



RFQu 022018

**INSURANCE AGENT TO OBTAIN THIRD PARTY ADMINISTRATOR  
FOR WORKERS' COMPENSATION AND EXCESS WORKERS'  
COMPENSATION INSURANCE COVERAGE**

**Bay County Finance Department  
Purchasing Division  
On behalf of  
Bay County Personnel and Employee Relations**

**JAMES BARCIA  
BAY COUNTY EXECUTIVE**

**REQUEST FOR PROPOSAL---THIS IS NOT AN OFFER**

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

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<b>DATE OF REQUEST</b>	MAY 11, 2018
<b>REFERENCE PROPOSAL NUMBER</b>	RFQu 022018
<b>DEADLINE FOR VENDOR QUESTIONS</b>	MAY 16, 2018 5:00 PM
<b>RESPONSES DUE FROM COUNTY</b>	MAY 18, 2018 5:00 PM
<b>PROPOSED DATE/TIME REQUIRED</b>	MAY 25, 2018 11:00 A.M.
<b>SUBMIT PROPOSAL TO:</b>	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION BAY COUNTY BUILDING 515 CENTER AVENUE 7 <sup>TH</sup> FLOOR BAY CITY, MI 48708-5128
<b>MARK PROPOSAL:</b>	INSURANCE AGENT TO OBTAIN THIRD PARTY ADMINISTRATOR FOR WORKERS' COMPENSATION AND EXCESS WORKERS' COMPENSATION INSURANCE COVERAGE

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The Bay County Purchasing Division on behalf of the County of Bay, Bay Medical Care Facility and Bay County Department of Water & Sewer (D.W.S) is soliciting sealed letters of qualification from a qualified firm or individual to provide Agent/Broker services, for a period of five (5) years commencing January 1, 2019 and expiring on December 31, 2023. A five (5) year renewal option will be considered by the County upon the expiration of the initial contract period.

The selected firm or individual will solicit bids on behalf of the County for Workers' Compensation Third Party Administration "TPA" and Excess Workers' Compensation to the three above mentioned units of Bay County Government "County" for a period of five (5) years commencing January 1, 2019 and expiring on December 31, 2023. A five (5) year renewal option will be considered by the County upon the expiration of the initial contract period.

The units are briefly described as follows:

**The County of Bay** includes employees reporting to the County Executive, County Commissioners, Clerk, Treasurer, Register of Deeds, Drain Commissioner, Sheriff, Prosecutor, the 18<sup>th</sup> Circuit Court and the 74<sup>th</sup> District Court and Friend of the Court. The employee population ranges from 550 in the winter months to 675 in the summer months.

**Bay Medical Care Facility** is a long term care facility providing skilled care to the residents of Bay County. The Facility employs approximately 330 employees. Bay Medical Care Facility operates under the direction of the Health and Human Services Board for Bay County, a three (3) person board appointed by the Bay County Board of Commissioners and the Governor of the State of Michigan.

**Bay County Department of Water & Sewer "D.W.S."** is a wastewater treatment plant and maintains Bay County's sewer system. This facility employs approximately 44 employees. D.W.S. operated under the direction of the Bay County Road Commission, a three (3) person board elected by the general public.

#### **SCOPE OF SERVICES:**

1. Successful bidder will perform the functions of an Agent/Broker representing Bay County for the purposes of bidding out Workers' Compensation TPA services and Excess Workers Compensation Coverage for self-insured policies.
2. Agent must be willing to be the agent for Bay County and act in Bay County's best interest. Agent will be required to enter into a contract with the County stating as such.
3. Agent will be required to make a recommendation on best value for the County as well as disclose quotes received on behalf of the County.
4. Assist Bay County in continuing to qualify with the proper State authorities as a self-insured entity. The successful bidder will be required to complete and submit, on behalf of the County, the annual application to the State of Michigan to be a self-insured entity. Historical claims information necessary to complete the application shall be maintained by the successful bidder.
5. The successful bidder will be designated the "Agent of Record" for the County in securing written proposals for Excess Workers' Compensation insurance to protect Bay County. The successful bidder will provide recommendations as well as present the written proposals to the County and the County will select the most qualified firm. It is understood and agreed that the successful bidder may receive from the insurance company a commission for the placement of insurance with that company and that this compensation is over and above the fees paid by the County as stated in the service contract. All commission amounts shall be revealed in the written proposals that are provided to the County.
6. The successful bidder will perform the bidding process and bring recommendations to Bay County with viable options for TPA and Excess Coverage options no later than October 1, 2018 for a contract date of January 1, 2019. All bids presented will meet all requirements needed for Bay County to continue to certify as a self-funded plan.
7. The successful bidder will be able to secure Excess Workers' Compensation insurance for self-insured Michigan municipality.
8. The successful bidder will be able to secure TPA for self-insured Michigan municipality.

#### **REQUIREMENTS:**

**The County will expect the Agent/Broker to seek a TPA with the requirements listed below:**

1. The successful bidder will be required to service all open claims during the contract period regardless of date of occurrence. Open claims are defined to include any claims from a previous period that are reopened or any incurred but not reported claims from a previous period. The successful bidder will be allowed a thirty (30) day period from the inception date of the contract in which to assume responsibility for services of tail claims.

Upon the termination date of the contract all open files in the possession of the successful bidder shall be turned over to the subsequent TPA. In addition all indemnity files closed within five (5) years' previous to the termination of the contract shall be turned over to the subsequent TPA.

\*The County may entertain suggestions from bidders as to the parameters for transferring closed indemnity files to a subsequent TPA should the stated five (5) years be contrary to industry standards.

2. The successful bidder shall provide the County and the Excess insurer with timely and complete monthly reports of all accidents, including occupational diseases. Data for these reports shall be maintained for the County as a whole and for each individual group (General, Bay Medical Care Facility and Department of Water & Sewer).

Monthly reports shall include:

- a. The number, type and severity of accidents/illnesses by division or department.
  - b. All payments made on behalf of each employee for benefits and expenses.
  - c. Estimate of all reserves for actual, anticipated or potential benefit.
3. The successful bidder shall provide 40 hours of on-site Loss Control Service annually during the term of the agreement. This is to be 40 hours of on-site service by the loss control representative, excluding travel time to and from Bay County. If the County desires additional hours of loss control services, the cost of the same shall be in addition to the contract fee and shall be paid on an hourly basis.
  4. The Loss Control services to be provided to the County shall include, but not be limited to: inspection of County work sites, operations, machinery and equipment; safety training of County personnel and the making of recommendations for changes intended to reduce the County's potential for loss under the Workers' Disability Compensation Act of 1969, as amended, and to comply with OSHA and MIOSHA requirements and any other applicable safety laws or regulations. The scheduling of inspections shall be mutually agreed upon. The successful bidder agrees to make a good faith effort to honor the County's scheduling requests, if any. The successful bidder shall be expected to advise the County as to the best utilization of the hours of Loss Control services contracted for, with respect to the various types of Loss Control Services available.
  5. The successful bidder shall be responsible for the compilation and timely filing of all notices and reports mandated by the Worker's Disability Compensation Act of 1969, as amended.
  6. The successful bidder shall conduct all necessary investigations in order to determine the extent of Bay County's liability as an employer for Employer's Liability or under the Workers' Disability Compensation Act of 1969, as amended. The successful bidder shall be responsible for the verification and approval of all claims the County is required to pay as a result of its liability under the act. The verification and approval procedure followed by the successful bidder shall insure adequate internal control over the payment process.
  7. The successful bidder shall prepare all necessary documents and data required for the Bureau of Workers' Disability Compensation; shall calendar and coordinate with legal representation as to deadlines, case development and appearances. The Bay County Department of Corporation Counsel is charged with performing all civil legal duties for the County. The County reserves the right to select and direct attorney(s) in all litigation

and will consider recommendations from the successful bidder. Bidder may submit resumes and rates of recommended legal counsel with its proposal.

8. Provide all claims administration and reporting services that would enable the County to fulfill its obligation as an employer under the Michigan Workers' Disability Compensation Act of 1969, as amended, or as an employer for Employers' Liability during the contract period.
9. ALL open files in the possession of the current TPA will be transferred to the successful bidder. The successful bidder and the County will discuss and reach an agreement as to which closed files will be transferred from the current TPA. The successful bidder will be required to maintain an accurate inventory of all files in their possession and provide same to the County upon request.
10. Complete and accurate supporting documentation, which may be inspected periodically by the County of Bay, must be maintained for all claims possessed.
11. The successful bidder shall be required to establish three (3) separate trust (claims) accounts, one for each employer unit, from which payments on behalf of that unit will be made. The successful bidder will request monthly reimbursement on separate statements to each unit and the firm's availability to meet that schedule and other related factors, may also be considered.
12. On or before February 1<sup>st</sup> of each year, during the contract term, the successful bidder will be required to submit to Bay County, proof that the successful bidder had received its annual renewal of bureau approval to continue to provide the services enumerated above.
13. TPA will be required to calculate IBNR reports for year-end accounting no later than March 1 of the following claims year utilizing agreed to and consistent accounting methods.

**The County will expect the Agent/Broker to seek an Excess Workers' Compensation policy with the requirements listed below:**

Excess Workers' Compensation policy in an amount sufficient to satisfy the applicable requirements for self-insured municipality.

VENDORS **MUST** BE AVAILABLE FOR INTERVIEWS THE WEEK OF MAY 28, 2018.

**CONTENTS OF BID SUBMISSION PACKET:**

1. Number of clients and services offered to each (ATTACHMENT A):
  - a. Self-insured
  - b. Municipal
  - c. County
2. References (ATTACHMENT B)
3. Certification. (ATTACHMENT C)
4. Proposer Warranties (ATTACHMENT D):

- a. The Firm and/or Individual will be an agent for the County and will at all times act within the best interest of the County.
  - b. The Firm and/or Individual will make recommendations on the best value for the County and disclose all other quotes relating to the recommendation.
  - c. The Firm and/or Individual is willing to disclose compensation paid based on the County' business.
5. Biography of the Firm and resumes of the Agents who will be providing service; with detailed experience and knowledge of securing Workers' Comp TPA and Excess Workers' Comp. (LABEL ATTACHMENT E)
  6. What plans do you currently work with, please describe the affiliations and between your firm and plans. (LABEL ATTACHMENT F)
  7. Please provide the cost to the County for your services. (LABEL ATTACHMENT G)

### **QUALIFICATIONS-BASED SELECTION (QuBS) PROCESS TO BE USED**

The *Bay County Purchasing Policy* provides for the use of a Qualifications Based Selection (QuBS) Process. This fair and rational procedure facilitates the selection of professional services on the basis of qualifications and competence in relation to the scope and needs of the particular project. The committee is charged to implement the QBS process and provide recommendations to the Bay County Executive and Bay County Board of Commissioners. Members of a QBS committee will review materials submitted by each person, compare, and rate them according to the selection requirements stated in this MQBS.

#### **The QuBS process to be used for this project involves a number of steps:**

1. The Bay County Board of Commissioners identifies the general scope of the work.
2. A selection schedule is established.
3. Qualification documents are requested.
4. Qualification documents are evaluated.
5. A short list of proposers who receive 120 points or more is prepared for further consideration with the top proposer(s) being interviewed and evaluated.
6. Interviews are conducted.
7. Individuals are ranked for selection.
8. A contract is negotiated with the top ranked individual.
  - a. If an agreement cannot be reached, those negotiations are ended and negotiations are begun with the second ranked individual and so on down the line, until agreement is reached and an individual selected.
9. All individuals involved receive post-selection communications.

#### **QuBS COMMITTEE MEMBERS**

The QuBS Committee for the Insurance Agent may include or their designee:

- Chairman of the Board of Commissioners or designee
- Board Analyst Robert Redmond
- Purchasing Agent Frances Moore
- Finance Officer Jan Histed
- Assistant Corporation Counsel Shawna Walraven
- Personnel Director Tiffany Jerry
- Payroll and Benefits Supervisor Rebecca Marsters

- Personnel Assistant Michele Zook

## GENERAL INFORMATION

1. **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 Frances Moore. 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](mailto: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 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, 7<sup>TH</sup> 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 RFQ 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. 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. 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 **“Insurance Agent to Obtain Third Party Administrator for Workers’ Compensation and Excess Workers’ Compensation Insurance Coverage”** and contain six (6) copies of that portion of the proposal including all attachments. Only one copy of the cost proposal is required.

**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, 7<sup>th</sup> 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, 7<sup>th</sup> 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 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.
16. **QUESTIONS:** All questions about this RFQU must be directed **in writing, via email**, to:

Frances Moore  
Purchasing Agent  
mooref@baycounty.net

**Under no circumstances will phone calls be accepted.**

Responses to any inquires will be issued in one (1) Addendum no later than May 18, 2018 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 May 16, 2018 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.

**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  
Corporation Counsel  
Bay County Building  
515 Center Avenue  
4rd Floor  
Bay City, MI 48708-5128  
Telephone (989) 895-4131  
TDD (989) 895-4049

Frances Moore, Purchasing Agent  
Finance Department, Purchasing Division  
Bay County Building  
515 Center Ave  
7<sup>th</sup> Floor  
Bay City, MI 48708-5128  
Telephone: (989) 895-4037  
FAX Number: (989) 895-4039  
Email: [Mooref@baycounty.net](mailto: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](http://www.baycounty-mi.gov).**

**ATTACHMENT A**

**CLIENTELE**

**Number of Self-Insured Clients**

Services Provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

How will these services relate to Bay County's needs? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Number of Municipal Clients**

Services Provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

How will these services relate to Bay County's needs? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Number of County Government Clients**

Services Provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

How will these services relate to Bay County's needs? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please add up to no more than five (5) pages of additional detail, if necessary.

**MUNICIPAL/COUNTY REFERENCES**

<b>1</b>	<b>Customer Name:</b>	<b>Contact Name:</b>	<b>Contact Title:</b>
<b>Address:</b>		<b>Phone Number:</b>	
_____		<b>How long have you had this account?</b>	
_____			
<b>Service Provided:</b>			
_____			
_____			

<b>2</b>	<b>Customer Name:</b>	<b>Contact Name:</b>	<b>Contact Title:</b>
<b>Address:</b>		<b>Phone Number:</b>	
_____		<b>How long have you had this account?</b>	
_____			
<b>Service Provided:</b>			
_____			
_____			

<b>3</b>	<b>Customer Name:</b>	<b>Contact Name:</b>	<b>Contact Title:</b>
<b>Address:</b>		<b>Phone Number:</b>	
_____		<b>How long have you had this account?</b>	
_____			
<b>Service Provided:</b>			
_____			
_____			

**ATTACHMENT C**

**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: \_\_\_\_\_

**PROPOSER WARRANTIES**

1. Proposer warrants that the firm and/or individual will be an agent for the County and will at all times act within the best interest of the County.
2. Proposer warrants that the firm and/or individual will make recommendations on the best value for the County and disclose all other quotes relating to the specific recommendation.
3. Proposer warrants that the firm and/or individual is willing to disclose compensation paid based on the County's business.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_