style="list-style-type: none"> • Certified Government Financial Manager (CGFM) • Certified Defense Financial Manager (CDFM) • Certified Fraud Examiner (CFE)
Degree/Education	• Bachelor of Science, St. Augustine University
Years of Experience	23 Years
Summary of Qualifications	
<p>Mr. Chism is a Manager with Guidehouse LLP in the Financial Services practice. He has over 20 years of Federal, State, and Local government experience dealing with risk management, internal controls, and financial management. Mr. Chism is an engaged leader focused on implementing sustainable solutions to complex problems and managing diverse teams to accomplish organizational mission, goals and objectives. This includes assessing and monitoring control around Federal government programs and financial reporting in accordance with federal laws and regulations such as, but not limited to: FMFIA, OMB A-123, and IPERA. Mr. Chism has significant experience in overseeing projects focused on implementing and evaluating internal controls under OMB A-123 Appendix A.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For the OMB Circular A-123, Appendix A, Mr. Chism leads support services to the United States Mint to assess internal controls over reporting. As the Engagement Manager, Mr. Chism provides technical advice to Mint's Management Team on leading practices for developing, implementing, sustaining, and assessing internal controls to achieve OMB Circular A-123 objectives. Mr. Chism advises his team on the scope of the A-123 assessment to include planning, reviewing work products during the execution of the assessment, and evaluating findings and issues to identify the root cause of exceptions. Mr. Chism leverages the experience gained from various A-123 and business process engagements to provide support and subject matter advice to assist with streamlining the assessment of business processes. • For the OMB Circular A-123, Appendix A, Mr. Chism provided support services to the FSA. Mr. Chism was responsible for managing the assessment of internal controls over financial reporting and intern controls over financial systems. Mr. Chism's work included providing guidance to management regarding the direction of internal control testing, as well as leading efforts to perform risk assessments, document internal controls, and assess the design and operating effectiveness of key controls. • For the Department of Homeland Security (DHS) Components and Headquarter program personnel related to OMB A-123, Mr. Chism managed efforts to provide oversight and technical advice. This included independently directing and managing internal control assessments of financial operations and high-risk programs, resulting in reliable and clearly presented results of completed assessments. Mr. Chism led efforts to conduct independent reviews of Component improper payment test for to ensure compliance with IPIA, and accurate identification of improper payments and error rates. Mr. Chism also supported DHS in reviewing financial operation policies and procedures to determine compliance with existing laws, regulations and guidance, and identify best practices to implement Department wide. Part of these reviews included any red flag indicators that could potentially lead to fraudulent activities. He conducted workshops to assist Department personnel with implementing processes to develop, assess, and improve internal controls over operations. • For FMFIA, Mr. Chism led efforts to review 129 Assessable Units to determine compliance with OMB A-123 and Departmental policies, Mr. Chism provided technical guidance to organizational Assessable Unit Managers and Internal Control Coordinators to document, review, assess, and report on internal controls. Mr. Chism developed and updated internal control guidance for programs to prepare and submit self-assessments and assurance statement packages while also successfully preparing the client's FMFIA Annual Statement of Assurance for submission to Headquarters for consolidation. • For the Department of Defense, Mr. Chism managed teams assigned to analyze data and assess controls to support the implementation of financial improvement and audit readiness requirements. Mr. Chism performed internal reviews of Defense Finance and Accounting Services' (DFAS) Mechanization of Contract Administration Services system to assist client management with developing and implementing corrective actions for identified deficiencies that affected financial statement balances. Mr. Chism used analytical tools to research and validate the accuracy of balances reported on federal financial statements. 	

A.6 *Dami Kehinde, Federal Grant Management*

Name	Dami Kehinde
Proposed Position	Subject Matter Expert, Federal Grants Management
Certifications	<ul style="list-style-type: none"> • Certified Project Management Professional
Degree/Education	<ul style="list-style-type: none"> • Bachelor of Architecture, Howard University • Master of Community and Regional Planning, Morgan State University
Years of Experience	12 Years
Summary of Qualifications	
<p>Ms. Dami Kehinde is an Associate Director in Guidehouse's Capital Projects & Infrastructure practice. Ms. Kehinde has over 12 years of experience in public infrastructure and programs and has been a project manager with the City of Joplin's reconstruction program leading efforts in the area of planning, financial compliance and reporting. She was previously with Maryland DOT supporting planning and execution of a number of large, complex state and federally funded programs.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For the City of Joplin, MO, Ms. Kehinde worked with a client in the development of their Integrated Master Schedule (IMS) which included all phases related to the Project Life Cycle. The IMS kept all the project stakeholders informed on project progress and alerted stakeholders on any potential issues with the schedule/project delivery. Ms. Kehinde also worked with the client and their stakeholders to develop an overall program and individual project budgets which were used to analyze project invoices, expenditures and project progress. • For various consulting engineer firms, Ms. Kehinde coordinated plan reviews with the stakeholders and also facilitated project progress meetings with the client and all interested stakeholders to ensure that the plans incorporated all the necessary client and Public Works requirements. Ms. Kehinde also assisted in the development of templates, progress reports and facilitated weekly, bi-weekly and monthly project status meetings as needed to assist with the overall program and project tracking • For various consulting engineer firms, Ms. Kehinde also worked on the development of their website and public dashboard which helped to disseminate information to the public, regulatory bodies, elected officials and other interested stakeholders. The project team developed newsletters, brochures, posters and other informational materials which discussed the importance of each individual project and the potential benefits and impacts to the community. • For a State agency, Ms. Kehinde acted as a Program Manager to provide oversight on a variety of Public Infrastructure & Facilities projects (Capital Improvements, Streets, Sanitary sewer and Storm projects), Housing, Economic Development and Public Service projects. • For a State agency, Ms. Kehinde provided capital planning, program development, project oversight and compliance reviews for infrastructure projects constructed using federally sponsored disaster recovery funding. She developed communication plans and strategies to educate the public on planned and current projects via newsletters, public notices, and website updates. Ms. Kehinde monitored existing and proposed sub-recipients to ensure compliance with federally sponsored disaster recovery funding. 	

A.7 Rob Reid, Federal Eligibility & Compliance

Name	Rob Reid
Proposed Position	Subject Matter Expert, Federal Eligibility & Compliance
Certifications	<ul style="list-style-type: none"> • Project Management Professional (PMP) • LEED Accredited Professional (LEED AP, BD+C) • Certified Scrum Master (CSM)
Degree/Education	<ul style="list-style-type: none"> • MBA Candidate, Duke University Fuqua School of Business • Bachelor of Science, Auburn University
Years of Experience	15 Years
Summary of Qualifications	
<p>Mr. Rob Reid is a Director in Guidehouse's Advanced Solutions practice with more than 10 years of experience with FEMA PA, HUD Community Development Block Grant – Disaster Recovery (CDBG-DR), grants management, federal transportation, infrastructure, economic development, housing, capital asset, and commercial construction projects. Most recently, he has worked with dozens of applicants for FEMA PA during the COVID-19 response through the development and submission of Category B Project Worksheets. He also recently managed a team administering the CDBG-DR, FEMA PA, FHWA, and HMGP recovery programs for a grantee in Texas. He has worked with FEMA PA and CDBG-DR personnel and grantees in planning, implementation, administration, and monitoring of recovery funds and has a background in construction project management, risk analysis, capital planning and budgeting, and value engineering. Mr. Reid has worked with federal fund grantees across the nation including in Texas, Puerto Rico, Colorado, Missouri, New York, and Louisiana.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For multiple healthcare PNPs and subrecipients across the United States, Mr. Reid oversaw the development and submission of FEMA Category B Project Worksheets in response to COVID-19 providing subject matter expertise, regulatory guidance, and project management. • For Harris County, TX, Mr. Reid served as the program manager assisting Harris County with the strategy, planning, execution, compliance, and procurement of over \$1.5B of disaster recovery and grants management in response to Hurricane Harvey. His team is managing all grant funding sources including FEMA PA, HUD CDBG-DR, FHWA, FEMA HMGP, and others. Guidehouse has provided guidance to several departments within the County including the Community Services Department, Engineering Department, Purchasing Office, Auditors Office, Sheriff's Department, Fire Marshall's Office, and the Parks Department. • For the Centers for Disease Control and Prevention (CDC), Mr. Reid implemented enterprise risk management best practices and oversaw daily risk management of first responders to public health emergencies across the globe. • For the City of Joplin, MO, Mr. Reid was the Project Manager for the City of Joplin CDBG-DR Fund Administrator project related to the City's recovery from the EF-5 strength tornado which devastated the City in 2011. Mr. Reid led the team through the development of project management practices and tools which were recognized as "exemplary practices" in a recent HUD compliance audit. • For a large electric utility company, Mr. Reid managed a team which provided procurement assistance and project management oversight for a significant FEMA 428 Alternative Procedures Pilot Program. • For the New York Governor's Office of Storm Recovery (GOSR), Mr. Reid assisted New York State Governor's Office of Storm Recovery to conduct an assessment of GOSR's vendor management and oversight processes, perform audits of vendors, assist GOSR in preparation for a HUD program audit, evaluated sub recipient monitoring policies, and provide general policy and procedural recommendations. • For the Colorado Division of Homeland Security & Emergency Management, Mr. Reid was a part of the Applicant Assistance Team, administering the FEMA PA program and collaborating with federal, state and local entities in interpreting policy guidelines, disaster specific guidance, and in reaching consensus in alternative solutions to complex eligibility issues that satisfy regulations. In this capacity, he worked closely with applicants, providing technical assistance and guidance throughout Project Worksheet (PW) creation, Requests for Reimbursement, and project closeout, as well as providing strategic guidance to the State in critical policy decisions. 	

A.8 *Minden Koopmans, Grants Management and Diversity, Equity and Inclusion*

Name	Minden Koopmans
Proposed Position	Subject Matter Expert, Grants Management and Diversity, Equity and Inclusion
Degree/Education	<ul style="list-style-type: none"> • Master of Business Administration, New York University • Bachelor of Arts, Bennington College
Years of Experience	15+ Years
Summary of Qualifications	
Ms. Minden Koopmans is a Manager with Guidehouse's State and Local Government Practice. She has industry and consulting experience, including leading public sector projects related to equity analysis and action planning, strategic planning, performance management, and change management initiatives. She has extensive experience translating qualitative and quantitative research into actionable government policy.	
Relevant Experience	
<ul style="list-style-type: none"> • For New York City's three largest human services agencies, Ms. Koopmans created guidance on conducting Agency equity assessments looking at gender and gender-identity, race, sexual orientation, and income, as well as responsive equity action plans to address any disparities. She engaged subject matter experts, led cross-agency working groups, and created summaries and policy memos for City leadership. • For the Mayor's Office of Operations, Ms. Koopmans led the creation of the Social Indicators Report, a citywide analysis of social conditions that identifies disparities in education, health, safety, and economic data collected from 15 city agencies and documents the corresponding, strategic policy responses to close gaps. • For a Mayoral Office in New York City, Ms. Koopmans led analysis and reporting of the city's workforce development, adult education, and training system. Analysis looked at research, performance management, and level of investment to inform the Career Pathways: One City Working Together strategic plan. From this research, Ms. Koopmans led a working group and engaged city and nonprofit stakeholders to create citywide commonly defined metrics to measure workforce development program efficacy. • For the Mayor's Office of Economic Opportunity, Ms. Koopmans oversaw performance management and developed KPI for a \$100M portfolio of antipoverty initiatives, including tutoring, education, and workforce development programs. • For the Metropolitan Transportation Authority (MTA), Ms. Koopmans supported four Department working groups (including the EEO, Diversity, and Inclusion department) on advancing an organization-wide strategic transformation plan. Ms. Koopmans supported each working group in validating their current staffing and structure, developing detailed future state organization models, and creating a roadmap for all implementation activities. Using inputs from a total of 14 Department working groups and feedback from over 25 stakeholders, the Guidehouse team wrote the agency's RFP for consolidation implementation services. The team is now supporting the RFP selection process. • For a large, metropolitan transportation agency, Ms. Koopmans led a team on the assessments of two customer-facing contact centers, including one dedicated to coordination of public transportation services for riders with a disability. The assessment analyzed operations, business processes, IT, and customer experience. She incorporated this work into the agency-wide assessment, developed strategic recommendations for transformation, and created a detailed implementation plan to improve efficiency and customer experience. 	

A.9 *Rebecca Guerriero, American Rescue Plan Strategy*

Name	Rebecca Guerriero
Proposed Position	Subject Matter Expert, American Rescue Plan Strategy
Degree/Education	<ul style="list-style-type: none"> • Master of Science, University of Oxford • Bachelor of Arts, University of Michigan
Total Years of Experience	8+ Years
Summary of Qualifications	
<p>Ms. Rebecca Guerriero is a Managing Consultant in Guidehouse's State and Local Government Advisory Practice. She has over 8 years of experience assisting public and private sector organizations improve their strategic operations and adapt to evolving responsibilities and expectations. Ms. Guerriero has significant experience in data analysis, strategic planning, stakeholder facilitation, organizational governance, and risk management. Ms. Guerriero's technical experience includes project management, scenario planning, learning and evaluation, strategic communications, research design, and analysis, and stakeholder engagement. Previously, Ms. Guerriero worked as an adviser to the World Bank and UNISDR on data management in disaster risk reduction, response, and recovery as well as a sustainability management consultant to the public and private sectors in the UK. Ms. Guerriero is currently supporting Wayne County in their COVID-19 response.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For Wayne County, MI, Ms. Guerriero is supporting the firm's work identifying authorized use of CARES and CRF relief funds for the County. Ms. Guerriero supports the analysis of and recommendations for the County's immediate response efforts and financial projections for long-term economic development. Additionally, Ms. Guerriero is coordinating the creation and analysis of the County's hazard pay reimbursement requests. • For a multi-billion-dollar foundation, Ms. Guerriero led the development of a strategic climate financing and COVID-19 response plan, resulting in the deployment of \$3 million in new funds for climate adaptation and disaster recovery efforts. Ms. Guerriero managed alignment of over 20 different funds to strengthen urban climate adaptation and community resilience across the country. She worked closely with FEMA and HUD CDBG-DR to facilitate and inform these efforts. Ms. Guerriero developed and implemented data management and visualization platforms, as well as the necessary feedback loops to incorporate the data in real-time analysis. • For the World Bank, Ms. Guerriero developed and advised upon strategy for the effective use of open data for climate risk and disaster risk reduction. She managed a team of consultants and government officials to execute strategies from project conceptualization to completion and oversaw contractual and financial management. • For the United Nations International Strategy for Disaster Reduction, Ms. Guerriero developed, analyzed, and wrote a global roadmap, showcase, and guide on open data management and utilization for disaster risk reduction for the agency's Making Cities Resilient Campaign. Her work included identifying opportunities for organizational change management, strategic and streamlined technology upgrades, and developing performance indicators for success and risk identification. • For a multinational information technology corporation, Ms. Guerriero conducted risk analysis and exposure mitigation for an upcoming software spin-off into two corporations. Ms. Guerriero led the review of invoices and supporting documentation related to the corporation's split. She managed the budgets, timelines, personnel, and project plans for the corporation's corporate social responsibility and environmental health and safety divisions globally. Ms. Guerriero managed outside counsel to assist with scenario planning and ensure the corporation met its required internal and external obligations in a timely and efficient manner. 	

Appendix B. Bidder Information and Signature Page

3/12/2021

SolicitationForm005180 (2).html

BIDDER/RESPONDERS INFORMATION	
Legal Name	Guidehouse Inc.
Street Address	2941 Fairview Park Drive, Suite 501
City	Falls Church
State/ZIP	VA, 22042
Corporate I.D. or Taxpayer I.D. #	36-4094854
Bidders/Responders Contact Name	Jeff Bankowski
Contact Phone	(734) 644-0595
Contact Email	jbankowski@guidehouse.com

This ENTIRE Solicitation packet (ALL Pages) must be included and returned signed with your bid/RFP response.

I have reviewed the TERMS AND CONDITIONS and insurance requirements stated prior to submitting this bid/RFP solicitation.

Vendor's Authorized Agent

Signature		Date	3/29/2021
Printed Name	Jeff Bankowski		
Title	Partner		
Phone	(734) 644-0595		
Date	3/29/2021		
Email	jbankowski@guidehouse.com		

file:///C:/Users/guzzys/Downloads/SolicitationForm005180 (2).html

2/12

Appendix C. Exceptions Document

Submission of this proposal is not an indication of Guidehouse Inc.'s ("Guidehouse") willingness to be bound by all of the terms presented in the Oakland County (the "County") Request for Proposal for Government Fiscal Consulting (the "RFP"). This proposal in response to the County's RFP does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory vendor contract including modifications to certain RFP terms and conditions (including, without limitation, the RFP's sample Oakland County Purchasing Contract) and including our standard terms and conditions and fees and billing rates established therein.

Given our past history of successfully negotiating mutually agreeable terms with similar public sector agencies, we do not anticipate any difficulty in reaching a contractual agreement that will enable us to provide the professional services which you are requesting, while protecting the interests of both parties.

Guidehouse Inc. respectfully requests the County modify the following provision to align with our contracting policies.

Payment Obligations. Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within **one hundred and eighty** ~~sixty (6180)~~ Days of Contractor's performance. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor. **The County will pay undisputed amounts to Contractor upon receipt, and payment of professional fees and expenses is expected within thirty (30) days of the invoice date. If payment on invoices is past due more than sixty (60) days, Contractor reserves the right to terminate the Agreement or the applicable SOW or suspend the Services until payment is received.**

Guidehouse Inc. respectfully requests the County modify the following provision to align with our contracting policies.

No Obligation for Penalties/Costs/Fines. **Either Party** ~~The County~~ shall not be responsible for any cost, fee, fine, penalty; or direct, indirect, special, incidental, or consequential damages incurred or suffered ~~by Contractor~~ in connection with or resulting from the performance of this Contract under any circumstances.

Guidehouse Inc. respectfully requests the County modify the following provision to align with our contracting policies.

~~6.15.1. Warranty of Merchantability; 6.15.2. Warranty of Fitness for a Particular Purpose.~~
INTENTIONALLY OMIT.

Attachment 2

Standard of Performance: Contractor agrees that the Services provided for herein will be performed in a professional manner in accordance with recognized professional consulting standards for similar services and that qualified personnel will be assigned for that purpose. In providing the Services, Contractor and its personnel shall exercise reasonable care. Contractor cannot guarantee or assure the achievement of any particular performance objective, nor can Contractor guarantee or assure any particular outcome for County or any other person as a result of this Agreement or the performance of the Services. If, during the performance of these Services or within one year following completion of the Agreement, such Services will prove to be faulty or defective by reason of a failure to meet such standards, Contractor agrees that upon prompt written notification from County prior to the expiration of the one-year period following the completion of the Agreement of any such fault or defect, such faulty portion of the Services will be redone at no cost to County up to a maximum amount equivalent to the cost of the Services rendered under this Agreement. THE FOREGOING WILL CONSTITUTE CONTRACTOR'S SOLE WARRANTY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE SERVICES AND THE ACTIVITIES INVOLVED IN ITS PREPARATION, AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Guidehouse Inc. respectfully requests the County modify the following provision to align with our contracting policies.

Contractor Indemnification. Contractor shall indemnify, defend, and hold the County harmless from all ~~third party~~ Claims, ~~incurred by or~~ directly asserted against the County by any ~~third party person~~ or entity, which ~~are alleged to have been caused~~ directly ~~caused or indirectly~~ from the ~~grossly negligent~~ acts or omissions of Contractor or Contractor's Employees ~~that causes death, injury, or bodily harm or damage to real or tangible property~~. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contract[A1].

Guidehouse Inc. respectfully requests the County modify the following provision to align with our contracting policies.

Assignment of Rights. In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property; (b) ~~upon full payment of all amounts due to the Contractor under this Agreement~~, any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the County are works made for hire, created for, and owned exclusively by the County, unless otherwise specified in the Contract; (c) ~~upon full payment of all amounts due to the Contractor under this Agreement~~, Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County.; ~~and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure Contractor Employees assign their rights and interests in County Intellectual Property to the County.~~

Attachment 2

Guidehouse Inc. respectfully requests the County modify the following provision to align with our contracting policies.

Contractor Use of Confidential Information. ~~Contractor and Contractor Employees~~ **Both Parties** shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. ~~Contractor~~ **Both Parties** shall not reproduce, provide, disclose, or give access of Confidential Information to any ~~Contractor Employee~~ or third-party not having a legitimate need to know. ~~Contractor and Contractor Employees~~ **Both Parties** shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, **both Parties** ~~Contractor~~ may disclose the Confidential Information, if required by law, statute, or other legal process; provided that **receiving Party** ~~Contractor~~: (a) gives the **disclosing Party** ~~County~~ prompt written notice of the impending disclosure; (b) provides reasonable assistance to the **disclosing** ~~County~~ in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon **either Party** ~~Contractor~~ with respect to any Confidential Information which **either Party** ~~Contractor~~ can establish by legally sufficient evidence: (a) was in possession of or was known by **the receiving Party** ~~Contractor~~, prior to its receipt from the **disclosing Party** ~~County~~, without any obligation to maintain its confidentiality; or (b) is obtained by **receiving Party** ~~Contractor~~ from a third-party having the right to disclose it, without an obligation to keep such information confidential

Guidehouse Inc. respectfully requests the County to add the following provision to align with our contracting policies. We are required to include a limitation of liability in each contract.

Notwithstanding any term herein, and except to the extent finally determined to be prohibited by law and notwithstanding any other contrary term in this Agreement, Guidehouse's aggregate liability for all claims, losses, liabilities, or damages in connection with this agreement or its subject matter, whether as a result of breach of contract, tort (including negligence), or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Guidehouse in the previous twelve (12) months for the particular Service giving rise to the liability under this agreement. In addition, Guidehouse will not be liable for any lost profits, consequential, indirect, punitive, exemplary, or special damages. Also, Guidehouse shall have no liability arising from or relating to any third-party hardware, software, information, or materials selected or supplied by the County.

Attachment 2



Oakland County Michigan
Event # 005180

Financial Consulting Services

Financial Stability and Proof of Insurance

March 29, 2021

Provided to:

Oakland County Michigan
Scott Guzzys
2100 Pontiac Lake Rd.
Waterford, MI., 48328
guzzys@oakgov.com

Provided by:

Jeffrey Bankowski
Partner
2941 Fairview Park Dr., Ste. 501
Falls Church, VA 22042-4543
Telephone (734) 644-0595
jbankowski@guidehouse.com
www.guidehouse.com

Taxpayer Identification Number (TIN): 36-4094854
Data Universal Numbering System (DUNS): 022582428
Commercial and Government Entity (CAGE) Code: 1HLR9

guidehouse.com

2021-128

This proposal includes data that is proprietary and confidential to Guidehouse and shall not be disclosed outside the recipient's organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. However, if a contract is awarded to this offeror as a result of, or in connection with, the submission of these data, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information contained in these data if they are obtained from another source without restriction. The data subject to this restriction are contained in specified pages/sheets herein.

This proposal does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory engagement contract including modifications to certain RFP terms and conditions and including our standard terms and conditions and fees and billing rates established therein.

Attachment 2

Table of Contents

Section	Page
8. Financial Stability and Proof of Insurance	8-1
8.1 Financial Stability	8.1-1
8.2 Current General and Professional Liability – Certificate of Insurance.....	8.2-5

8. Financial Stability and Proof of Insurance

8.1 Financial Stability

1.0 Guidehouse Financial Resources Statement

1.1 Organization and nature of business

Guidehouse Holding Corporation (collectively with its subsidiaries, “Guidehouse” or the “Company”) is a wholly owned subsidiary of Guidehouse Holdings LLC (the “Parent Entity”). Guidehouse Holdings LLC (“Holdings”) is owned principally by investment fund entities affiliated with Veritas Capital (“Veritas”) and by Guidehouse Management Holdings LLC (“Management Holdings”). Guidehouse was incorporated in the state of Delaware on February 8, 2018.

Guidehouse helps commercial and public clients address their most important challenges with innovative solutions that advance conventional thinking and create value for their stakeholders, build trust in society and shape a new future.

On May 1, 2018, Guidehouse acquired 100% of the equity interests (the “Transaction”) in PricewaterhouseCoopers Public Sector LLP (“PwC Public Sector”). The Company had no operations prior to the Transaction and the Parent Entity has no operations other than its ownership of the Company.

On October 11, 2019, Guidehouse acquired 100% equity interest of Navigant Consulting, Inc. (“Navigant”). Navigant is a specialized, global professional services firm that primarily serves clients in the healthcare, energy and financial services industries across a range of advisory, consulting, outsourcing and technology/analytics services in the United States (“U.S.”) and internationally.

Historically, Guidehouse’s fiscal year ended on June 30. However, Guidehouse changed its fiscal year-end to December 31, beginning on December 31, 2019.

Guidehouse has offices in various cities within the U.S., Europe, the Middle East and Asia. Guidehouse’s customers are primarily located in the United States (“U.S.”) and are substantially comprised of major U.S. Government entities, as well as commercial clients including healthcare providers and payers, utility and energy companies, and financial institutions. Guidehouse derived approximately 56% of its revenues from the U.S. Government (including approximately 31% from the U.S. Department of Defense).

Guidehouse has the following subsidiaries: Guidehouse LLP, Guidehouse Holdings 2 LLC, Guidehouse Services LLC, Guidehouse International LLC, Guidehouse Tanzania LLC, Navigant Consulting, Inc., Navigant Cymetrix Corporation, Health Systems Solutions LLC and Navigant Europe Limited. The Company wholly owns these subsidiaries, except for Health Systems Solutions LLC, which the Company owns 60 percent financial and controlling interest of.

As a private company, our policy is to strictly refrain from issuing financial statements or any detailed financial information to external parties.

Guidehouse has the necessary financial capacity, working capital, and other resources to perform this contract without assistance from any outside sources.

1.2 Financial Statement Information

Guidehouse’s total fee revenues, exclude any cost reimbursable amounts that are considered revenue for financial statement purposes but do not generate income for the business. Guidehouse has a fiscal year of Jan - Dec.

- Year Ended December 31, 2019 - \$1.433 Billion

• Quarters Ended September 30, 2020 - \$1.150 Billion

The business generates positive cash and is very profitable on an EBITDA (Earnings before interest, tax, depreciation and amortization) basis. Guidehouse has had financial audits conducted in the following periods – Fiscal Year ended June 30, 2016, Fiscal Year ended June 30, 2017, an audit for the stub period May 1, 2018 – June 30, 2018 that represents the Veritas investment period for its fiscal year 2018, Fiscal Year ended June 30, 2019, and the stub period from July 1 2019 – December 31, 2019. After this stub period, Guidehouse will subsequently operate on a fiscal year from January through December. For evaluation purposes, interim (unaudited) financial statements for the third quarter of the fiscal year which began on January 1, 2020, are shown in Table 1, Table 2 and Table 3.

Table 1. Summary Balance Sheet

CY2020 – As of September 30, 2020 (in thousands & UnAudited)	
Assets	
<i>Current Assets</i>	
Cash & Cash Equivalents	291,442
Accounts Receivable	288,154
Prepaid and other assets	29,815
Total Current Assets	609,411
Property and equipment	73,986
Purchase intangible asset, net	333,526
Goodwill, net	812,274
Right of use Asset	88,142
Other Non-current Assets	15,079
Deferred debt financing costs, net	-
Total Assets	1,932,418
Liabilities & Equity	
<i>Current Liabilities</i>	
Accounts Payable	43,052
Accrued vacation, salaries, benefits and payroll taxes	156,067
Current portion of long term debt	6,037
Other current liabilities	49,320
Total Current Liabilities	254,512
Long-term debt, net of current portion	1,213,797
Other long-term liabilities	92,437
Total Liabilities	1,560,745
Equity	371,673
Total Liabilities & Equity	1,932,418

Table 2. Summary Consolidated Income Statement

CY2020 – Year to Date Through September 30, 2020 (in thousands & UnAudited)	
Net sales, adjusted	1,150,148
Cost of sales	800,483
Gross margin	349,665
Depreciation and Amortization	137,533
SG&A	205,042
Total Operating Expenses	342,575
Operating Income	7,090
% of Revenue	0.62%
Interest Income	(825)
Interest Expense	65,045
Income Tax	(792)
Income from non-controlling Interest	8,002
Net Income	(56,337)
% of Revenue	-4.90%
EBITDA	144,623

Table 3. Summary Consolidated Statement of Cash Flows

CY2020 – Year to Date Through September 30, 2020 (in thousands & UnAudited)	
EDITDA	144,623
Cash paid for Interest Expense	(60,990)
Cash paid for Income Tax	(1,997)
Cash generated (used) in working capital	47,577
Cash generated (used) in investing activities	(7,553)
Cash generated (used) in financing activities	(14,410)
Cash generated (used) in operating activities	129,212
Total cash generated (used)	107,249
Beginning Cash Balance	184,193
Ending Cash Balance	291,442

1.3 Cash Liquidity

Effective October 11, 2019, with the acquisition of Navigant Consulting Inc., Guidehouse, representing substantially all of the assets and cash generation of Guidehouse, secured a syndicated Credit Facility that included a First Lien note for \$941 million, a Second Lien note for \$305 million and a revolving credit facility for \$125 million. There are no current borrowings under the revolving credit facility. The Company's liquidity is adequate to support the working capital requirements of substantial new customer contracts.

1.4 Audit Conducted in Accordance with OMB A-133 or OMB A-21

Guidehouse has not been subject to audits conducted in accordance with OMB A-133 or OMB A-21 and therefore, this is not applicable.

1.5 Lines of Credit with Lending Institutions

Eton Holdings in conjunction with the October 11, 2019 debt syndication received credit ratings with Moody's/Standard & Poors of B2/B-, respectively. Below shows the letter from Royal Bank of Canada validates the current status of Guidehouse's banking relationship and credit facility, which further substantiates that Guidehouse has the financial capability to support the estimated yearly amount of the contract.



Royal Bank of Canada
200 Vesey Street – 12th Floor
New York, NY 10281
Telephone (212) 428-6200
Fax (212) 428-6460

December 3, 2020

Re: Guidehouse LLP ("Guidehouse")

To whom it may concern:

At the request of Mr. Ali Izadpanah, Treasurer for Guidehouse, we provide this letter regarding Royal Bank of Canada's ("Royal Bank") banking relationship with Guidehouse.

As of the date of this letter, RBC has a banking relationship with Guidehouse in good standing which began in May 2018. RBC, on its own and as agent for a group of lender institutions, makes available to Guidehouse a multi-year committed borrowing facility for operating requirements. This credit facility size is in the low nine-figure dollar range and is unutilized as of today. Guidehouse has met all of its obligations in connection with the borrowing facility and with our banking relationship generally. We hold the senior management of Guidehouse in high regard.

Please be advised that these representations are as of the date hereof and Royal Bank in no way bears any responsibility to update this letter beyond this date.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "R. C. Smith".

Richard C. Smith
Managing Director

cc:

Ali Izadpanah, Guidehouse

8.2 Current General and Professional Liability – Certificate of Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE(M/D/YYYY) 10/28/2020			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Aon Risk Services, Inc. of Washington, D.C. 2001 K Street NW Suite 625 N Washington DC 20006 USA			CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL: ADDRESS:				
INSURED Guidehouse Inc. 1800 Tysons Boulevard, 7th Floor McLean VA 22102 USA			INSURER(S) AFFORDING COVERAGE				
			NAIC #				
			INSURER A: Continental Casualty Company 20443				
			INSURER B: American Casualty Co. of Reading PA 20427				
			INSURER C: The Continental Insurance Company 35289				
			INSURER D: Valley Forge Insurance Co 20508				
			INSURER E:				
			INSURER F:				
COVERAGES		CERTIFICATE NUMBER: 570084697258		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested							
INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WGR	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6057010444	05/01/2020	05/01/2021	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$1,000,000 MED EXP (Any one person): \$25,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMPOUND AGG: \$2,000,000
D	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6057010430	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Per accident): \$1,000,000 BODILY INJURY (Per person): BODILY INJURY (Per accident): PROPERTY DAMAGE (Per accident):
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$10,000			6057010458	05/01/2020	05/01/2021	EACH OCCURRENCE: \$1,000,000 AGGREGATE: \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in MD) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6057010461 (AOS) 6072069738 (CA)	05/01/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE-EA EMPLOYEE: \$1,000,000 E.L. DISEASE-POLICY LIMIT: \$1,000,000
A	E&O-PL-Primary SIR applies per policy terms & conditions			652158715	10/11/2019	10/11/2020	E&O Aggregate: \$1,000,000 Cyber Aggregate: \$1,000,000 Network Security: \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION			
Guidehouse, Inc. 1800 Tysons Blvd 7th Floor McLean VA 22182 USA				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Washington D.C.</i>			

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 570000075458

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services, Inc. of Washington, D.C.		NAMED INSURED Guidehouse Inc.	
POLICY NUMBER See Certificate Number: 570084697258			
CARRIER See Certificate Number: 570084697258	NAIC CODE:	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

ACORD 101 (2009/01)

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Attachment 2

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