



REQUEST FOR PROPOSAL

RFP 012013

Bay County

Aerial Application Proposal

Turboprop Fixed Wing

THOMAS HICKNER
BAY COUNTY EXECUTIVE

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

DATE OF REQUEST	JUNE 21, 2013
REFERENCE PROPOSAL NUMBER	RFP 012013
PROPOSED DATE/TIME REQUIRED	JULY 8, 2013 10:00 A.M.
SUBMIT PROPOSAL TO	BAY COUNTY PURCHASING DIVISION ATTN: FRANCES MOORE BAY COUNTY BUILDING 8 TH FLOOR 515 CENTER AVENUE BAY CITY, MI 48708-5128
MARK PROPOSAL	"BAY COUNTY AERIAL APPLICATION PROPOSAL TURBOPROP FIXED WING" DELIVER TO THE PURCHASING OFFICE IMMEDIATELY"

Bay County seeks to enter into a two (2) year contract for turboprop fixed wing aerial application of granular larvicide to woodland pools in pre-designated woodlots in Bay County. The material delivery rates are three (3) to five (5) pounds per acre to be determined by Bay County Mosquito Control. Approximately twenty thousand (20,000) to forty thousand (40,000) acres will be treated within the townships of: Beaver, Fraser, Garfield, Gibson, Mt. Forest, Kawkawlin, Pinconning, Williams or additional townships as designated by Bay County Mosquito Control. The final determination of total acreage and control material will be made by the county.

The Bay County Finance Department on behalf of Bay County Mosquito Control is soliciting sealed proposals for the following: 2014-2015 FIXED-WING LARVICIDING SERVICE in conformity with the following required specifications:

SPECIFICATIONS:

1. PROJECT DESCRIPTION

The Bay County Mosquito Control Aerial Program is designed for the control of woodland Aedes species of mosquitoes breeding in acres of standing water in forested, residential and recreational areas. These targeted areas are created by spring rains and/or snow melt and provide suitable breeding habitats for the following mosquito species: Aedes canadensis, Ae. excrucians, Ae. fitchii, Ae. implicatus, Ae. intrudens, Ae. provocans, and Ae. stimulans.

2. SERVICE REQUIRED

On the date of application, the bidder or prior approved bidder's employee assigned shall be in full charge of the work and shall have full authority for making decisions involving the work, and shall not be removed or replaced except with county's prior approval.

3. SERVICE PERIOD

Service shall be completed tentatively between April 1 and April 30, 2014 and 2015, depending on entomological and weather conditions. The determination of suitable field and weather conditions shall be at the sole discretion of the county. Application shall commence tentatively on April 15, each year, at the request of the county.

Representatives of the county will provide a 48-hour notice by telephone of the starting date. **It is imperative the contractors be available on the date specified by Bay County. For non-performance, the bidder must agree to liquidated damages equal to the bid cost for spraying adult mosquitoes.**

4. REGULATION COMPLIANCE

The contractor shall demonstrate full understanding of and comply with all federal, state and local laws and regulations.

5. EQUIPMENT REQUIRED

Application shall be made by turboprop fixed-wing aircraft properly equipped for granular application. Global Positioning System (GPS), preferably Satloc or Ag-Nav, flight operations equipment is required.

Application equipment must satisfy FAA requirements for treatment over urban areas of Bay County. The county reserves the right to require re-calibration of application equipment at any time during the service period.

Bidders must indicate how backup equipment will be provided, if necessary. The contractor will provide a sufficient number of turboprop fixed-wing aircraft, with a minimum of two (2) fixed wing aircraft, to complete the treatment project within the appropriate treatment window. The contractor will provide all necessary loading equipment and loading personnel to ensure expedient and safe loading. The determination of loading site location shall be at the sole discretion of the county. The contractor will also provide a mechanic in the area to ensure efficient repairs of the aircraft and application equipment, if necessary. The contractor must have the capability to provide on-site fueling.

The contractor shall provide the proper radio equipment to communicate with the flight operation tower at MBS International Airport. The contractor shall provide constant ground-to-air communication between Bay County staff and contractor, via portable VHF radio(s). The contractor must be equipped with GIS capabilities. The contractor will be required to provide Bay County with a mapped print-out documenting aerial acreage treated via aircraft.

6. PRE-APPLICATION SURVEY

An aerial survey of all scheduled treatment sites shall be made with a county representative prior to application. Site boundaries and no-treatment areas shall be identified during this survey. Maps of woodlots to be treated will be provided by the county.

7. PILOT CERTIFICATION

The contractor must be certified for aerial pesticide application AE (Aerial) and 7F (Mosquito) Categories with the Michigan Department of Agriculture and Rural Development. Proof of certification shall be required within fifteen (15) days of contract award. The county may reject at any time, the contractor's representative, or any pilot, who is, in the county's sole discretion, unqualified or incompetent, violates contract provisions or operates an aircraft in a negligent manner. The county requires each pilot to have a minimum of 10,000 acres of AERIAL treatment experience with seasonally flooded woodlots producing spring snowmelt mosquitoes applying a granular control material.

8. SUB-CONTRACTORS

Sub-contracting is not preferred, but if deemed necessary, a list of sub-contractors must be submitted fifteen (15) days prior to treatment. Sub-contractors must meet all requirements of this proposal and use will be subject to the county's prior approval.

REQUIREMENTS OF BIDDER:

1. All bids must be good for ninety (90) days after the previous stated proposal date.
2. All proposals shall be based on a two (2) year contract starting in April 2014 and prices shall remain constant for the term of the contract.
3. The bidder shall submit their pricing requirements only on the provided pricing sheet. **(Attachment A)**
4. Each bidder shall furnish copies of the following: **(Label as Attachment B)**
 - a. Michigan Department of Agriculture Commercial Applicators License (AE and 7F categories)
 - b. FAA Operating Certificate
 - c. Certificate of Insurance
 - d. Congested Area Plan
 - e. Ship/Aircraft Radio Station License
 - f. Special Airworthiness Certificate

- g. Copy of the Operating Certificate
 - h. Commercial Pilots License
 - i. Medical – Annual
 - j. FAA Operating Certificate of Letter of Competency
5. Each bidder shall list three (3) references (preferably governmental entities) currently being serviced. **(Attachment C)**
 6. Each bidder shall list three (3) references from past clients serviced within the last five (5) years. **(Attachment D)**

The above information is required in order to accept your bid as complete; any bids received without the above information will be marked incomplete and maybe rejected. The request below is required but will not be included in the determination of the bid award.

OTHER REQUIREMENTS:

1. Business Information **(Attachment E)**
2. Each bidder is required to accompany their formal bid with a written sworn statement affirming they have not been a party to a collusive agreement. **(Attachment F)**

GENERAL INFORMATION:

1. **ADDENDA:** All additions, corrections or changes to the solicitation documents will be made by addenda 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 addenda. All addenda issued shall become part of the Agreement documents. Addenda will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive these communications, possible bidders are asked to immediately 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. **TAX-EXEMPT STATUS:** Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
4. **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.
5. **RESPONSIBILITY:** Bidders are solely responsible for ensuring their 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.

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. 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, 8TH Floor, Bay City, MI 48708.

6. INSURANCE: The Supplier shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Supplier's service, whether such service be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 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.
 - 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 accident.
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. General liability insurance for claims for damages because of bodily injury or death of any person, other than the Supplier's employees, or damage to tangible property of others, including loss of use resulting by other specific liability insurance and are ordinarily insurable under general liability insurance, subject to bodily injury limits of not less than \$2,000,000 each occurrence and mandatory \$2,000,000 annual aggregate and property damage limits of not less than \$1,000,000 each occurrence; or combined bodily injury/property damage limits of not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

Insurance required shall be in force throughout the contract and shall be written for not less than any limits of liability specified above. The Supplier has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance, acceptable to the County, shall be filed with the County prior to commencement of the project. These certificates shall contain a provision that coverages afforded under the policies will not be modified or canceled without 30 days prior written notice to the County.

The following wording shall appear on the certificates of insurance:

"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."

Commercial general liability as described above shall include an endorsement stating the following shall be ADDITIONAL INSURED:

"It is understood and agreed that the following shall be additional insureds: The County of Bay including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers"

This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether said other available coverage be primary, contributing, or excess.

SUB-CONTRACTORS: If the Supplier should subcontract any part of the project to a third party, Supplier shall ensure that such third party shall carry similar insurance before commencing work. Supplier shall in advance of such work furnish evidence of insurance for any such third party doing work for or under Supplier.

7. **COST OF DEVELOPING PROPOSAL:** The Respondent shall be responsible for all costs incurred in the development and submission of this response. The County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a Respondent, the evaluation of an accepted response, or the selection of finalists. The County shall not be contractually bound until the County and the successful Respondent have executed a written approved contract for performance of the work. The bidder may not begin any part of this project until the signed contract is received by Corporation Counsel.

The County's award of any bid is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County within ten (10) days after the date that the bidder receives such agreement from the county. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within this time period, the county may reject the selected bidder, and proceed to accept another qualified bid, or reject all bids. A copy of a bidder's suggested terms and conditions may be submitted with bidder's proposal.

8. **PROPOSAL DELIVERY:** Proposals must be returned no later than **July 8, 2013 @ 10:00 A.M.** in a sealed envelope clearly marked "**Aerial Application Proposal Turboprop Fixed Wing**" --- **Deliver to the Purchasing Office immediately.** The same should be mailed or hand delivered to the Bay County Purchasing office, Bay County Building, 8th Floor, Bay City, Michigan 48708. The County will not accept proposals sent by FAX machine or E-mail.
9. **NON-DISCRIMINATION:** In the performance of the bid, bidder agrees not to discriminate against any employee or applicant for employment, 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 race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Bidder further agrees that every contract or subcontract entered into for the performance of this bid will contain a provision requiring non-discrimination in employment, as here specific, binding upon each Supplier or sub-Supplier. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (MCL 37.1201 et seq.) or the Michigan Persons with Disabilities Civil Rights Act (MCL 37.1101 et seq.) And any breach of this provision may be regarded as a material breach of the contract or subcontract.
10. **BID OPENING:** There will be a public bid opening on July 8, 2013 10:00 A.M. in the Bay County Information Systems Department conference room located in the Bay County Building, 8th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
11. **BID REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all bids, to waive any irregularities and to make the final determination as to the best low qualified bid.

12. **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, 8th 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.

13. **BID INQUIRIES:** Any questions concerning this bid must be directed in writing via email to:
Frances Moore
Purchasing Agent
Mooref@baycounty.net

Any question not received via email or any questions received after July 1, 2013 5:00 pm will not receive a response.

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

Michael Gray, Assistant County Executive for Administrative Services
Office of the Bay County Executive
Bay County Building,
515 Center Ave
4th Floor, Suite 401
Bay City, MI 48708-5128
(989) 895-4130
(989) 895-4049 TDD

Frances Moore, Purchasing Agent
Bay County Finance Department
Bay County Building
515 Center Ave
8th Floor
Bay City, MI 48708-5128
(989) 895-4037
Email: Mooref@baycounty.net

This proposal process will be conducted in conformity with the Bay County Purchasing Policy.

PRICING SUMMARY

A. AIRCRAFT

1. Type of aircraft: _____

2. Number of aircraft to complete treatment in specific time frame: _____

3. Type of application equipment: _____

B. CARRYING CAPACITY _____

C. ON-BOARD NAVIGATIONAL EQUIPMENT _____

D. COMMUNICATION EQUIPMENT _____

E. YEARS OF EXPERIENCE (provide detailed information regarding experience with mosquito control granular insecticide aerial application of seasonally flooded woodlots producing spring snowmelt mosquitoes, use additional sheets of paper if necessary):

F. EXPLAIN ACCESS TO MECHANIC IN TREATMENT AREA

G. PRICE: COST PER ACRE \$ _____

COPIES OF THE FOLLOWING DOCUMENTS

- a. Michigan Department of Agriculture Commercial Applicators License (AE and 7F categories)
- b. FAA Operating Certificate
- c. Certificate of insurance
- d. Congested Area Plan
- e. Ship/Aircraft Radio Station License
- f. Special Airworthiness Certificate
- g. Operating Certificate
- h. Commercial Pilots License
- i. Medical-Annual
- j. FAA Operating Certificate of Letter of Competency

CURRENT REFERENCES

1	Name:	
Address: _____ _____ _____		Phone Number:

2	Name:	
Address: _____ _____ _____		Phone Number:

3	Name:	
Address: _____ _____ _____		Phone Number:

PAST REFERENCES

1	Name:	
Address: _____ _____ _____		Phone Number:

2	Name:	
Address: _____ _____ _____		Phone Number:

3	Name:	
Address: _____ _____ _____		Phone Number:

BUSINESS INFORMATION

BAY COUNTY VENDOR SET UP REQUEST

Return completed form to: Bay County Purchasing
515 Center Avenue, Suite 701, Bay City MI 48708

Bay County Use Only	Vendor No.:	_____
Review Date:	Reviewer's Initials:	_____
1099: Yes <input type="checkbox"/>	No <input type="checkbox"/>	
1099: <input type="checkbox"/> 3-Per Diem	<input type="checkbox"/> 6-Medical	<input type="checkbox"/> 7-Atty/Non-Employee Comp

INSTRUCTIONS: Bay County Vendor Set Up Request form is in three (3) parts.
Page 1 of 3: MANDATORY - Includes vendor identification, W-9, and contact information.
Page 2 of 3: OPTIONAL - Electronic Payment Set Up Request. Not available to one-time vendors.
Page 3 of 3: MANDATORY - W-9 form. Only exception, one-time vendors.
An incomplete form will NOT be processed.

Requesting Department or Contact Name: _____

Authorized Department Signature: _____ Date: _____

New vendor? Yes No Unsure If no, vendor number: _____

One-time vendor? Yes No Unsure

If one time vendor, SKIP SECTION I and Contact Person fields below.

If restitution or refund payment, select one box only and SKIP SECTION I.

Refund payment? Yes Restitution? Yes

Bay County employee? Yes No

Information change only? Yes If yes, fill out information change(s) only. Check next to change, below.

SECTION I
Please provide one: SSN _____ Federal ID: _____
Incorporated? Yes <input type="checkbox"/> No <input type="checkbox"/>
What goods or services will you provide to Bay County?
<input type="checkbox"/> Service: _____
<input type="checkbox"/> Product/Supply: _____
<input type="checkbox"/> Attorney/Medical: _____

Vendor Name: _____

DBA: _____ Not applicable.

Contact Person Phone: _____ Fax: _____

Contact Person Email: _____ ***

Vendor Address: _____

Vendor Payment Address, if different from above: _____

***Optional - Email to receive purchase orders electronically: _____

BAY COUNTY VENDOR ELECTRONIC PAYMENT SET UP REQUEST

Return completed form to: Bay County Purchasing, 515 Center Avenue, Suite 801, Bay City MI 48708

INSTRUCTIONS: Bay County Vendor Set Up Request form is in three (3) parts.

Page 1 of 3: **MANDATORY** – Includes vendor identification, W-9, and contact information.

Page 2 of 3: **OPTIONAL** - Electronic Payment Set Up Request. Not available to one-time vendors.

Page 3 of 3: **MANDATORY** - W-9 form. Only exception, one-time vendors.

An incomplete form will NOT be processed.

Vendor /Company Name: _____

Date: _____ Vendor number, if known.: _____ Bay County Employee Skip Vendor Contact below

Financial Institution Name: _____

Financial Institution Address: _____

Account Type: Checking Savings

Bank Routing Number: _____
Your bank will have this information.

Account No.: _____

Email Address to Receive Deposit Advice: _____

Vendor /Company Contact Name: _____

Vendor /Company Contact Phone: _____ Fax: _____

The above listed company (Company) sells goods and/or services to Bay County located in Bay City, Michigan. Bay County desires to make payments for such goods and/or services electronically through the ACH Network. COMPANY agrees to grant such flexibility.

Therefore, COMPANY hereby (1) authorizes Bay County to make payments for goods and/or services by ACH, (2) certifies that it has selected the stated depository financial institution, and (3) directs that all such payments be made as provided above.

COMPANY understands that you (Bay County) will verify the information provided above and, in the absence of a discrepancy or other unusual circumstances will begin the direct deposit of payments for goods and/or services within 15 days of your receipt of this form. In the event of a discrepancy, COMPANY understands that COMPANY will be required to provide corrected information by completing a new form. COMPANY acknowledges and agrees that the terms and conditions of all agreements with Bay County concerning the method and timing of payments for goods and/or services shall be amended as provided herein.

COMPANY will give thirty (30) days advanced written notice to Bay County of any changes in depository financial institution or other payment instructions.

Authorized Signature: _____

Print Name and Title: _____ Date: _____

The authority granted by me on this form is to remain in full force and effect until you have received written notification of its termination in such a time and in such a manner as to afford you and my financial institution a reasonable opportunity to act on it.

COMPANY hereby discharges Bay County from all liability whatsoever for any actions taken by Bay County in accordance with the above.

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
<input type="checkbox"/> Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Bay County Finance Department 515 Center Ave., Suite 701 Bay City, MI 48708
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the Instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CERTIFICATION

The individual signing below certifies:

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

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____