

**CHARTER TOWNSHIP OF INDEPENDENCE
REQUEST FOR PROPOSAL**

**Specific Invitation for Professional Service to Conduct an
Actuarial Valuation of Other Post-Employment Benefits**

Description: The Charter Township of Independence is requesting proposals for conducting an actuarial study (complying with the requirements of Statements No. 74 and 75 of the Governmental Accounting Standards Board) to evaluate the Township's post-employment retirement health care costs, resulting in an actuarial estimate of annual cost to achieve the results required. Copies of this solicitation document and any issued addenda may be obtained from the Finance Director, Charter Township of Independence, 6483 Waldon Center Dr., Clarkston, MI 48346, Phone (248) 625-5111. Please note it is the responsibility of the Respondent to contact the Finance Director to find out if any additional addenda or attachments have been issued. Additional information issued, including addenda or attachments, will be posted to the Township's website and on MITN/BidNet.

Issue Date: Tuesday, December 26, 2017

Pre-proposal Deadline: Friday, January 12, 2018 at 4:00 PM local time

Proposal Deadline: Friday, January 19, 2018 at 4:00 PM local time

Charter Township of Independence

Township Clerk's Office

6483 Waldon Center Dr.

Clarkston, Michigan 48346

Contact: Wendy Hillman, Finance Director

Phone: (248) 625-5111; Fax: (248) 625-2585

whillman@indtwp.com

RFP GENERAL INSTRUCTIONS

1. **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each proposal that is received by the deadline will be evaluated on its merit and completeness of all requested information. In preparing proposals, Respondents are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the Charter Township of Independence (Township). If a Respondent finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Respondent is requested to notify the contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Respondents. **THE TOWNSHIP IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the RFP contact before the Pre-Proposal Question Deadline indicated on the front of this document. No contact regarding this document with other Township employees is permitted. All answers will be issued in the form of an addendum.
2. **RFP MODIFICATIONS/ADDENDA:** Clarifications, modifications, or amendments may be made to this solicitation at the discretion of the Township. Any and all Addenda issued by the Township will be posted as noted on the Cover Page of this document. Copies of any issued Addenda may be obtained by contacting or visiting the Township Clerk, Charter Township of Independence, 6483 Waldon Center Dr., Clarkston, MI 48346, (248) 625-5111, 8:00 AM to 5:00 PM, Monday through Friday or by viewing on the Township's website. It is the responsibility of the Respondent to obtain the available Addenda and acknowledge any issued Addenda on the Proposal Form for this solicitation, and further submit the Form as part of the required submittal documents for this solicitation. If any changes are made to this solicitation document by any party other than the Township, the original document in the Township's files takes precedence.
3. **PROPOSAL SUBMISSION:** To be considered, the indicated number of copies of the proposal must be prepared in the manner and detail specified in this RFP.
 - a. Proposals must be submitted to the Charter Township of Independence, Township Clerk, Charter Township of Independence, 6493 Waldon Center Dr., Clarkston, MI 48346, by the date and time indicated as the deadline. The Township Clerk's time stamp will determine the official receipt time. It is each Respondent's responsibility to ensure that its proposal is time stamped by the Township by the deadline. This responsibility rests entirely with the Respondent, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays excepted.
 - b. Responses received after the deadline will not be accepted and will be returned to the Respondent unopened.
 - c. The opening and reading of a proposal does not constitute the Township's acceptance of the Respondent as a responsive and responsible Respondent.
 - d. Proposals must be enclosed in a **sealed** envelope, box or package, and clearly

marked on the outside with the following: RFP Title, Deadline and Respondent's name, address, phone, fax and contact name. The Township is requesting one electronic copy and one hard copy.

- e. Submission of a proposal establishes a conclusive presumption that the Respondent is thoroughly familiar with the Request for Proposals (RFP) and specifications and terms of the Form of Agreement, and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - f. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the proposal.
 - g. Proposals sent by telegraph, facsimile, or other electronic means will not be considered.
 - h. All costs incurred in the preparation and presentation of the proposal is the Respondent's sole responsibility; no pre-proposal costs will be reimbursed to any Respondent. All documentation submitted with the proposal will become the property of the Township.
4. **DUPLICATE PROPOSALS**: No more than one (1) proposal from any Respondent, including its subsidiaries, affiliated companies and franchises will be considered by the Township. In the event multiple proposals are submitted in violation of this provision, the Township will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.
5. **WITHDRAWAL**: Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.
6. **REJECTION**: The Township reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received if it is determined by the Purchasing Agent that the best interest of the Township will be served by doing so. No proposal will be considered from any person, firm or corporation in arrears or in default to the Township on any contract, debt, or other obligation, or if the Respondent is disqualified by the Township from consideration for a contract award, or if Respondent has committed a violation of the Township's Code of Ordinances or state laws, which resulted in a termination of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this document.
7. **PROPOSAL SIGNATURES**: Proposals must be signed by an authorized official of the Respondent. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the Township if the Respondent is determined to be the most responsive and responsible Respondent.
8. **CONTRACT AWARD**: The Respondent to whom the award is made will be notified at the earliest possible date. All proposals must be firm for at least 180 days from the due date of the proposal. After a final award of the Agreement by the Township, the

Contractor must execute and perform said Agreement. The date on which the Agreement is signed by the Township marks the beginning of the Agreement.

9. **NO RFP RESPONSE**: Respondents who receive this RFP by invitation but who do not submit a proposal are requested to return a notice stating the reason(s) for not responding.
10. **FOIA REQUIREMENTS**: Proposals are subject to public disclosure after the deadline for submission in accordance with state law.

RFP SPECIAL REQUIREMENTS

MINIMUM QUALIFICATIONS: Respondents, specifically the business that will be contractually bound under the contract with the Township, may be deemed non-responsive and rejected without any further evaluation if they do not meet the following qualifications:

- a.** No Conflicts of Interest between the Township and those of its existing clients, under any rules or standards of professional responsibility applicable to Respondents, and as determined by the Township.
- b.** Significant experience, competence and reputation of the Firm to provide the service described in the Scope of Work.
- c.** Significant experience, competence and reputation of the persons assigned to provide the service described in the Scope of Work.
- d.** Satisfactory client references.
- e.** Pricing consistent with the Township budget.
- f.** Availability to service the needs of the Township in a convenient and timely manner.

SCOPE OF WORK

1. DESCRIPTION:

The Township is currently seeking actuarial services from qualified firms that will prepare an actuarial valuation for the Township as required for compliance with Government Accounting Standards Board (GASB) Statement Nos. 74 (Financial Reporting for Postemployment Benefit Plans other than Pension Plans) and 75 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions), for its current Other Postemployment Benefits (OPEB). The actuarial valuation shall be a two (2) year valuation performed in accordance with GASB 74 and GASB 75 and applicable actuarial standards issued by the Actuarial Standards Board. The full two (2) year GASB valuation will be a one-time project to continue the Township's compliance. It is expected that there will be future periodic reviews and updated forecasting in accordance with regulations.

Firms will be required to submit a not to exceed professional fee for the completion of all work. Firms shall also disclose the employees who will prepare the report, the position of the employee with the Firm and the estimated hours for each employee.

Background Specific to the Request for Proposal:

A. Fiscal Year: January 1 to December 31

B. There are (5) employee groups under this proposal:

1. Non-Union
2. Elected Officials
3. Department Directors
4. International Association of Fire Fighters (IAFF)
5. American Federation of State, County, Municipal and Federal Employees (AFSCME)

C. There are seven employee (7) divisions under this proposal for the above groups:

1. Fire
2. General
3. Police
4. Safety Path
5. Sewer
6. Water
7. Library

A copy of the December 31, 2015 Actuarial Valuation of Other Postemployment Benefits is available for inspection from the Finance Director.

2. SCOPE OF SERVICES:

The primary purpose of the RFP is to secure professional actuarial services in accordance with the new GASB 74 & 75 requirements, including providing an annual required contribution for Fiscal Years 2018 and 2019.

The purpose of this contract is to prepare the necessary material for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements, to prepare a cash flow analysis (pay as you go cost), and as appropriate and as may be requested by the Township, to provide recommendations on managing the OPEB liability.

The Township is also requesting the Firm to calculate and present multiple scenarios based on the Township's choice of funding levels, both through possible higher-than-required periodic contributions and/or on-time lump sum investments. Provision of at least three (3) funding scenarios is required as part of the lump sum project.

The successful Firm will make presentations to Township staff and may be requested to present to the Township Board in the form of a summary report, both written and oral. The Township further expects ongoing and open communications between the Township representatives and the Firm over the course of the project through the Finance Director. All recommendations must comply with all applicable State and Federal laws and enhance the Township's ability to meet its financial obligations and recruit and retain qualified personnel.

The appropriate Township staff will be available to assist the Firm by providing information, documentation and explanations.

The Township requires the project to be completed ninety (90) days after the close of the Township's fiscal year ending December 31, 2017.

The Firm must be available to answer questions that may arise from Township staff, including the Township Auditor, after the report is received by the Township.

EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1. **EVALUATION:** As a result of this RFP, the Township expects to receive and evaluate proposals and select a qualified organization. The following factors, listed in relative order of importance, will be considered in making the selection:
 - a. **Experience and Qualifications:** The Firm shall have personnel who have qualifications and experience with the professional services described herein as well as experience in working with municipal government. Provide brief resumes of **ONLY THOSE THAT WILL BE DIRECTLY ASSIGNED TO WORK WITH THE TOWNSHIP.**
 - b. **Capacity:** Enumeration of the Firm's capability to accomplish the project with its present work force. Firms should clearly identify all disciplines available within the Firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the contract.
 - c. **Comparable Assignments/Projects:** Provide a list of comparable assignments / projects that have been successfully completed by your Firm(s) within the past five (5) years. Provide a list of the project/assignment and a contact person (name, address, title, responsibility, and phone number).
 - d. **Price:** Firms are required to submit a not to exceed professional fee for the completion of all work. Firms shall also disclose the employees who will prepare the report, the position of the employee with the Firm and the estimated hours for each employee.

Each proposal submitted in response to this RFP shall focus on these criteria. In addition, the Township also may consider the past performance of the Respondent on other contracts with the Township or other entities. The Township reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

Firms responding to this RFP shall disclose all existing client relationships which may impact the Township's selection of an organization. The Township shall be the sole decision-maker about whether a conflict exists between its interests and those of an organization's other clients.

2. **GENERAL SUBMITTAL REQUIREMENTS:**

- a. **NUMBER OF COPIES:** **One (1) original hard copy plus one (1) electronic copy** of the entire proposal must be submitted. The electronic copy must be identical to the original.
- b. **PROPOSAL FORMAT:** Each proposal should be prepared simply and economically. **Responses shall be in the same order as the requirements are listed below to ensure the valuation committee is able to easily locate the information requested.**

1. **Letter of Transmittal:** Limited to two (2) pages and include a brief statement of the respondent's understanding of the scope of work and identification of a single-point-of contact who will be the primary service provider to the Township.
2. **Executive Summary:** Each respondent shall submit a brief overview of the Firm and the proposed personnel to be assigned to the proposed contract. The summary shall be limited to five (5) pages in length and shall consist of no more than one (1) page for the Firm overview and four (4) pages for the personnel to be assigned.
3. **Respondent History:** Respondents shall present information to demonstrate financial stability and performance, operational history, and Firm biography. Please refrain from using marketing materials.
4. **Respondent Identifying Information:** Name and location of major offices and other facilities (other than the one identified on Proposal Form) that relate to respondent's performance under the terms of this RFP:
 - a. Name, business address, business and fax telephone numbers, and email address of the proposed single-point-of-contact; and
 - b. Information on Firm's experience, competence and reputation in providing IT support services.
5. **Respondent Qualifications:** This section must contain all pertinent information relating to the respondent's organization and experience that would substantiate its qualifications and capabilities to perform the services requested. To include:
 - a. A statement relating to existing clients and whether current representation presents a conflict of interest with potential representation of the Township. Provide sufficient, non-confidential details for independent verification by the Township. The Township shall be the sole decision-maker about whether a conflict exists between its interests and those of a Firm's other clients.
 - b. A narrative description documenting the Firm's experience.
 - c. A summary of other relevant experience and training that demonstrates the ability of the key personnel to be assigned to the Township. This may be academic experience, publications, and professional activities.
6. **Client References:** Each respondent must provide no less than two (2) municipal or governmental client references for similar service performed within the last three (3) years. The list of clients must include the following:
 - a. Name and address of client;
 - b. Name and phone number of client contact;
 - c. Contract start date and duration;
 - d. Type and size of contract;
 - e. Role of the respondent;
 - f. Number of staff by position participating; and
 - g. Outcome of the contract, if completed and available for disclosure.

These references may be contacted and used in conjunction with the evaluation

of proposals.

7. **Organizational and Staffing Plan:** Respondents shall submit information relating to personnel. Comparable resources must be guaranteed throughout the course of the relationship with the Township.
 - a. The Respondent will provide resumes and qualifications of all staff and contractors, their role(s) on the contract, the expected percentage of time they will participate in the contract, and specific experience with related projects.
 - b. As applicable, all staff must be licensed to practice in Michigan and their licenses must be in good standing.
 - c. All staff assigned to the contract must be reasonably acceptable to the Township. All replacements of key personnel must be of equal or superior experience as the person replaced. Any staff substitutions must include a resume and be approved in writing in advance of work on the project by the Township.

8. **Project Manager:** Respondents shall specifically identify the individual who will be responsible as the single-point-of-contact for management of work under this contract. The individual identified shall not be reassigned unless consented by the Township. Provide a detailed resume for this person. Include the number of years of experience in providing services similar to the services requested in this RFP. The following information must also be provided for this individual:
 - a. Length of service with Firm;
 - b. Education, experience and responsibilities; and
 - c. Other relevant qualifications.

9. **Compensation:** Respondents must provide hourly rates for each person proposed to perform the services identified in this RFP. Complete the attached Price Sheet.

3. **PROPOSAL CONTENT:** The Respondent must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation.
 1. All general forms contained in this RFP, fully completed:
 - a. Proposal Form;
 - b. Price Sheet; and
 - c. Business Information Questionnaire.
 2. Evidence showing that the Respondent meets each of the Qualifications listed in the Scope of Work of this RFP.

4. **EXCEPTIONS:** Respondent shall clearly identify any proposed deviations from the language in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP or its Form of Agreement. The exception shall include, at a minimum, the Respondent's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or

better service and performance. If no exceptions are noted in the Respondent's proposal, the Township will expect and require complete conformance with this specification and the successful Respondent will be required to perform accordingly. Proposals not meeting all-requirements may be rejected. Proposals taking exception to material terms/conditions, as determined by the Township, in the attached form of Agreement (i.e., indemnification, subrogation, insurance, ownership of documents, governmental requirements) will not be considered. The Township reserves the right to accept or to allow the Respondent to withdraw any or all exceptions.

5. **SHORTLISTING**: The Township may shortlist the Respondents based upon responses to the above items. If necessary, the Township will conduct interviews/demonstrations. The Township will notify each Respondent on the shortlist if such presentation is required. These presentations will provide an opportunity for the Respondents to respond to questions posed by the evaluation committee and to clarify their proposals through exhibition and discussion. The Township will not reimburse presentation costs of any Respondent.

SAMPLE AGREEMENT

NOTE: *This agreement is for example only. The specific terms of the final agreement will be negotiated based on the needs of the Township and the proposal offered by the Respondent.*

THIS AGREEMENT is entered into this ____ day of _____, 2017, by between the **CHARTER TOWNSHIP OF INDEPENDENCE**, a Michigan municipal corporation, whose address is 6483 Waldon Center Dr, Clarkston, MI, 48346 (hereinafter referred to as “the Township”) and _____, a Michigan _____, whose address is _____, (hereafter referred to as “the Firm”) and the foregoing shall collectively be referred to as “the parties.”

WHEREAS, The Township, by and through its Township Clerk, has undergone an extensive review of proposals submitted by firms.

WHEREAS, The Township has selected the Firm to provide the following services _____; and

WHEREAS, The Firm does desire to accept the following terms and conditions.

NOW THEREFORE, In consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. **TERM OF SERVICE**: The term of service shall be as set-forth in the Township’s Request for Proposal attached hereto, with any modification as agreed to by both parties.
2. **TERMS OF PAYMENT**: The Firm may bill monthly for work completed. Payment is Net 30. Submitted bills shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the billing rate charged. The Township reserves the right to request at any time further detailed accounting information for any or all bills.
3. **INSURANCE SUBMISSION REQUIREMENTS**: The Firm has submitted proof to the Township that it meets all Township insurance requirements. Insurance, at the Township’s minimum requirements, must be held by the Firm throughout the term of the Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Firm’s acceptance of the terms of this Agreement.
4. **STANDARD INSURANCE REQUIREMENTS**: The Contractor shall procure and maintain the following insurance coverage:

a. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

b. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

c. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

d. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** Charter Township of Independence, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Charter Township of Independence as additional insured, coverage afforded is considered to be primary and any other insurance the Charter Township of Independence may have in effect shall be considered secondary and/or excess.

e. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change, ten (10) days for non-payment of premium, shall be sent to: Township Clerk; Charter Township of Independence – 6483 Waldon Center Drive – Clarkston, Michigan 48346.

f. **Proof of Insurance Coverage:** The Contractor shall provide the Charter Township of Independence, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the Charter Township of Independence at least ten (10) days prior to the expiration date.

5. **NON-COMPLIANCE WITH INSURANCE REQUIREMENTS**: Failure to deliver and maintain insurance in accordance with the terms of Agreement will be cause for the Township, by and through its Supervisor/Superintendent, to terminate this Agreement.
6. **KEY PERSONNEL**: It is essential that the Firm provides adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed. The Firm must agree to assign specific individuals to the key positions.
 - a. The Firm agrees that, once the Agreement is effective and accepted in writing by Firm, key personnel, as designated below, shall not be removed or replaced without the express written consent of the Township Supervisor/Superintendent.
 - b. Until otherwise agreed in writing by the Township Clerk, the key personnel shall specifically be _____.
 - d. If the above-named key personnel are not available for work under this appointment for a continuous period exceeding thirty (30) calendar days, or, are expected to devote substantially less effort to the work than initially anticipated, the Firm shall immediately notify the Township Clerk. The Township Clerk shall have the right to decline the proposed replacement personnel and terminate this Agreement in his sole discretion.
7. **ASSIGNMENT-TRANSFER**: The duties and obligations taken on by the Firm as a result of this Agreement shall not be transferred or conveyed, and shall not be assigned or otherwise sub-contracted by the Firm in any way unless approved in writing by the Township. Any violation of the terms of this condition of appointment shall be sufficient cause to immediately terminate this Agreement.
8. **COMPLIANCE WITH LAWS**: The Firm agrees to fully and faithfully carry out the scope of services of this project using its best efforts, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Firm is subject, the Firm hereby agrees to be bound by all Charter Township of Independence ordinances, rules, regulations and policies as are amended from time to time.
10. **AMENDMENTS**: Subject to all applicable laws, ordinances and policies, the Township Clerk reserves the right to amend any of the terms and conditions of this Agreement with thirty (30) days prior written notice to the Firm.
11. **WAIVER OF BREACH**: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.
12. **COMPLETE AGREEMENT**: The parties agree that the conditions set forth in this Agreement set forth all terms and conditions of the Agreement and there are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the Township and the Firm and/or contained and set forth in the Firm's response to the Township's Request for Proposals, shall not constitute a part of this Agreement. The term "Agreement" as used in this clause shall include any future written amendments, modifications, or supplements

made in accordance herewith.

13. **LIABILITY AND INDEMNITY**: The Firm agrees to protect, defend, reimburse, indemnify and hold the Township, its officers, elected officials, volunteers, other appointees, consultants, contractors, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent, owner, shareholder, officer, director, elected official, consultant, other appointee, contractor or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this Agreement or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the Township is solely at fault.
14. **RECORDS**: The Township reserves the right to inspect all of the Firm's documents relating to this Agreement for up to three (3) years after expiration, accordingly, the Firm, at its sole cost and expense, shall retain such documents accordingly.
15. **LEGAL PROCEEDINGS**: Any legal proceedings arising out of this Agreement shall be governed by applicable Michigan law resolved in Michigan courts.
16. **RESPONSE TO REQUESTS FOR PROPOSALS**: The Firm shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the Township's Request for Proposals, (hereinafter referred to as "the Response"), which are not inconsistent with the terms of this Agreement. In the event of a conflict in any of the terms of this Agreement and the Response, the terms of this Agreement shall prevail.
17. **FEES FOR SERVICES**: The Township shall pay the Firm as detailed on the "Price Sheet" of the Response.
18. **SCOPE OF WORK**: The scope of work shall be as described in the Firm's response to the Township's Request for Proposal, as outlined in the response dated _____. The response shall be attached to this Agreement as Exhibit A.
19. **RETENTION OF MATERIALS AND FOIA**: All documents, and other written materials prepared by _____ for the Township pursuant to this Agreement may be retained, used or disclosed by the Township both during the term of this Agreement and thereafter and may be treated the Township as public records subject to disclosure under the Freedom of Information Act.
20. **INDEPENDENT CONTRACTOR**: In the performance of this Agreement, the relationship of Firm to the Township shall be that of an independent contractor and not that of an employee or agent of the Township. The Firm shall perform all of the work under this Agreement, i.e., no other person or entity shall be assigned or subcontracted to perform the work, or any part thereof, unless approved by the Township in writing. The Firm is and shall perform under this Agreement as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical

benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Agreement. The Firm, as an independent contractor, is not authorized to enter into or sign any agreement on behalf of the Township or to make any representations to third parties that are binding upon the Township.

21. **OWNERSHIP OF INFORMATION:** It is expressly acknowledged and agreed that all reports, research work, studies, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videos, films, discs, and all other materials generated by and/or coming into the possession of the Firm during the term of this Agreement, and any extension thereof, except copies contained in the Firm's files as long as the Township receives the original records of the work, that in any way relate to the performance of services by Contractor under this Agreement or that are otherwise related to or relevant to the project, belong exclusively to the Township and shall be promptly delivered to the Township upon the termination of this Agreement or, at any time, upon the Township's request.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions as of the date first above written.

_____, a Michigan _____ (the "Firm")

By: _____
_____, Its _____ (Date)

CHARTER TOWNSHIP OF INDEPENDENCE, a Michigan municipal corporation

By: _____
Patrick J. Kittle, Supervisor (Date)

By: _____
Barbara A. Pallotta, Clerk (Date)

REQUIRED FORMS TO BE SUBMITTED

- 1. PROPOSAL FORM**
- 2. PRICE SHEET**
- 3. BUSINESS INFORMATION QUESTIONNAIRE**

PROPOSAL FORM

Failure to complete this form will result in your Proposal being deemed non-responsive and rejected without further evaluation.

TO: CHARTER TOWNSHIP OF INDEPENDENCE

The Undersigned hereby offer and agrees to furnish the service in compliance with all terms, scope of work, conditions, specifications, and addenda in the RFP.

ADDENDA:

The Undersigned has read and understands the RFP with all exhibits thereto, together with any written addendum issued in connection with any of the above. The Undersigned hereby acknowledges receipt of the following addenda:

(Write "None" if none.)

In addition, the Undersigned has fully and accurately completed all required forms.

OBLIGATION:

The Undersigned, by submission of this Offer, hereby agrees to be obligated, if selected, to provide the stated services to the Township, for the term stated herein, and to enter into an agreement with the Township, in accordance with the Conditions, Scope, and Terms, as well as the form of Agreement, together with any written addenda as specified above.

COMPLIANCE:

The Undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with these requirements. By submitting this Proposal Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable provisions of the Township's Charter and Code of Ordinances; and 2) if awarded a contract to provide the Services required in the RFP, the Respondent will comply with the Township's Charter and Code of Ordinances.

NONCOLLUSION:

The Undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other person or entity, or which otherwise make a Proposal.

SUBMITTAL REQUIREMENTS:

The Undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

(Signature of Authorized Representative)

Printed Contact Name:

Title:

Company Name:

Address:

State Zip Code:

Phone #:

Fax #:

PRICE SHEET

Failure to complete this form shall result in your Bid or Proposal being deemed nonresponsive and rejected without any further evaluation. Respondents must submit a detailed cost proposal for completing the **SCOPE OF SERVICES**.

1. **Not to Exceed Fee for the Project:** Conduct of Actuarial Valuation of Other Post-Employment Benefits for the Charter Township of Independence and provide an annual required contribution for the Fiscal Years Starting January 1, 2018 – 2019:

\$ _____

Personnel detail for Not to Exceed Fee for the Project:

<u>Firm Personnel</u>	<u>Position with the Firm And Hourly Rate</u>	<u>Projected Hours Allocated</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BUSINESS INFORMATION QUESTIONNAIRE

Failure to complete this form may result in your Bid or Proposal being deemed nonresponsive and rejected without any further evaluation.

Name of Company: _____

Principal Office Address: _____
(Street Address) (City) (State) (Zip)

Telephone Number: _____

Form of Ownership: (Check One) Corporation LLC Joint Venture

State of Incorporation/Registration: _____

Date of Incorporation/Registration: _____

Partnership

If partnership, select one of the following: Limited General Individual

List of Partners, Principals, Corporate Officers or Owners:

Name:

Title:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

List of Corporate Directors:

Principal Business Affiliation:

Name: (Other than Respondent Directorship)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ADDITIONAL INFORMATION REQUIRED:

List of Corporate Stockholders: (i.e., Those holding 5% or more of the outstanding stock)

Name:

Address:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FINANCIAL DISCLOSURE / CONFLICTS OF INTEREST:

Identify any contracts(s) including any contract involving employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the Charter Township of Independence or with any of its Board Members or officers.

Name:

MOST RECENT CREDIT RATING: (Specify if other than Dun and Bradstreet)

Rating: _____

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

By: _____
(Signature)

_____ (Date)

By: _____
(Signature)

_____ (Date)

Name of Company: _____