



RFQu 2023-08

Custodial Bank

Bay County Finance Department
Purchasing Division
On behalf of
Bay County Employees' Retirement System (BCERS)

JAMES BARCIA
BAY COUNTY EXECUTIVE

REQUEST FOR QUALIFICATIONS---THIS IS NOT AN OFFER

IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO BE RETAINED ON OUR BIDDERS LIST

DATE OF REQUEST AUGUST 25, 2023

REFERENCE RFQu NUMBER RFQu 2023-08

DEADLINE FOR VENDOR QUESTIONS SEPTEMBER 8, 2023
5:00 PM

RESPONSES DUE FROM COUNTY SEPTEMBER 15, 2023
5:00 PM

PROPOSED DATE/TIME REQUIRED SEPTEMBER 22, 2023
11:00 A.M.

SUBMIT QUALIFICATIONS TO: BAY COUNTY FINANCE DEPT.
PURCHASING DIVISION
BAY COUNTY BUILDING
515 CENTER AVENUE
7TH FLOOR
BAY CITY, MI 48708-5128

MARK QUALIFICATION SUBMISSION: “BCERS CUSTODIAL BANK – DELIVER TO THE FINANCE DEPARTMENT IMMEDIATELY”

The Bay County Purchasing Division on behalf of the Bay County Employees’ Retirement System (BCERS) is seeking a custodial bank with the intention of entering a five-year contract.

PLAN PROFILE

The Bay County Employees’ Retirement System (BCERS) as of July 1, 2023, had over \$396 million in its investment portfolio with a breakdown of 49% domestic stock, 17% international stock, 20% bonds, 4% convertibles, 7% real estate and 3% cash equivalents. BCERS is an ordinance based defined benefits pension plan that provides pension benefits for nearly 1,080 retirees, over 1,210 active employees, and 84 deferred and vested former employees. BCERS requires contributions from both the employer and employees in order to provide assets sufficient to meet the benefits promised to members. The general administration, management, and responsibility for the proper operation of BCERS are vested with the Board of Trustees (Board). The Board consists of nine Trustees: four elected active member representatives and five appointed representatives. The appointed representatives are as follows; two County Commissioners, Treasurer of Bay County, chairperson of the Bay County Board of Human Services ex officio, and chairperson of the Bay-Arenac Behavioral Health Authority Board of Directors or the chairperson’s appointee.

BCERS has a complex makeup that consists of seven different financial units: General County, Department of Water and Sewer, Library, Bay Arenac Behavioral Health, Bay Medical Care Facility, Sheriff’s Office, and Road Commission. Within each of the units there are 32 different divisions with different multipliers and eligibility requirements. The Board employs the use of an investment consultant, actuary, and custodial bank.

As of July 1, 2023, there were 14 investment managers, and one (1) cash account. There are three (3) comingled accounts, two (2) mutual funds, and nine (9) separately managed accounts. Legal counsel is provided by County Corporation Counsel with assistance from outside counsel as needed.

The Bay County Voluntary Employees' Beneficiary Association (VEBA) as of July 1, 2023, had over \$88 million in its investment portfolio. The fund has eight (8) investment managers and one (1) cash account. Four (4) of the managers are mutual funds, two (2) are comingled accounts and two (2) are separately managed. The general administration, management, and responsibility for the proper operation of the VEBA are vested with the Board of Trustees. The Board consists of the same Trustees as for BCERS.

I. SCOPE OF SERVICES

The Board of Trustees is attempting to identify a bank that can:

1. Provide adequate safekeeping and custody services;
2. Settle securities transactions on time;
3. Collect trust fund income when due;
4. Provide adequate accounting services;
5. Prepare useful, accurate, and timely investment reports;
6. Provide adequate cash management services;
7. Provide adequate administrative support;
8. Calculate rate of return data accurately and timely;
9. Lend securities profitably and safely;
10. Provide all benefit payments and services;
11. Provide all federal and state reporting for benefits paid;
12. Provide all benefit accounting required;
13. Provide all required services within reasonable fee levels;
14. Provide accurate year-end financial statements by January 31st of the next fiscal year;
15. Provide required reporting for all required accounting statements including all GASB requirements and;
16. Process class action securities litigation.

When responding to this Request for Qualifications the Board of Trustees encourages you to describe the ways in which you believe your service capability is special or distinctive.

II. MINIMUM QUALIFICATIONS

1. At least \$1 billion in tax-exempt master trust/custody assets;
2. Strong custodial banking credentials on behalf of institutional trusts; and
3. 10 years in business and in good financial standing.

III. SPECIFICATIONS

(Please label this section as "ATTACHMENT B" and label each of the sub-sections using the numbering sequence below)

1. Business Organization Background
 - a. When did your organization start providing custody services?
 - b. 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?
 - c. What capital investments has your firm made to your custody systems in the past three years? What are budgeted for the next two years?
 - d. What is the aggregate market value of assets for which you have custodial responsibility?

- e. Will your firm accept fiduciary responsibility? Describe.
- f. Is your firm bonded? If so, what is the dollar amount? Are you able to provide a copy of the bond, if requested?
- g. How many municipal retirement system accounts do you service? How many are located in Michigan? What is the average size of all municipal accounts? How many accounts/clients have you gained in the last 3 years? How many have left your company in the last three (3) years?
- h. What significant organizational changes have occurred at the local and national level in the last twelve months?
- i. Has your firm 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.
- j. Has your organization 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.

2. BCERS Service

- a. Who would be responsible for our account? What experience does this person have with Michigan public funds? What is the person's tenure with the firm? How is this person supported?
- b. Who else may be assigned to this relationship (administrative and operations personnel)? How many other accounts do they currently service? What are their specific responsibilities?
- c. Will these individuals be available to meet with the Board and staff upon request?

3. Pension Disbursements and Reports

- a. On what day are benefit payments mailed? When is the account debited?
- b. When is the final deadline to make changes to a pension payment before it is processed?
- c. Who receives non-deliverable checks?
- d. Do you offer electronic funds transfer as a method of payment?
- e. Is benefit payment processing done internally or through an outside service bureau?
- f. How does the custodian view its responsibility for tax and/or legal advice to participants regarding lump-sum distributions, benefit statements, and 1099?
- g. How are changes communicated to and from clients?

4. Cash Management / Money Market

- a. Which short-term investment funds (STIFs) do you offer? Provide the fees and monthly net returns for these funds.
- b. What is the frequency and date of crediting interest from the STIF to the customer account?
- c. Is all cash swept into the STIF every day (to the penny) so there is a zero cash balance in each account?
- d. Do your month-end statements include daily balances and transfers to STIF?
- e. Do you invest in any securities that are prohibited per the provisions of Michigan Public Act 314 of 1965 as amended?

5. Safekeeping / Transactions

- a. What are the key features and benefits of your accounting system? Who is responsible for maintaining and enhancing this system? Was the system developed in house?
- b. What are your firm's capabilities for processing trades? Describe your firm's use of central depository facilities, the Federal Reserve book entry system, and the ability for same day settlement.

- c. Is your firm able to buy and sell mutual funds on behalf of BCERS? Are securities processed through an omnibus account? Is there an additional fee for mutual fund transactions?
- d. What systems / procedures are in place to ensure all income is collected and credited in a timely manner? What is the verification process?
- e. How are your systems backed up?

6. Reporting

- a. What reporting capabilities does your firm offer? How do you verify the accuracy of the reports? What is the expected delivery time of the different reports?
- b. What reports (including yearend) are provided in your standard fee structure? Provide samples.
- c. Do your month-end statements include daily balances and transfers to STIF?
- d. Are reports fully accrued and fully trade dated?
- e. Can reports be rerun in the event of errors and how long after the period?
- f. How frequently do you conduct internal audits on the underlying accounts?
- g. What data may a BCERS access remotely? May the data be downloaded into standard applications for manipulation? Describe.
- h. What security procedures are in place to ensure the integrity of sensitive information?
- i. How many business days after month and quarter end are statements available? Online and hard copy.

7. Other Services

- a. How are proxies administered?
- b. Do you offer securities lending? What are the rates charged and profit splits with BCERS?
- c. How and when are corporate actions processed?
- d. How and when are class actions processed? Does your firm separate them from corporate actions?

8. Risk Management

- a. What controls are in place to assure the accuracy of the processing and reporting of the master custody division? Do you have documented policies and procedures?
- b. What types of insurance and indemnification do you provide to protect BCERS?
- c. What type of disaster recovery plan do you have in place? When was it last tested?

9. Management Commitment

- a. Describe your firm's commitment to service quality and customer service.
- b. Outline your organization's commitment to servicing the public sector market. What capital investments have occurred in the last three years? What capital investments are budgeted for in the current and following year?
- c. Do you survey your clients? If yes, provide the results for the last three years.
- d. Describe other methods you use to monitor client satisfaction.

IV. FEES (Please place in a separate sealed envelope ~ only one copy is required)

While it is recognized that some negotiation may occur, the FEES noted below ARE AN EXTREMELY IMPORTANT CONSIDERATION. Therefore, please make every effort to quote fees that will likely be close to final negotiated amounts. A FLAT ANNUAL FEE IS DESIRED. However, please quote fees for custodianship, benefit payment services, and the securities lending split/estimated client income separately.

1. Provide your complete fee schedule for custodial services, including reference to at least the following:
 - a. Set-up/conversion charges.
 - b. Asset based charges.
 - c. Activity based charges.
 - d. Charges for special asset classes, e.g., gic's, real estate, mutual funds, etc.
 - e. Reporting charges
 - f. Holding charges (is there a charge for mutual funds?)
 - g. Account charges.
 - h. Termination charges.
 - i. On-line access charges
 - j. Special annual charges.
 - k. Charges for year-end reporting.
 - l. Additional accounting and GASB compliance reporting.
 - m. Any and all other fees which might be imposed.
2. How long will you commit to providing the services for the fees indicated above?
3. If you were to also be selected as an investment manager for BCERS, is there any change to the fees offered for custody service?
4. Are fees impacted by:
 - a. Mutual funds held in one sub-account versus each in its own account?
 - b. Active managers who might replace a mutual fund?
5. All fees shall be valid for 90 days after the opening of the proposals.

V. REFERENCES (Please label "ATTACHMENT C")

Please provide at least three names, contacts, and phone numbers of clients that are of similar size as the Retirement System who will share with the Board their first-hand experiences regarding your services (preferably public retirement systems).

CONTENT OF SUBMISSION PACKET:

The proposed Contractor shall submit the following:

- Bid Response Cover Sheet
- Bidders Check List
- Certification (ATTACHMENT A)
- Specifications (ATTACHMENT B)
- References (ATTACHMENT C)
- Fee Envelope (one copy required)

GENERAL INFORMATION:

1. **CHANGES TO RFQ:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Firms shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential firms by e-mail.

2. **CONTACT INFORMATION:** To receive future communications related to this RFQu, possible firms are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at purchasing@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this RFQu, Firm agrees to be bound by this RFQu's terms and conditions. Proposals may be withdrawn by the Firm without penalty at any time before notification that the Firm's Proposal has been selected. However, if the Firm withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Firm shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Firm intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Firm's payment of the Liquidated Damages shall be Firm's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Firm's Proposal.
4. **RFQu, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFQu or receipt of Qualifications by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. **TAX-EXEMPT STATUS:** The County is a tax-exempt entity. A tax-exempt form will be provided to the successful firm.
6. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, the County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in the proposals may be subject to FOIA requests.
7. **INSURANCE:** The Firm shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Firm's services related to this RFQU and any resultant contract, whether such service be by the Firm individually or by anyone directly or indirectly employed by Firm, or by anyone for whose acts Firm may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Firm's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
 2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."
8. **NON-DISCRIMINATION:** In the performance of the proposal and resultant contract, firm agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Firm shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
 9. **COST OF DEVELOPING PROPOSAL:** The Firm shall be responsible for all costs incurred in the development and submission of its Proposal.
 10. **QUESTIONS:** All questions about this RFQ must be received by **September 8, 2023, 5:00 p.m.** in writing, via email, to:

Frances Moore
Purchasing Agent
purchasing@baycounty.net

Every attempt to answer your inquiries will be made, however Bay County reserves the right to not answer any questions received after the **September 8, 2023**, due date.

Responses to any inquiries will be issued in one (1) Addendum no later than **September 15, 2023**, and will be sent to all known firms.

Correspondence or inquiries made directly from firms regarding their proposals are to be directed to those County employees designated above for appropriate review and response. In addition, the person listed above will issue all valid responses and changes to this RFQu. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desired by a firm regarding the meaning or interpretation of the Request for Qualifications must be requested with sufficient time allowed for a reply to reach all prospective firms to submit their qualifications. Any information given to a prospective firm concerning the Request for Qualification will be furnished to all prospective firms as an amendment or addendum to the Request for Qualification if such information would be of significance to uninformed firms. The County shall make the sole determination as to the significance to uninformed firms.

11. **RESPONSIBILITY:** Firms are solely responsible for ensuring their bid is received by Bay County Purchasing in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

Bay County Purchasing shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of qualification shall be made to Bay County Purchasing, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this request.

12. **QUALIFICATION DELIVERY:** Qualifications must be returned no later than **September 22, 2023 @ 11:00 A.M.** in a sealed envelope clearly marked **“BCERS CUSTODIAL BANK.”** Please provide five (5) printed copies of the submission. The submissions may be hand delivered or sent by mail to Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or E-mail.

13. **QUALIFICATION OPENING:** There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All firms are invited to attend and hear the proposals read.
14. **QUALIFICATION REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
15. **QUALIFICATION AWARD:** In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all firms of her intent to award the proposal to the Firm providing the best value to the County.
16. **CONTRACT:** The County’s award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful firm and the County. In submitting a proposal, the firm acknowledges that the contents of the RFQu will become incorporated within any formal agreement. This RFQu does not include every term and provision which shall be included in the formal agreement. In the event that the firm fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected firm, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a firm's suggested terms and conditions may be submitted with firm's Qualifications, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFQu shall be construed as any definitive acceptance by the County of Firm's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFQu, and last, the Firm's Proposal.

17. **DISPUTES:** In the event a firm disagrees with the recommendation of the Bay County Finance Officer concerning this award, the firm may obtain a Bid Protest Form from the Purchasing Office. This form must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**

ADA ASSISTANCE:

The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Ave. 4th Floor
Bay City, MI 48708-5128
(989) 895-4098
(989) 895-4049 TDD

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
purchasing@baycounty.net

THIS QUALIFICATION PROCESS WILL BE CONDUCTED IN CONFORMITY WITH THE BAY COUNTY PURCHASING POLICY AS FOUND ON THE BAY COUNTY WEBSITE

www.baycounty-mi.gov

**SEE ATTACHED
REQUIRED DOCUMENTATION**

****REST OF THIS PAGE IS BLANK****

NON-BIDDERS FEEDBACK FORM

Bid #: 2023-08

If you are not submitting a bid for this Bid, please indicate the reason(s) by checking off one or more items below and email this form to purchasing@baycounty.net.

- Unable to bid at this time but would like to receive future bid requests.
- Service(s) or material(s) not provided by our firm.
- Service(s) or material(s) we offer do not fully meet all the requirements specified.
- We cannot meet the timetable required.
- Insufficient time allowed for preparation and submission of bid.
- Specifications not clearly understood or applicable as follows: (ex. too vague, too rigid, etc.)
- Other: _____

Please remove our name from your bidders list for This commodity group
 These item(s) or material(s)
 All bids

Signature: _____
Print Name: _____
Title: _____
Company Name: _____
Company Address: _____
Email: _____
Phone: _____ Date: _____

Bid Response Cover Sheet

ALL BIDS MUST INCLUDE THIS COVER SHEET (OR THIS SHEET REPRODUCED ON LETTERHEAD) AS A COVER SHEET OR PAGE ONE (1) OF THE BID

TO: County of Bay
515 Center Ave, 7th Floor
Bay City, MI 48708

FROM: _____

Company Name

an individual,

a corporation

(Please mark appropriate box),

Duly organized under the laws of the state of: _____

Year Firm Established _____

Years in Business: _____

The undersigned, having carefully read and considered the Request for Proposal (RFP) for the Bay County Employees' Retirement System Custodial Bank, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached Bid, including, by reference here, the County's RFP document. Bids must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

BY: _____
(Signature of authorized representative)

(Please Print Name and Title)

PRINCIPAL OFFICE ADDRESS:

Street Address: _____

City: _____

County: _____

State _____

Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

TIN #: _____ Unique Entity ID (UEI)#: _____

**BAY COUNTY
PURCHASING DIVISION
BIDDERS CHECK LIST**

| | YES | NO |
|---|------------|-----------|
| 1. I have read ALL the instructions and specifications. | _____ | _____ |
| 2. I have read and acknowledge the information contained in the "General Information" section of the Bid | _____ | _____ |
| 3. I have filled in ALL the required documentation. | _____ | _____ |
| 4. I have provided all required information per the guidelines specified within the bid document. | _____ | _____ |
| 5. I am an officer of the company. | _____ | _____ |
| 6. I have the authority to obligate my company. | _____ | _____ |
| 7. I am returning the signed ORIGINAL and specified number of copies required per the bid document | _____ | _____ |
| 8. I have organized and labeled the bid per instruction. | _____ | _____ |
| 9. I have retained a copy of the submission. | _____ | _____ |
| 10. I have properly labeled the external envelope. | _____ | _____ |
| 11. If successful, the "Insurance Requirement Certificate" from an insurance company licensed to do business in the State of Michigan will be provided within ten working days after Notification of the award. | _____ | _____ |
| 12. I have provided the necessary information for the person responsible for follow-up. | _____ | _____ |

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

CERTIFICATION

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the firm, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was developed solely by the Firm indicated below and was prepared without any collusion with any competing firm or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing firm prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____