



RFP 092015
Investment Consultant

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

THOMAS HICKNER
BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL---THIS IS NOT AN OFFER
IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO ENSURE THAT YOUR NAME MAY
BE RETAINED ON OUR PROPOSERS LIST

DATE OF REQUEST	OCTOBER 2, 2015
REFERENCE PROPOSAL NUMBER	RFP 092015
DEADLINE FOR VENDOR QUESTIONS	OCTOBER 7, 2015 5:00 PM
RESPONSES DUE FROM COUNTY	OCTOBER 9, 2015 5:00 PM
PROPOSED DATE/TIME REQUIRED	OCTOBER 12, 2015 11:00 AM
SUBMIT PROPOSAL TO:	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION ATTN: FRANCES MOORE BAY COUNTY BUILDING 515 CENTER AVENUE 7 TH FLOOR BAY CITY, MI 48708-5128
MARK PROPOSAL:	“RETIREMENT BOARD INVESTMENT CONSULTANT RFP - DELIVER TO PURCHASING IMMEDIATELY”

The Bay County Purchasing Division on behalf of the Bay County Employees’ Retirement System (BCERS) is seeking a full service investment consultant with the intention of entering into a five-year contract.

BACKGROUND:

The Bay County Employees’ Retirement System (BCERS) as of December 31, 2014 had over \$308 million in its investment portfolio with a breakdown of 66% domestic stock, 25% bonds, 5% real estate and 4% cash equivalents. BCERS is an ordinance based defined benefits pension plan that provides pension benefits for nearly 915 retirees, over 1150 active employees, and 89 deferred and vested former employees. The System 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 the System is 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.

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 Department, 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 December 31, 2014 there were 13 investment managers. 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 December 31, 2014 had over \$42 million in its investment portfolio. The general administration, management and responsibility for the proper operation of the VEBA is vested with the Board of Trustees. 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.

I. SCOPE OF SERVICES

We are seeking independent investment consultants (Consultant) to work with already established relationships with custodian bank, direct brokerage, money managers, and transition manager. The Consultant shall provide BCERS services and VEBA services related to investing the funds in compliance with the investment policy and other directives as adopted by the Retirement Board and in compliance with state and federal law. The Consultant must be a registered investment advisor under the Investment Advisors Act of 1940 and shall acknowledge its responsibilities as a fiduciary under Public Act 314 of 1965, as amended. The primary role of the Board's Investment Consultant is to provide objectives, third-party advice and counsel that will enable the BCERS and VEBA Boards to make well-informed and well-educated decisions regarding the investment of the Bay County Employees' Retirement System's and Voluntary Employees' Beneficiary Association's assets.

Contractual service for investment consulting will include, but not be limited, to the following:

1. Development of Investment Policy, Objectives and Guidelines

In collaboration with the Board, develop a policy statement and provide advice on the implementation and periodic review of investment strategies that properly reflect the Board's tolerance for risk while monitoring and accounting for the Board's expected rate-of-return, funded status and administrative objectives.

2. Asset Allocation Studies

Conduct an asset allocation study to determine whether or not the current asset allocation falls within the Board's objectives and guidelines. The first study is to be completed within the first year of service. The study will generally include a review of the following: a)actuarial report and assumptions, b)BCERS and VEBA financial statements, c)current investment policy and guidelines, d)BCERS and VEBA's liquidity needs e)other data, as may be required to conduct a comprehensive review to educate and provide advice on fund assets, investment strategy, and related policies. Assist the Board in the development of an investment manager structure that provides adequate diversification with respect to the number and types of investment managers to be retained by the Board including the development of an asset allocation policy.

3. Investment Manager Search

When deemed necessary, assist the Board in its due diligence and search for new investment managers utilizing the appropriate data base.

4. Development of Investment Manager Performance Standards/Guidelines

- Analysis leading to the identification of appropriate manager roles consistent with long-term investment objectives and existing manager roles.

- Development of objective screening criteria and scanning of investment manager data bases for qualified candidates.
- Development of objective screening criteria and scanning of investment manager data bases for qualified candidates.
- Facilitate review and completion of manager contract and related documentation, negotiate fees with the chosen manager, develop a formal transition plan, which may or may not require a transition manager, and prepare other necessary correspondence between client, custodian and managers, as well as oversee the funding process.

5. General Consulting Services

Provide advisory services and consulting as requested by the Retirement Board, including, but not limited to:

- Trading cost and commission recapture evaluation, by investment manager.
- Suggestions and/or recommendations for changes in asset allocation as deemed appropriate for rebalancing, liquidity or strategic purposes.
- Monitor activities of the Fund's investment managers and alert the Board as to changes in ownership, management, key personnel, etc.
- Assistance and advice for rebalancing of the Fund to target allocation.
- Assistance and advice with ongoing Fund liquidity needs.
- Investment education for the Trustees.
- Prepare written correspondence between Board, custodian and managers

6. Performance Measurement and Monitoring

Monitor and make recommendations on the performance of the investment managers to provide the Retirement System with the ability to determine the progress toward the Retirement Board's investment objectives, including but not limited to the following:

- Calculation and analysis of investment return and risk of the BCERS and VEBA funds and each investment portfolio, an overview of the capital markets environment, results of the present investment strategy and a peer group comparison of the BCERS and VEBA funds and investment managers' performance.
- Reports compiled pursuant to this provision to be delivered approximately four to six weeks after the end of every calendar quarter. The measurement and analysis of investment performance will include all investment portfolios and the total fund using custodian data supplied by the System's custodian bank. The reports may also include, if applicable, up to ten (10) years of historical, quarterly investment returns for existing portfolios.
- Attribution analysis of each manager's results.
- Analysis of total plan cash flows and current asset allocation versus policy.
- Written statement of each manager's compliance with local and statutory guidelines.
- Written conclusions and recommendations.
- To be presented, quarterly, in person to the Trustees and Administration.

7. Monitor compliance with Act 314

Monitoring the investment of the Bay County Employees Retirement System's assets with regards to Public Act 314 of 1965, as amended, with written quarterly reports submitted to the Board.

8. Assist in Fund Diversification

Assist the Board in the development of an investment manager structure that provides adequate diversification with respect to the number and types of investment managers to be retained by the Board.

9. Additional General Consulting Services

Provide general consulting services as requested by the Board, including, but not limited to negotiating with money managers to ensure best possible fees, review of Advisors ADV Part 2A Disclosure documents annually, consulting with trustees and staff, assist in custodial search and selection, develop and provide trustee education sessions, etc. Attend monthly meetings and special meetings, currently two per year, and be available to address Board and administration questions from time to time.

II. MINIMUM QUALIFICATIONS

1. The firm must be registered with the SEC as an investment advisor under the Investment Company Act of 1940. Each Individual Advisor Representative who may advise or perform any work for BCERS and VEBA, must be registered with the State of Michigan, possess a Series 65 license and be in good standing with FINRA and the SEC.
2. Agree to act as a fiduciary with respect to BCERS and VEBA.
3. Have been in business for a minimum of ten (10) years; if the firm has not been in business for at least ten (10) years, the designated individual advisor must have at least twenty (20) years of experience advising institutional clients at an SEC registered investment consulting firm.
4. Have provided similar investment consulting services to other public retirement systems of similar asset size to \$300 million (BCERS); \$40 million (VEBA).
5. Employ a professional team or department that's dedicated to investment manager research and analysis;
6. Disclose all conflicts of interest, all sources of revenue and all affiliations and related parties, especially, but not limited to, investment managers recommended by the firm.

III. SELECTION CRITERIA

The criteria for selection will include, but are not limited to the following.

1. Industry Experience of the consultant assigned, please include years of experience advising Michigan and/or municipal public retirement systems, including references (represents 20% weight in final score).
2. Demonstration of knowledge, experience and resources to provide required services (represents 30% weight in final score).
3. Disclosures (represents 30% weight in final score).
4. Proposed fees (represents 20% weight in final score).

IV. TIME REQUIREMENTS

The following are a list of key dates:

Request for Proposal Issued:	October 2, 2015
Due Date for Proposals:	October 12, 2015
Evaluation Process:	October 12-20, 2015

Interviews:

October 22, 2015 (Notice for any interviews will be given with as much prior notice as possible, please plan on having this day set aside for all relevant staff)

V. SPECIFICATIONS

Business Organization Background (Attachment A)

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate elements that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership or corporation. Provide a general description of the firm, including size, number of employees, breakdown by classification (consulting, management, clerical, etc.), other business or services, and other descriptive material.
2. Please submit biographical profiles on the individual(s) who will be assigned to our account. Where are they located? Who will attend review meetings? How many senior people have left your company in the last three years? How many support staff have left your company in the last three years? Be specific as to experience, performance measurement, manager search, investment policy consulting.
3. What is your experience in supporting institutional/public fund clients? What do you believe our needs to be and how would your firm meet our needs? How is your firm uniquely qualified to service our account?
4. How many accounts/clients have you gained in the last 3 years? How many have left your company in the last three years and why?
5. Describe the ownership structure, including any significant changes within the organizational structure of the firm over the last five years. Describe any anticipated changes within your firm over the next 12-18 months.
6. Explain the size, composition, and source of your performance measurement data base. What indices are used for relative comparisons? Were your software systems developed in-house or purchased from outside sources? If you do not maintain databases, whose do you use?
7. Describe your record retention policy and systems backup process.
8. Please disclose formal or informal business relationships with investment managers or other service providers to pension trust funds.
9. Describe the transition process when taking on a new client.
10. For your most recent year, please state your assets under advisement. Include details about the average client's portfolio size.
11. Please include a minimum of three references; one of the referenced must be a past client.

Disclosures (Attachment B)

1. Is your organization a subsidiary, parent or affiliate of any other firm? If yes, please describe in detail. Do any of these affiliates provide any other retirement fund services such as investment management, actuarial work, etc.? If you provide more than one service, how do you protect against conflicts of interest? Are there any circumstances specifically related to your investment activities under which your firm, its officers, or employees receive direct or indirect compensation, or anything of value from investment managers? If so, please describe in detail.

2. Has your firm or any parent or affiliated firm derived any direct or indirect revenue from the investment managers included in the firm's investment manager database? If so, please describe in detail. Examples include, but not limited to, money manager or client conferences; soft dollar arrangements; finder's fees; database fees and/or other services provided fees.
3. Please disclose any potential conflicts of interest, or appearance of conflict, which may arise if your firm is selected to represent BCER's investment portfolio.
4. Can you work with any investment manager? If not, why?
5. Does your firm have any arrangements with broker-dealers under which you or a related company will benefit if money managers place trades for their clients with such broker-dealers?
6. Does your firm have written Conflict of Interest and/or Code of Ethics policies? Please provide a copy if applicable.
7. Please provide all complaints received by the Securities and Exchange Commission and the National Association of Securities Dealers. Has your firm been involved in litigation within the last five years or are there any pending litigations arising out of your performance? If yes, explain in detail.
8. 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.
9. Has your firm been a party to any lawsuit, including suits involving misfeasance or professional neglect, with the last ten years? If so, please describe the substance and result of each.
10. Are you registered with the SEC or state securities regulator as an investment advisor? Have you provided all the disclosures required under those laws?
11. Will you acknowledge in writing that you have a fiduciary obligation as an investment adviser to the plan while providing consulting service we are seeking?
12. Do you consider yourself a fiduciary under ERISA with respect to the recommendations you provide the plan?

Investment Policy/Asset Allocation (Attachment C)

1. Provide an outline of the steps you would follow when developing an Investment Policy and Objectives. Does your investment policy and asset allocation analysis fully integrate liabilities with assets? How do you interface with the retirement system's actuary?
2. What is your approach to the development of asset allocation guidelines? Please describe this process in detail, including application of major variables (e.g. – risk tolerance, emerging liabilities, etc.)
3. What asset classes are included in your work?

Investment Manager Selection (Attachment D)

1. What is the procedure and criteria you will follow in the selection of additional investment advisors? How long might the process take from start to finish?
2. How many firms do you track for manager search purposes? How many managers have made final presentations from the total search base?

3. Do the consultants assigned to our account actually interface with prospective managers? How much time do they spend in an average week interviewing managers? How many managers a week do our assigned consultants see? Is due diligence performed for all managers offices? If so, please explain your due diligence process. How are consultants apprised with respect to developments about managers?
4. What computer systems do you utilize to help in your manger screening? Which are purchased and which are proprietary?
5. Do you monitor your success in selecting managers? Explain how you measure the level of success of existing manager.
6. What criteria is use to recommend termination of a manger?

Performance Evaluation (Attachment E)

1. How soon after the end of a reporting period can you have copies of evaluation reports to us? How frequently do you recommend performance evaluation reviews?
2. Provide samples of your standard reports? How much variation is available?
3. Describe and illustrate any special indices constructed by your firm.
4. Please describe the optimal role your firm would like to take in manager presentations to the Retirement Board. What other services are provided, if any?

Other (Attachment F)

1. Is your company a member of MAPERS? What other affiliations does your company maintain to keep apprised of unique issues and developments affecting Michigan public employees' retirement systems?
2. Describe the firm's knowledge and experience in specific asset class(s) or strategy including private equity, real estate and alternative investments.
3. Describe and/or list educational programs the firm has developed or made available to clients.
4. What is your firm's position on Commission Recapture Programs and how would the Board's participation in such programs affect your services?
5. Describe your firm's capabilities to evaluate securities lending programs.
6. Describe your firm's capabilities to evaluate securities litigation programs.
7. Describe the firm's investment and economic research capabilities and how such research is available and/or distributed to clients.

V. Fees (ATTACHMENT G)

1. Please indicate your fee schedule for investment performance analysis services, asset allocation, investment policy, manager search, etc.
2. Would you charge separately for travel expenses? If so, explain in detail your policy.

3. What other costs of expenses might we incur with your firm?
4. Describe the various types of insurance and indemnification provided to protect client of service(s) proposed, including (be sure to include specific dollar coverages):
 - a. Errors and Omissions Coverage
 - b. Risk Coverage
 - c. Carriers
 - d. Levels
 - e. Limits
 - f. Deductibles

VI. PROPOSAL SUBMISSION DOCUMENTS

It is required that narrative proposals be indexed and formatted in the same order and categories as noted below:

1. Business Organization Background (Attachment A)
2. Disclosures (Attachment B)
3. Investment Policy/Asset Allocation (Attachment C)
4. Investment Manager Selection (Attachment D)
5. Other (Attachment E)
6. Fees (Attachment F)
7. Certification (Attachment G)

VII. GENERAL INFORMATION

1. **CHANGES TO RFP:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Frances Moore or an attorney within Bay County's Department of Corporation Counsel only. Bidders 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 bidders by e-mail.
2. **CONTACT INFORMATION:** To receive these communications, possible bidders are asked immediately to send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@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 RFP, Bidder agrees to be bound by this RFP's terms and conditions. Proposals may be withdrawn by the Bidder without penalty at any time before notification that the Bidder's Proposal has been selected. However, if the Bidder withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Bidder 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 Bidder 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. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Bidder's Proposal.

4. RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE: The parties agree that they will not consider either distribution of this RFP or receipt of Proposals 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: Bay County is a tax-exempt entity. The successful bidder will receive a tax-exempt form.
6. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
7. RESPONSIBILITY: Bidder is solely responsible for ensuring its bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, 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.

8. INSURANCE: The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFP and any resultant contract, whether such service be by the Bidder individually or by any subcontractor or by anyone directly or indirectly employed Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Worker's 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. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder'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 mandatory \$1,000,000 annual aggregate;

Professional liability coverage (error and omissions) with limits of liability of \$1,000,000 claim applicable to this retention.

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. The Bidder has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance, 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 coverages 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:

"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

"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."

9. **COST OF DEVELOPING PROPOSAL:** The Respondent shall be responsible for all costs incurred in the development and submission of its Proposal.

10. **PROPOSAL DELIVERY:** To be considered, the Proposal must contain: Two (2) sealed envelopes, one (1) must be clearly marked **"QUALIFICATIONS FOR BAY COUNTY RETIREMENT BOARD INVESTMENT CONSULTANT"** and contain ten (10) copies of that portion of the proposal including all attachments and only one (1) sealed envelope clearly marked **"FEE SCHEDULE."**

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

11. **NON-DISCRIMINATION:** In the performance of the proposal and resultant contract, bidder 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. Bidder 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.
12. **PROPOSAL 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 bidders are invited to attend and hear the proposals read.
13. **PROPOSAL 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.
14. **PROPOSAL AWARD:** In the event the bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the bid to the vendor providing the best value to the County. If a bidder disagrees with this intent, the bidder may obtain from the Purchasing Office, a bid protest form, which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay

County Finance Department Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, (989) 895-4037 within ten (10) working days from the date of the notice of intent to award.

15. **CONTRACT:** The County's award of this proposal is conditioned upon the execution of a formal agreement for products and services between the selected bidder and the County. In submitting a proposal, bidder acknowledges that contents of this RFP will become incorporated within any formal agreement. This RFP does not include every term and condition which shall appear in the formal agreement. In the event that the bidder does not execute the formal agreement within the stated time limit, the County may reject the selected bidder and proceed to accept another qualified proposal, or reject all proposals. A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict of 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 this RFP, and last, the Bidder's Proposal.

16. **QUESTIONS:** All questions about this RFP must be directed in writing, via email, to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

Responses to any inquires will be issued in one (1) Addendum no later than October 9, 2015 and will be sent to all known bidders. Every attempt to answer your inquiries will be made however Bay County has the right to not answer any questions received after the October 7 2015 due date.

Correspondence or inquiries made directly to bidders regarding their proposals from all other persons are to be directed to those County employees designated above for appropriate review and response. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desire 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 to submit their proposals. Any information giving to a prospective bidder concerning the Request for Proposal will be furnished to all prospective bidders as an amendment or addendum to the Request for Proposal, if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance to uninformed bidders.

17. **DISPUTES:** In the event a proponent disagrees with the recommendation of the Bay County Finance Officer concerning this award, the individual may obtain from the Purchasing Division a Bid Protest Form which may be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Finance Department, Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan, 48708-5128, (989) 895-4037, within ten (10) working days of the Notice of Bid action.

VII. ADA ASSISTANCE

The County of Bay will provide necessary and reasonable auxiliary aids and services, such as a signer 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:

Tim Quinn
Director of Personnel and Employee Relations
Bay County Building
515 Center Avenue
3rd Floor
Bay City, MI 48708-5128
Telephone (989) 895-4098
TDD (989) 895-4049

Frances Moore, Purchasing Agent
Finance Department, Purchasing Division
Bay County Building
515 Center Ave
7th Floor
Bay City, MI 48708-5128
Telephone: (989) 895-4037
FAX Number: (989) 895-4039
Email: Mooref@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

ATTACHMENT G

CERTIFICATION

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder 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 solely developed and prepared without any collusion with any competing Proposer and/or Bay County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing proposer 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 Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone:

Fax:

Email:

Date:
