

RFQu 2025-02

RETIREMENT BOARD ACTUARY

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

> JAMES BARCIA BAY COUNTY EXECUTIVE

REQUEST FOR QUALIFICATION---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	March 31,2025
REFERENCE PROPOSAL NUMBER	RFQu 2025-02
DEADLINE FOR VENDOR QUESTIONS	April 21,2025 5:00 P.M.
RESPONSES DUE FROM COUNTY	April 28,2025 5:00 P.M.
PROPOSED DATE/TIME REQUIRED	May 5,2025 11:00 A.M.
SUBMIT PROPOSAL TO:	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION BAY COUNTY BUILDING 515 CENTER AVENUE 7 TH FLOOR BAY CITY, MI 48708-5128
MARK PROPOSAL:	BAY COUNTY BCERS ACTUARY – DELIVER TO PURCHASING IMMEDIATELY

The Bay County Purchasing Division on behalf of the Bay County Employees' Retirement System (BCERS) is seeking a fullservice actuarial consultant with the intention of entering a five-year contract.

Plan Profile

The Bay County Employees' Retirement System (BCERS), established on January 1 1947, is created to provide retirement income to qualifying employees and former employees, survivor income to their qualifying beneficiaries, and limited death and disability benefits; to provide the administration and maintenance of the retirement system; to create a retirement board and prescribe the power and duties of the retirement board; to establish certain reserves for the retirement system; and to provide remedies.

The Bay County Employees' Retirement System (BCERS) as of January 31, 2025, had over \$432 million in its investment portfolio with a breakdown of 50% domestic stock, 20% international stock, 17% bonds, 4% convertibles, 8% real estate and 1% cash equivalents. BCERS is an ordinance based defined benefits pension plan that provides pension benefits for nearly 1,112 retirees, over 1,103 active employees, and 89 deferred and vested former employees. The System requires contributions from both the employer and employees to provide sufficient assets 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. 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 or his/her designee, and chairperson of the Bay-Arenac Behavioral Health Authority Board of Directors (BABHA) or his/her designee.

Bay County has a Voluntary Employees' Beneficiary Association (VEBA) Trust Agreement. The purpose of the VEBA is to provide, through Health Care Organizations, on a pre-funded basis, medical benefits for retired employees, their spouses and dependents.

The Bay County VEBA as of January 31, 2025 had over \$106 million in its investment portfolio. The general administration, management and responsibility for the proper operation of the Trust 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 or his/her designee, and chairperson of the Bay-Arenac Behavioral Health Authority Board of Directors or his/her designee. As of June 30, 2019 there were 9 investment managers.

BCERS and Voluntary Employees Beneficiary Association (VEBA) are comprised of the employees of Bay County, its component units of government and the employees of Bay-Arenac Behavioral Health Authority (BABHA). BCERS and VEBA are agent multiple employer plans which provides pensions to employees of more than one employer; BABHA and All Others (General County, Department of Water and Sewer, Library, Bay Medical Care Facility, Sheriff's Department, and Road Commission). BCERS has a complex makeup that consists of seven different financial units; General County, Department of Water and Sewer, Library, Bay Medical Care Facility, Sheriff's Department, and Road Commission. Within each the units there are 33 different divisions with different multipliers and eligibility requirements. The Board employs the use of an investment consultant and a custodial bank. As of January 31, 2025 there were 18 investment managers. Legal counsel is provided by County Corporation Counsel with assistance from outside counsel as needed. There is no actuary on staff.

I. SCOPE OF SERVICES

Actuarial Valuations:

- 1. Conduct annual actuarial valuations and reviews of BCERS beginning with FY ending 12/31/2025 and provide written reports which comply with all legal requirements under Michigan law as well as federal and state accounting requirements.
- 2. Conduct annual actuarial valuations and reviews of VEBA beginning with FY ending 12/31/2025 and provide written reports which comply with all legal requirements under Michigan law as well as federal and state accounting requirements.
- 3. Prepare an actuarial report containing a glossary of terms and sufficient explanatory text to permit a reasonable understanding by the Boards, County Administration, and Retirement System and VEBA members of the actuarial assumptions, cost methods and conclusion. This shall include, but is not limited to, a summary of the plan, description of actuarial assumptions and cost methods, display of age groups and service metrics for active members and display of retired lives by age groups and types of benefits.

- 4. Additional items to be included in actuarial report:
 - a. Determine position of the plans including the actuarial value of assets and rates of return on investments using both market and actuarial value basis.
 - b. Calculate the normal annual cost and the annual required contribution for the plan year.
 - c. Calculate the Pension Benefit Obligation and compare to prior year amounts.
- 5. Written report for the valuation should be delivered no later than 6-8 weeks after receipt of complete data requested for analysis. Report should subsequently be presented in person at the board meeting following receipt.

Plan Administration/Consulting Services:

- 1. Prepare and provide final calculation of retirement benefits for participant retirement upon request.
- 2. Provide additional day-to-day services relating to plan administration. This shall include, but is not limited to, benefit estimates, benefit final calculations, Eligible Domestic Relations Order (EDRO) review and certification, annual employee benefit statements, etc.
- 3. Provide additional consulting time arising from new legislation, current topics, or plan related issues steaming from the actuarial valuation of assets.
- 4. Provide useful, accurate, and timely periodic and/or annual reporting statements.
- 5. Provide annual recommendation to the Board of Trustees on what the employee interest rate shall be for the past year.
- 6. Assist with actuarial/member record keeping services, including administrative and technical services/support.
- 7. Prepare periodic special reports/cost studies as requested including, but not limited to, a yearly Summary Annual Report.
- 8. Attend annual meeting in person of both BCERS and VEBA at the discretion of the Board of Trustees to present Actuarial publications completed by firm. Must be available to address Retirement Board questions from time to time.
- 9. Provide actuarial consultation and advisory services on any technical, policy, legal or administrative problems or questions arising during the course of operations by occasional meeting and routine telephone calls and written correspondence.
- 10. Assist in the preparation of proposed changes to Ordinance and/or plan documents.
- 11. Provide the information required for accounting and financial reporting purposes by the Governmental Accounting Standards Board (GASB); including GASB 68 and GASB 75 reports.
- 12. Keep the Board and staff advised of developments in federal legislation and/or regulations regarding funding, benefits, vesting, fiduciary responsibility, disclosure, etc.

13. Development and revision of various tables and factors needed by the System. These include but are not limited to, mortality tables, present value factors, and survivor benefit factors.

Experience Study:

1. Every five years, beginning with FY ending 2027, conduct a detailed review of Retirement Systems experience to be used for purpose of updating the actuarial assumptions. Develop the proposal, conduct the study and present the results to the Board verbally and in written form along with recommendations concerning actuarial assumptions to be used in the next actuarial valuation.

II. SPECIFICATIONS (the qualification submission must be labeled as below):

- 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, primary business (consulting, pension planning, insurance, etc.), other business or services, and other descriptive material.
- 2. Who will be the actuary and related staff available for assignment on the engagement? Provide summaries of the professional and experience qualifications of all persons, including supervising and support actuaries who shall perform work under the contract. Include information regarding public sector experience, formal training and membership in professional organizations relevant to this assignment.
- 3. Describe your experience in the valuation of post-retirement health care benefits.
- 4. How would you go about completing the actuarial valuations of each system, experience studies, and ongoing plan administration/consulting services as described in "Scope of Service"? Include a narrative description of your approach, identify the type of information BCERS and VEBA would receive, and the frequency in which you perform valuations.
- 5. What information would you require BCERS and VEBA to provide when completing the valuation? Include sample letters that would be used to request data from the Retirement System for the valuations.
- 6. What is the normal timeline that you would be able to provide valuation reports, GASB reports, and experience reports?
- 7. Provide information regarding any computer modeling and simulation tools that may assist in solving funding problems.
- 8. Are experience studies, economic assumption studies, audits and projections are included in your routine services?
- 9. Are you able to provide software services that serves as a database for active, terminated, deferred, and retired members to help assist in the information gathered during the valuation?
- 10. Are you able to provide a software service that will serve as a tool for the plan administrator to prepare estimates for members? Are you able to provide a web based portal for employees to access estimate information themselves?

- 11. What infrastructure have you built for providing actuarial services and reporting capabilities? What process, software, tools and resources are available to provide benefit estimates, benefit final certifications, and EDRO calculations? Provide a sample actuarial report and benefit estimate.
- 12. Are you able to prepare/provide printed Summary Annual Reports for active members? Include sample reports.
- 13. Are you able to prepare/provide Annual Benefit Statements for active members? Annual Benefit Statements will provide a projection of what an active member could receive in retirement. Include sample reports.
- 14. List public employee retirement systems and private pension systems for which your firm currently provides consulting actuarial services, including system name, approximate number of participants and number of years your firm has been retained. Please highlight/designate Michigan clients. Include data regarding client turnover of the firm over the last three years.
- 15. Provide a detailed description of both transition processes when taking on a new client or being taken off a client. Specifically discuss computer systems and data issues that you address in the project plan to ensure a successful and efficient transition.
- 16. Describe both the features and benefits of your reports and system, including your capabilities and internal audit practices. Include details regarding backup processes, disaster recovery plans, and disaster testing.
- 17. What is your system of controls to assure the accuracy of the processing and reporting of information and indicate if these are documents? Include information regarding your record retention practices and/or policies.
- 18. Detail the various types of insurance and indemnification provided to protect clients, including specific dollar amounts.
- 19. What steps do you take to ensure the confidentiality of client data?
- 20. Indicate any involvement in lawsuits involving misfeasance or professional negligence, if any, and provide details regarding such. Provide information regarding investigation by any state or federal regulatory or law enforcement agency, if any.

III. FEES (only one sealed copy needs to be provided):

- 1. A FLAT ANNUAL FEE IS DESIRED. Describe your basic approach to fee assessment (i.e. flat, transaction, or blended). If you charge for incidental services (i.e. copies, postage, travel etc.) please indicate. Include information as to how transition costs are handled and whether those are included in an annual retainer.
- 2. Indicate whether all Michigan public sector retirement system clients are charged the same rates. If rates differ, explain how they are determined.

IV. POINT DISTRIBUTION TO BE USED FOR RATING QUALIFICATIONS OF PROPOSERS

A maximum of one-hundred and twenty (120) points could be awarded for each proposer's qualifications, with a minimum of ninety (90) needed to qualify. Qualifying scores will be assigned on the following basis:

Understanding of Actuarial Needs & Processes 1 to 40 points State how you would go about completing the actuarial valuations of each system, experience studies and ongoing plan administration/consulting services.

Resumes of Key Personnel Assigned to the Project 1 to 20 points The proposer will provide resumes of the key personnel who will be assigned to the project, demonstrating professional and technical competence and years of experience.

Capability and Experience

Capability to provide professional services in a timely manner and past performance in terms of cost control, quality of work and compliance with performance schedules as demonstrated through the provision of a minimum of three (3) client references, of which two (2) must be Governmental accounts.

Risk Management •

System of controls to assure the accuracy of the processing and reporting of information; including record retention, insurance and indemnification and client confidentiality of data.

Total Possible Qualifications Score:

Proposers whose qualifications scores are below the minimum of eighty-five points will be eliminated from further consideration. Proposers whose qualifications score at least eighty-five points and above may be invited to an interview and have the cost envelopes opened, as determined by Bay County, to be held at the Bay County Building, 515 Center Ave., Bay City, Michigan 48708.

Following this procedure and the finalization of the pricing structure, the Contractual Agreement will be presented to the selected proposer. If not executed by the proposer within ten (10) business days, negotiations with the first-ranked proposer will be terminated, and Bay County Employees' Retirement Board reserves the right to open negotiations with the second-ranked proposer. This iterative process shall be continued until Bay County selects one (1) or more Actuary Services provider to recommend to the Bay County Employees' Retirement Board.

V. CONTENT OF PROPOSAL REQUIRED TO BE CONSIDERED FOR THIS RFQu:

All Bids must be good for one-hundred and twenty (120) days after the previous stated bid opening date.

Proposers will be evaluated based on the specifications listed above in Section II.

It is required that narrative proposals be indexed and formatted in the same order and categories as noted in the specification section above. The only additional required document is the Certification and References forms which are provided at the end of this document.

1. References and Related Projects. (Use attached form)

2. Certification. (Use attached form)

Proposers are permitted to include a maximum of five (5) additional pages of information not requested above, if you feel it may be useful and applicable to this RFQu.

120 points

1 to 40 points

1 to 20 points

VI. GENERAL INFORMATION

- CHANGES TO RFQu: All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Nicole Putt. 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 Nicole Putt, Bay County Purchasing Agent, at puttn@baycountymi.gov; 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, Bidder agrees to be bound by this RFQu'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. RFQu, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE: The parties agree that they will not consider either distribution of this RFQu 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 RFQu 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:
 - 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;
 - 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 be delivered with a sealed envelope containing the cost proposal and be clearly marked **"BCERS Actuary"** and contain eight (8) copies of that portion of the proposal including all attachments. Label one (1) submission as "Original" and provide the one copy of the sealed cost proposal with the submission marked "Original".

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.
- 15. 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 Nicole Putt, 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.
- 16. 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 RFQu will become incorporated within any

formal agreement. This RFQu 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 RFQu 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 RFQu, and last, the Bidder's Proposal.

17. QUESTIONS: All questions about this RFQu must be directed in writing, via email, to:

Nicole Putt Purchasing Agent puttn@baycountymi.gov

Under no circumstances will phone calls be accepted.

Responses to any inquires will be issued in one (1) Addendum no later than OCTOBER 18, 2019 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 11, 2019 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, BCERS Board Member 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 Qualifications 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 Qualifications will be furnished to all prospective bidders as an amendment or addendum to the Request for Qualifications, if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance to uninformed bidders.

I. 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:

Amber Davis-Johnson		Nicole Putt, Purchasi	ing Agent
Corporation Counsel		Finance Department	, Purchasing Division
Bay County Building		Bay County Building	
515 Center Avenue		515 Center Ave	
4rd Floor		7 th Floor	
Bay City, MI 48708-51	28	Bay City, MI 48708-5	128
Telephone	(989) 895-4131	Telephone:	(989) 895-4037
TDD (989) 895-4049		Email: <u>Puttn@baycountymi.gov</u>	

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.

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REFERENCES

1	Company/Agency Name:	Contact Name:	Contact Title:	
Add	Address:		Phone Number:	
			E-mail	
Service Provided/Type of Business:		Dates of Service:		

2	Company/Agency Name:	Contact Name:	Contact Title:	
Address:		Phone Number:		
			E-mail	
Service Provided/Type of Business:		Dates of Service:		

3	Company/Agency Name:	Contact Name:	Contact Title:
Addre	SS:		Phone Number:
			E-mail
Servic	e Provided/Type of Business:		Dates of Service:

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:		