



Request for Proposal (RFP) for Independent Audit Services

Section 1: Introduction

Muskegon Community College, herein referred to as the "College," is issuing this Request for Proposal (RFP) for Independent Audit Services. The College seeks a qualified firm to perform auditing services for its financial operations for fiscal years ending June 30, 2025 through June 30, 2029.

This RFP outlines the requirements, evaluation criteria, submission procedures, and terms of the agreement to ensure all potential vendors provide their best solutions and pricing in a fair and transparent process.

Background on Muskegon Community College

Muskegon Community College is a public community college, a political subdivision of the state of Michigan, with a full-time equated student enrollment of approximately 2,300 and unduplicated head count of approximately 5,400. MCC offers 41 associate degree programs and 48 certificate programs. The College has an annual General Fund budget of \$47.1 million and employs approximately 225 regular full and part time staff as well as a significant number of adjunct faculty and student assistants.

The College's main campus, located on a 111-acre campus in Muskegon, includes the Hendrik Meijer Library & Information Technology Center, the Bartels-Rode Gymnasium, the Frauenthal Foundation Fine Arts Center with the Overbrook Theater and Art Gallery, the Stevenson Center for Higher Education, the Science Center, the Health and Wellness Center, and the Art and Music Center. MCC also operates extension centers in Ottawa and Newaygo counties, as well as the Sturris Technology Center in downtown Muskegon.

Colleague enterprise computing system processes internal and external transactions including payroll. The College's bookstore and Information Technology operations are outsourced to independent operators.

The College's internal accounting records are maintained in a fund accounting format. Funds utilized include: General Fund, Auxiliary Activities, Expendable Restricted, Plant, Retirement and Agency Funds.

The most recent audit reports for the College can be found at <https://www.muskegoncc.edu/state-of-michigan-transparency-reporting/> under the Audits and Financial Reports section. The Foundation for Muskegon Community College's audit report can be found at <https://www.muskegoncc.edu/wp-content/uploads/2024/12/Foundation-for-Muskegon-Community-College-Audited-Financial-Statements-6-30-24-SECURED.pdf>.

Section 2: Scope of Services

The selected audit firm will be expected to perform the following services:

1. **Annual Financial Audits:**
 - Conduct an independent audit of the College's annual financial statements in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAS).
 - Conduct an independent audit of the Foundation for Muskegon Community College's annual financial statements in accordance with Generally Accepted Auditing Standards (GAAS).
 - Issue an opinion on the financial statements and provide a comprehensive report on findings.
 2. **Single Audit:**
 - Conduct an audit of federal funds in compliance with the Single Audit Act and related Uniform Guidance (2 CFR 200).
 3. **Special Projects or Advisory Services:**
 - Provide consultation on financial and regulatory matters as requested by the College.
 4. **Reports:**
 - Prepare audited financial statements and supplemental schedules for the College.
 - Prepare audited financial statements and supplemental schedules for the Foundation for Muskegon Community College.
 - Prepare form 990 for the Foundation of Muskegon Community College.
 - Prepare the Single Audit of Federal Financial Assistance Programs report.
 - Provide a management letter identifying areas for improvement in internal controls, compliance, and financial reporting.
 5. **Presentation of Findings:**
 - Present audit findings to the College's Board of Trustees and finance committee, if requested.
 6. **Support During Regulatory Reviews:**
 - Offer assistance during reviews or inquiries by regulatory bodies, if applicable.
 7. **Timeline**
 - Interim audit procedures shall be conducted during the June/July time frame.
 - Year-end audit procedures shall be conducted during the September/October time frame.
 - Financial statements and the Single Audit report shall be presented to the Board of Trustees no later than the November Board meeting (typically the 3rd Wednesday of the month) at 12:30 p.m.
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Section 3: Proposal Submission Requirements

Qualified firms interested in responding to this RFP must include the following information in their submission in the order as presented:

1. **Firm Overview:**
 - Description of the firm's history, size, and areas of expertise.
 - Details of professional certifications, accreditations, and licenses held.
2. **Experience:**
 - Describe recent local and/or regional office audit experience related to colleges and universities, particularly community colleges.
3. **Audit Approach:**
 - Description of the proposed audit methodology and work plan.
 - Timeline for completing the audits, including significant milestones.
4. **Key Personnel:**
 - Identify partner, manager and senior who will conduct the College's audit including their qualifications and experience.

- Resumes or professional profiles of staff assigned to this engagement.
- 5. **Fee Proposal:**
 - Detailed cost breakdown, including hourly rates, projected hours, and all associated expenses.
 - Indication of additional costs for special projects or consultations.
- 6. **Client References**
 - At least three client references, including contact information. (see page 9)
- 7. **Legal Disclosures:**
 - Description of any disciplinary actions, litigation, or investigations involving the firm in the past five years.
- 8. **Required Forms (pages 7-8) :** Bid Certification and Debarment Certification.
- 9. **Additional Information:**
 - Any other relevant details supporting the firm's qualifications and suitability.

By submitting a proposal, each firm certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each firm also certifies that it understands that any and all costs relating to preparation of proposals, including any time involved with oral presentations, will be the sole responsibility of the proposing firm.

Section 4: Evaluation Criteria

The evaluation and awarding of this proposal will be based on the following criteria and awarded to the most responsible, responsive proposer whose submission will be most advantageous to the College:

1. **Qualifications and Experience (30%):**
 - Depth of experience in providing audit services to public institutions or entities of similar scope.
2. **Audit Methodology (25%):**
 - Quality, efficiency, and clarity of the proposed approach.
3. **References (15%):**
 - Feedback from references provided by the firm.
4. **Fee Structure (20%):**
 - Reasonableness and transparency of proposed costs.
5. **Other Considerations (10%):**
 - Responsiveness to RFP requirements.
 - Value-added services or unique qualifications.

The proposer may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any fee amount originally proposed. If the College chooses to have presentations, it will schedule and notify proposer(s) of the time and location of their presentation. If such presentation is requested it is anticipated to take place in late February or early March.

The anticipated date that the selected firm will be appointed is at the March 19, 2025 Board of Trustees meeting.

Section 5: Submission Instructions

1. **Submission Deadline:**
 - **Proposals must be submitted by 2:00 p.m. EST, February 6, 2025. Late submissions will not be considered.**
 2. **Submission Format:**
 - Electronic submissions are preferred and must be sent to mike.council@muskegoncc.edu.
 - If submitting in hard copy, send 3 copies to:

Mike Council
Purchasing and Financial Services Manager
Muskegon Community College
221 S. Quarterline Rd.
Room 1044B
Muskegon, MI 49442
 3. **Questions and Clarifications:**
 - Direct all inquiries regarding this RFP to Mike Council, Purchasing and Financial Services Manager, mike.council@muskegoncc.edu, 231-777-0669.
 - The deadline for submitting questions is 11:00 a.m. January 31, 2025.
 - Responses will be issued by February 4, 2025 and shared with all bidders.
 - Any and all Addenda issued by the College prior to the submittal deadline shall be incorporated as part of the RFP for all purposes.
 4. **Withdrawal:**
 - Proposals may be withdrawn by written notice prior to the submission deadline.
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Section 6: General Conditions

1. The College considers all information and documentation requested to be submitted in response to this RFP to be of a non-confidential and non-proprietary nature and therefore shall be subject to public disclosure. Firms are hereby notified that MCC strictly adheres to all statutes, court decisions, and the opinions of the Michigan Attorney General with respect to disclosure of public information.
2. The College reserves the right to negotiate modifications to proposals it deems acceptable, to reject any or all proposals and waive minor irregularities in the procedures..
3. All costs associated with the preparation of proposals are the responsibility of the firm.
4. The College reserves the right to negotiate terms with the selected firm.
5. The College is exempt from federal, state and local taxes and will not be responsible for such taxes in connection with the award or performance of these services.
6. It is the policy of Muskegon Community College to provide equal opportunities and not discriminate in enrollment, education, employment, public accommodations, activities or services on the basis of race, color, religion, sex, national origin, marital status, sexual orientation, political persuasion, disability, height, weight, age, or other prohibitive matters. It is the policy of the College to patronize only those firms and vendors that demonstrate a commitment to equal opportunity within their own enterprises and abide by Federal and State laws.

We look forward to your response and to partnering with a qualified firm to meet our audit needs.

Insurance Requirements

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

The Contractor shall procure and maintain the following insurance coverage:

1. Coverage. The selected Provider shall maintain insurance, having the coverage described below and approved by MCC, prior to the contract, and shall maintain such insurance until the contract is terminated according to the prescribed procedures.
2. Evidence of Insurance. The Provider shall furnish MCC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for written notice to MCC prior to the cancellation of any insurance referred to therein. Failure to furnish the required certificate or failure to maintain the required insurance may result in termination of this Agreement at MCC's option. Any waiver of Provider's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of MCC. Failure of MCC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of MCC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Provider's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
3. Certified Copies of Policies. Provider shall provide certified copies of all insurance policies required above within ten (10) days of MCC's written request for said copies.
4. Commercial General and Umbrella Liability Insurance. Provider shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project or location. CGL insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). "MCC, its elected and appointed officials, employees, students, agents and volunteers" shall be included as an insured under the CGL and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to College. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract. Coverage shall be endorsed, if necessary to include lost key coverage.
5. Automobile and Umbrella Liability Insurance. Provider shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Umbrella Coverage \$3,000,000.

6. Workers Compensation Insurance. Provider shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

7. Commercial Property Insurance. Provider may, at its option, purchase business income, extra expense or similar coverage, and in no event shall MCC be liable for any business interruption or other consequential loss sustained by Provider, whether or not it is insured, even if such loss is caused by the negligence of MCC, its elected and appointed officials, employees, students, agents or volunteer. Provider may, at its option, purchase insurance to cover its personal property. In no event shall MCC be liable for any damage to or loss of personal property sustained by Provider, whether or not it is insured, even if such loss is caused by the negligence of MCC, its elected and appointed officials, employees, students, agents and volunteers.

8. Professional Liability Insurance. Provider shall maintain in force for the duration of this contract errors and omissions liability insurance appropriate to the Provider's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the Provider's services as defined in this Agreement. Coverage shall be written subject to limits of not less than \$1,000,000 per loss. If coverage is written on a claims-made basis, the Provider warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

9. Acceptability of Insurers. All required insurance shall be purchased from insurers acceptable to MCC. MCC shall have the right to reject insurance from an insurer that it deems unacceptable due to poor financial condition or because it is not operating legally.

10. No Representation of Coverage Adequacy. By requiring insurance herein, MCC does not represent that coverage and limits will necessarily be adequate to protect Provider, and such coverage and limits shall not be deemed as a limitation on Provider's liability under the indemnities granted to MCC in this contract.

11. Indemnification. Provider agrees to defend, indemnify and hold MCC, its elected and appointed officials, employees, students, agents and volunteers harmless from any claim, including, but not limited to death, bodily injury, personal injury or property damage, together with reasonable attorneys' fees and court costs, arising from Provider's performance under this Agreement, except, however, Provider will not be required to indemnify MCC for claims that arise out of the sole negligence or acts of MCC.

12. Subcontractor Requirements. Provider agrees to contractually obligate its subcontractors to indemnify MCC in precise conformance to the terms of Provider's obligation to indemnify MCC pursuant to this Agreement. The Provider further agrees to contractually obligate its subcontractors to provide insurance with the insurance coverages and limits of liability required to be provided by the Provider pursuant to the terms and conditions of this Agreement.

13. Cancellation or Reduction in Coverage. In the event of a lapse or reduction in the required coverages, the Provider shall cease operations and shall not resume operations until new insurance is in force.

**MUSKEGON COMMUNITY COLLEGE
REQUEST FOR PROPOSAL
Independent Audit Services**

BIDDER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions, Terms and Conditions, Scope of Services, Bid forms and all other documents accompanying this proposal.

I propose to furnish the services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of sixty (60) days in order to allow Muskegon Community College adequate time to evaluate the proposals.

I certify that all information contained in this Request for Proposal is truthful to the best of my knowledge and belief. I further certify I am duly authorized to submit this proposal on behalf of the vendor/organization/firm and that the vendor/organization/firm is ready, willing and able to perform if awarded this bid/proposal.

I further certify that this bid/proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a bid/proposal for the same commodity or service; no officer, employee or agent of Muskegon Community College or of any other bidder interested in bid/proposal; and the undersigned executed this bidder's certification with full knowledge and understanding of the matters contained and was duly authorized to do so.

Name of Vendor/Organization/Firm_____

Signature_____

Name & Title_____

Mailing Address_____

Telephone Number_____

E-mail Address_____

Muskegon Community College

CERTIFICATION. REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency.
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default, have ever been on the Prevailing Wage Violator's Registry or are currently being investigated under current name or any DBA's, corporate names, subsidiaries or other business entities under which you have operated in the last three years; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgment rendered against it.
 - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction.
 - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging, or
 - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name/Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

I am unable to certify the above statement. Attached is my explanation.

List of References

IMPORTANT: This form must be returned with the bid proposal form.

1. Name of Company _____
Address _____
Contact Person/Title _____
E-mail Address _____
Telephone Number _____

2. Name of Company _____
Address _____
Contact Person/Title _____
E-mail Address _____
Telephone Number _____

3. Name of Company _____
Address _____
Contact Person/Title _____
E-mail Address _____
Telephone Number _____