

September 26, 2007



**REQUEST FOR PROPOSALS FOR
ACTUARIAL SERVICES
RFP-RH-07-041**

The City of Rochester Hills is seeking proposals from experienced and qualified actuarial professionals to perform *Other Post employment Benefit* (OPEB) valuations (triennially) for the City's "supplemental retiree healthcare program" and other actuarial services as may be requested for the City. Sealed proposals will be received by the City of Rochester Hills at the Fiscal/Purchasing Office, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 until **3:00 P.M. Local Time, WEDNESDAY, OCTOBER 10, 2007**, at which time the name of submitting proposers will be publicly read.

The City of Rochester Hills officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at www.rochesterhills.org, click on City Services, Purchasing, Bid Opportunities and link to MITN website. Final proposal results will be posted on the MITN website after award.

THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

Any deviation from the specifications must be noted on the proposal.

Please submit proposal on or before the date and time given above to:

Jean A. Farris, CPPB, Supervisor of Procurement
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

All proposals (**3 copies**) must be submitted in a Sealed Envelope marked "**RFP – ACTUARIAL SERVICES.**"

A. OVERVIEW

The City of Rochester Hills is seeking information regarding actuarial professionals who will perform *Other Post employment Benefit* (OPEB) valuations (triennially) for the City of Rochester Hills “supplemental retiree healthcare program” and perhaps other actuarial services for the City. It is the City’s desire to have the valuation report all necessary information the City will need to report in its CAFR, as required by the Government Accounting Standards Board (GASB) for OPEBs, including calculations to potentially establish a fully funded trust (or agency fund).

The purpose of this Request for Proposal (RFP) is to outline the City’s requirements for actuarial services and solicit proposals from which the City may gain adequate information to evaluate such services.

B. BENEFIT INFORMATION

The City’s “supplemental retiree healthcare program” was established in 2001 to *supplement* the City’s Retiree Health Savings Program (DC plan).

EMPLOYEE ELIGIBILITY - The City will pay or reimburse a specified amount toward health insurance premiums on behalf of an eligible retiree and his/her spouse and/or other eligible dependants. To be eligible, the employee must have been actively employed with at least 10 years of credited City service time as of January 1, 2001; in other words, it is a closed plan.

Employees who satisfy the 70-point (combined age and years of service) requirement are eligible to receive the “supplemental benefit” and must enroll in a City-sponsored health insurance plan or individual Medicare Advantage plan within 45 days of retirement/separation from employment. Failure to do so, will forfeit any entitlement to the City’s sponsored health insurance. An eligible employee who becomes totally or permanently disabled is immediately eligible to receive his/her “supplemental benefit” upon separation of employment with the City. Note: Subject to additional provisions that will be provided at a later date.

SPOUSE AND DEPENDENT ELIGIBILITY – Only the employee’s spouse and/or other dependents who are eligible on the date of retirement/separation may participate in the “supplement benefit”. A surviving spouse and/or dependant is eligible to receive the participant’s “supplemental benefit” for the remainder of the period during which the retiree would have received the “supplemental benefit” to a maximum of 36 months after the death of the participant. If a surviving spouse and/or dependant becomes totally and permanently disabled during the life of the participant, the spouse and/or dependant may receive the full “supplemental benefit” for which the retiree is entitled. Note: Subject to additional provisions that will be provided at a later date.

BENEFIT CALCULATION:

The “supplement benefit” is determined according to the following formula:

$$[(\text{years of service})(\text{years of service})] \times .05 \times 15$$

The maximum number of years of service that is used in the formula to calculate the benefit is capped at 25.

The benefit is payable for a maximum period equal to the total years of credited City service time (this is not capped) as of January 1, 2001.

The amount of the “supplemental benefit” may never exceed the actual cost of the insurance premium/cost.

OTHER APPLICABLE INFORMATION –

There are 125 employees whom currently qualify for the benefit.

Maximum benefits range from \$75 to \$469 per month / per participant (not subject to cost-of-living or inflationary adjustments).

As indicated above, the benefit is payable for a maximum period equal to the total years of credited City service as of January 1, 2001.

Currently, \$2,000,000 is “designated” (*not reserved*) in the City’s General Fund, fund balance, \$400,000 in the Fire Fund, fund balance, and \$600,000 is designated in the City’s Water & Sewer Operating Fund, for possible future commitment for this OPEB.

The City has a Defined Contribution pension and a Retiree Health Savings program (with the ICMA). The City has no defined benefit program with the exception of this “supplemental retiree healthcare program”.

Participants’ data shall be supplied to actuary in an organized Excel spreadsheet.

C. MINIMUM QUALIFICATIONS

The City requires that all prospective service providers have strong credentials, be in good financial standing and be an enrolled actuary.

D. SCOPE OF SERVICES

The City is attempting to identify an actuary that has the ability to:

1. Conduct triennial (at a minimum) actuarial valuations and reviews of supplemental retiree healthcare benefit and provide written reports which comply with all federal and state accounting requirements including the actuarial calculations to supply applicable data for the City to utilize to be compliant with GASB requirements.

2. Provide useful, accurate, and timely periodic and/or reporting statements.
3. Organize, design and evaluate retiree benefit programs and formulate strategies to meet those obligations, if necessary.
4. Attend periodic meetings at the discretion of the City Council and available to address administration and City Council's questions from time to time.
5. Provide administrative and technical support on limited occasions.
6. Provide all required services within reasonable fee levels.

E. SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, **it is required** that the proposal be organized in the following manner:

1. Title Page:

Please indicate the RFP subject, the name of your organization, address, telephone number, name of contact person and date.

2. Letter of Transmittal:

Limit to one or two pages, signed by an officer who may bind the firm.

a. Briefly state your organization's understanding of the nature of the work.

b. Give the names of the persons who will be authorized to make presentations for your organization, their titles, addresses, and telephone numbers.

3. Submission:

The City requests that a total number of three (3) complete sets of your information be submitted. One (1) of the three sets must be unbound to enable additional photocopies to be made.

Your response must be presented in a sealed envelope clearly marked as follows:
"RFP - Actuarial Services."

Your response to this RFP must be received at the above address by 3 p.m. (local time) on Wednesday - October 10, 2007.

F. TIME LINE FOR ACTUARY REVIEW PROCESS

September 26, 2007 - Mail out RFP to potential actuarial service providers.

October 10, 2007 - Receive responses back from potential providers.

October 11, 2007 - Evaluate responses.

October 12, 2007 - Select and invite top selected firm(s) for a brief interview.

October 17, 2007 - Conduct interview(s).

October 18, 2007 – Select firm and begin transfer of information

It is the City's desire to have the actuarial valuation results by November 19, 2007.

PROPOSALS SHALL INCLUDE RESPONSES TO THE FOLLOWING:

ORGANIZATION BACKGROUND

1. How long has your company been in existence?
2. Is your organization a subsidiary, parent, or affiliate of any other company? If so, please describe in detail. Also, do any of these companies provide any other retirement fund services? If so, how do the companies protect against conflicts of interest?
3. What is the number of full time employees in your company? What is the location of your nearest office?
4. How many professionals have left your company in the last three (3) years? How many support staff have left your company in the last three (3) years?
5. How many major accounts/clients do you have? How many municipal accounts do you service? Please provide a representative client list.
6. How many accounts/clients have you gained in the last three (3) years? How many have left your company in the last three (3) years.

ADMINISTRATION

7. Tell us about your administrative, actuarial, and operations staffs. How many administrative and actuarial personnel do you employ? What is your process for assigning personnel to your clients?
8. Provide the names, titles and credentials of the individuals who would be assigned to municipal account. What are their specific responsibilities? Where are these individuals located? Who will attend any meetings? Provide the names of other clients that they serve.

REPORTS

9. What experience do you have in the valuation of post-employment health care benefits?
10. Approximately how many actuarial reports does your firm issue annually?
11. What types of reports do you typically generate for municipal clients?
12. Do you have computer modeling and simulation to assist in solving funding problems?
13. Do you have software that is specifically tailored to municipal retirement system applications? Please identify clients who are familiar with your software programs and who would be able to provide insight on how your system works on an administrative level.
14. Please detail the software programs and technical support services utilized in providing your services. Please explain how your system works with a client's existing system, how it is maintained/updated and what requirements /costs are associated with such a system.
15. Please describe your record retention policy and your systems backup process.
16. How are changes communicated to and from clients? Do you provide educational information to your clients? How does your company view its responsibility for tax and/or legal advice to participants?
17. Do your routine services also include experience studies, economic assumption studies, actuarial reviews, audits, and projections?
18. Describe both the features and benefits of your reports and system. Be sure to include descriptions of your capabilities and internal audit practices.

19. Describe the infrastructure you have built for providing actuarial services.
20. Will the actuarial records you maintain be “open” to auditors?

REPORTING

21. Describe your reporting capabilities. Be sure to comment on issues relating to accuracy and timeliness.
22. What information is requested of a client to prepare an actuarial report for the benefit described in Section B of this RFP? And what format (Excel spreadsheet etc...) would you accept the City’s data?
23. How soon would the City receive the actuarial report after all information is provided to your firm, specifically the first year’s report?

TIMELINESS

24. What procedures, practices or guidelines do you follow to ensure that your work is completed and provided to the client on a timely basis?
25. Are you willing to prepare and/or follow an agreed upon timeline the project you are assigned?
26. What assurances can you provide that all assigned work will be completed on an agreed upon timeline? Are you willing to accept a reduction in fees for reports, projects, calculations, etc. which are not completed in accordance with an agreed upon deadline?

RISK MANAGEMENT

27. Describe your system of controls to assure the accuracy of the processing and reporting of information? Do you have documented policies and procedures?
28. Describe the various types of insurance and indemnification provided to protect clients of service(s) proposed, including (Be sure to include specific dollar coverages):

- Errors and Omissions Coverage
- Risk Coverage
- Carriers
- Levels
- Limits
- Deductibles

FEES

29. Describe your basic approach to charging fees. Do you prefer flat fees? Do you prefer to blend multiple fee structures? Do you anticipate your fees increasing in the next three years? If so, what do you estimate the increase to be?
30. Please provide a detailed schedule of fees and an estimate of your annual fees to perform this triennial report. Your schedule should provide the following costs:
- a. Attendance at meetings
 - b. Other
31. What costs are involved in implementing your program?
32. What is the range of costs and/or your typical costs for supplemental benefit analysis?
33. Would you charge separately for travel expenses? If so, explain in detail your policy.
34. Describe any other costs or expenses we might incur with your firm? What is included in reimbursable expenses?

REFERENCES

35. Please provide the names, contacts, and phone numbers of clients who will share with the City their first-hand experiences regarding your “other post employment benefit” actuarial services (preferably municipalities).

MISCELLANEOUS

36. Is your company a member of MAPERS? What other affiliations does your company maintain to keep apprised of unique issues and developments affecting public employee retirement and other post employment benefits?
37. Has your company or its employees been investigated by any state or federal regulatory or law enforcement agency in the last ten years? If yes, please describe in detail the substance and results of each such investigation.
38. Has your company or its employees been a party to any lawsuit, including suits involving misfeasance or professional negligence, within the last ten years? If so, please describe the substance and results of each suit.
39. Please describe the transition process when taking on a new client. Please

discuss computer systems and data issues.

40. Please provide with your response a sample of a what a OPEB report from your firm may look like.

Professional Approach

The firm will represent that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided will be within its authority and capacity as a professional. The firm will comply with the regulations, laws, ordinances and requirements of all levels of government applicable to this project. Include acknowledgement of the above in your proposal.

Mandatory Requirements

These guidelines are provided to assist firms submitting in response to this Request for Proposal in formulating a thorough response. The successful firm ensures and understands that:

1. All licenses required by the State of Michigan are to be maintained by the firm during the course of the contract.
2. All required insurances are to be maintained by the firm during the course of the contract.
3. The firm will provide a single point of contact for the duration of the contract.
4. The firm will ensure completion of the project in accordance with the proposed time line as proposed by the consultant.
5. The firm will comply with administrative procedures of the City.
6. The firm will meet with applicable City departments to review specific concerns or issues.
7. The firm is qualified and experienced in providing the actuarial services as described herein.

General Conditions

1. All correspondence from interested firms regarding this proposal must be directed to the attention of Jean Farris, CPPB, Supervisor of Procurement, 1000 Rochester Hills Drive, Rochester Hills, MI 48309, 248/841-2538.
2. Additional information to this proposal from prospective firms may be requested by the City of Rochester Hills. Proposer shall furnish such additional information as the City

may reasonable require. The City reserves the right to investigate the qualifications of all proposers, as it deems appropriate.

3. No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Rochester Hills upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.
4. All information required by the Request for Proposals shall be supplied to constitute an acceptable response. Failure to submit a complete response may result in the disqualification.
5. No proposal may be withdrawn after it has been deposited with the City of Rochester Hills, except as provided by law.
6. All costs incurred in the preparation, submission, and presentation of this proposal, in any way whatsoever, will be wholly absorbed by the prospective firm. All supporting documentation will become the property of the City of Rochester Hills unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.
7. The City reserves the right to reject any and all proposals, to waive any informality in the proposal received, and to accept any proposal (or part thereof) which it will deem to be most favorable to the interests of the City. The City further reserves the right to seek new proposals when such a procedure is in its best interest.
8. The City reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the City. Changes may be increases or decreases.
9. The City reserves the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City's best interest and will be final. The City reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest.
10. The successful proposer must furnish documentation complying with State of Michigan and Federal laws relating to discrimination under Equal Employment Opportunity (EEO).
11. The City of Rochester Hills is exempt from all sales, excise, and transportation taxes.

12. The selected firm must maintain for the life of the agreement insurance coverage meeting the minimum limits of liabilities as outlined.
13. No faxed proposals will be accepted. All information requested herein must be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.
14. All proposals must be in accordance with the Purchasing Ordinances of the City of Rochester Hills and the requirements of this notice to be deemed responsive. Any deviation from the specifications must be noted in the proposal.
15. Ownership of all data, materials and documentation originated and prepared for the City of Rochester Hills pursuant to the Request for Proposals and the subsequent contract shall belong exclusively to the City of Rochester Hills.
16. The consultant will provide competent, suitable and qualified personnel to perform the work as required by the specifications. The consultant will designate a representative who will be present at site and will have the authority to act on behalf of the consultant. The consultant's representative will not be replaced without prior written notice to the City. All communications given the consultant's representative will be as binding as if given to the consultant.
17. The consultant shall not subcontract any or all portions of the work unless the City grants prior written approval. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The consultant shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Rochester Hills for such acts or omissions.
18. All work shall meet with the approval of the Finance Director or her authorized representative, as conforming to the provisions and requirements of this contract.
19. Advanced payments will not be authorized. Payments will be made on a time and materials basis and acceptance of services rendered. Correct invoices will be paid net 30 days, following the City of Rochester Hills' schedule for payment of invoices.
20. The City of Rochester Hills reserves the rights to waive any informalities, or immaterial omissions or defects and to reject any or all proposals, if to do so is deemed in the best interest of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the consultant to whom it is proposed to make such award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the Mayor the City of Rochester Hills.
21. Proposers are advised that the RFP is considered to be under evaluation from the opening date until contract award. The Purchasing Division and City staff is restricted from giving any information relative to the proposals or "progress" of the evaluation during

this time, except as described in this RFP and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website.

22. It shall be the consultant's responsibility to make inquiry as to the changes or addenda issued. Addendum will be posted on the MITN system. All such changes or addenda shall become a part of the contract and all proposers shall be bound by such changes or addenda.
23. In the event bankruptcy proceedings are commenced by or against proposer or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party. City shall be entitled to terminate without further cost or liability. The City may cancel the agreement6/contract or affirm the contract and hold the proposer responsible for damages.

Selection Criteria

Proposals will be evaluated and ranked. The City of Rochester Hills reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm selected will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

1. *Capacity*- Enumerate the firm's capacity to accomplish the project with its present work force and its ability to complete the project within the City's timeframe. Submit a proposed timeline for accomplishing the project based on current and anticipated workload. Firms should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms, if any that will be involved in the project.
2. *Work Program/Responsiveness to Objectives* – The firm shall provide a work plan that expressly addresses the City's objectives and the components identified in the RFP. The selection committee will determine how well that work program meets the objectives of this effort.
3. *Experience and Training* - The firm must have personnel who have experience with the professional services described herein as well as experience in working with municipal governments or public entities. Provide information on technical training, experience, and education of ONLY the personnel who will be assigned to this project. Please provide one page resumes.
4. *Comparable Projects* - Provide descriptions of comparable projects (3 to 5) that have been successfully completed by your firm within the past 2 years and a contact person (name, address, title, responsibility, and phone number) for each project. I

5. *Cost Proposal* – Provide a cost proposal based on the criteria outlined in the “Fees” section of this document. Also, provide hourly rates for additional services that the City may request from the firm.

The City reserves the right to interview any number of qualifying firms as part of the evaluation and selection process. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, which will include, but not be limited to depth and breadth of experience, size and scope of previous projects, quality and experience of the assigned personnel and other applicable components in the best interest of the City.

Instructions to Proposers

1. Submit **THREE (3) COPIES** of your proposal. Proposers not responding to any of the specifications may be classified as unresponsive. The response must follow the format outlined in this proposal. Supplemental information may be attached.
2. Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposals. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or an addendum to the RFP, if such information would be of significance to uninformed proposers. The City of Rochester Hills will make the sole determination as to the significance to uninformed proposers. Inquires regarding the proposal will not be accepted after **FRIDAY, OCTOBER 5, 2007, at 12:00 Noon.**
3. If your firm uses a standard contract, please provide a copy with your submittal.

APPENDIX A INSURANCE REQUIREMENTS

Submit a Certificate of Insurance prior to the issuance of a purchase order meeting the minimum limits of liabilities as outlined. Certificate of Insurance shall have language the same as that shown in example. All insurance carriers must be acceptable to the City and licensed in the State of Michigan.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined in the SAMPLE certificate attached.

The Vendor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. Workers' Compensation Insurance: The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance: The Vendor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. Motor Vehicle Liability: The Vendor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Umbrella Liability Insurance. The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
5. Professional Liability: Errors and Omissions on a "Claims Made Basis."
6. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: "The City of Rochester Hills, all elected and appointed officials, all

employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.”

7. Cancellation Notice: Workers’ Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.”
8. If any of the above coverages expire during the term of the contract, the Vendor shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date.

HOLD HARMLESS

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

VENDOR INFORMATION

Date: _____
Firm Name: _____
Address: _____
City/State/Zip Code: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

Firm Established: _____ **Years in Business:** _____

Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other

Firm Established: _____ **Years in Business:** _____

The undersigned hereby declares that he/she has carefully read and understands the Request for Proposal, has full knowledge of the scope, nature, quantity and quality of work to be performed and will provide Actuarial Services as described herein for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services. Unless specified to the contrary, by the submission of a response to this Request for Proposals, it will be interpreted as agreement to all provisions and requirements of this document and addendums thereto.

It is understood that all proposed prices shall remain in effect for at least ninety (90) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting

contract awarded as the result of, or on the basis of the proposal.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

Representative's Name: _____

Title:_____

Signature:_____

Date: _____