



# REQUEST FOR PROPOSAL

RFP [032014](#)

Bay County

Emerald Ash Borer Treatment Proposal

Bay County Purchasing Division

On behalf of the

Bay County Gypsy Moth Program

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**

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DATE OF REQUEST	<b>MARCH 3, 2014</b>
REFERENCE PROPOSAL NUMBER	<b>RFP 032014</b>
PROPOSED DATE/TIME REQUIRED	<b>MARCH 14, 2014 10:00 A.M.</b>
SUBMIT PROPOSAL TO	<b>BAY COUNTY FINANCE DEPT. ATTN: FRANCES MOORE BAY COUNTY BUILDING 8<sup>th</sup> FLOOR 515 CENTER AVENUE BAY CITY, MI 48708-5128</b>
MARK PROPOSAL	<b>“EMERALD ASH BORER TREATMENT DELIVER TO THE PURCHASING OFFICE IMMEDIATELY”</b>

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The Bay County Purchasing Division, on behalf of the Finance Department is soliciting sealed proposals for the following:

**Injection of ash trees with the insecticide Tree-age to control Emerald Ash Borer (EAB)**

Bay County is seeking to enter into a one-year contract for the treatment of ash trees that are infested with the invasive beetle, Emerald Ash Borer (*Agrilus planipennis*). Treatment will be done using the injected systemic insecticide Tree-Age, a micro-encapsulated liquid formulation of 4% Emamectin Benzoate specifically labeled for trunk injection to control Emerald Ash Borer in ash species (*Fraxinus* spp.) the ash trees will be all included in one treatment unit. Maps and the tree inventory list can be found in Addendum A. The total number of trees treated will be determined by the County after review of the trees for health prior to the beginning of the treatment period. All trees are located on public land.

**Project Description**

Ash Trees in Bay County are being killed by a growing infestation of Emerald Ash Borer beetles. To this end, Contractors are being solicited to enter into a contract with Bay County to provide application services and pesticide to control the pest *Agrilus planipennis* (EAB). The following sections describe the pesticide, equipment and other requirements the applicator must meet to be awarded a contract.

## Specifications

### 1. Service Required

On the days of treatment, the Contractor or prior approved Contractor employee assigned shall be in full charge of the work, shall have full authority for making decisions involving the work, and shall not be removed or replaced except with County's prior approval.

### 2. Service Period

Services shall be completed between May 1 and June 30, depending on entomological and weather conditions. The County reserves the option to extend the contract for one (1) additional year.

The Contractor agrees that the applicators and equipment used on this job shall be assigned exclusively to County work until the work is completed or release is approved by the County.

### 3. Regulation Compliance

The Contractor shall be aware of and comply with all federal, state and local laws and regulation.

### 4. Applicator Certification

All Applicators shall be certified for pesticide application 3B (Woody Ornamentals) with the Michigan Department of Agriculture and Rural Development however ISA Certification is preferred and encouraged. An updated Proof of Certification shall be required within fifteen (15) days of contract award and certificates will be required for any added applicators. The county may reject at any time, the contractor's representative, or any applicator, which is, in the county's sole discretion, unqualified or incompetent, violates contract provisions or operates equipment in a negligent manner.

### 5. Subcontractors

Subcontractors are not preferred, but if deemed necessary, a list of subcontractors must be submitted fifteen (15) days prior to treatment. Subcontractors shall meet all the requirements of this proposal. All subcontractors shall be subject to the county's prior approval.

### 6. Equipment Required

- The Contractor will use application equipment consistent with the pesticide manufacturer's requirements as directed on the pesticide's label. Either high pressure (125 PSI) or low pressure (30-60 PSI) devices may be used.
- Pesticide shall be injected through a one-way valve type plug. The purpose of this device is to assure the proper dose is sealed within the sapwood during and after pressurized applications protecting the environment and the operator from contact with the pesticide. The Plug shall meet the following requirements:
  - Have a hard exterior plastic shell or housing and a soft inner septum or core to allow for the insertion of a needle. When installed, both shall hold back internal pressures up to 600 psi during and after injection.
  - Able to be set into the sapwood.
  - The hole needed for installation of the plug shall not exceed 3/8 inch diameter.
  - Shall not contain any metal.
  - The plug shall not be threaded into the hole.

## 7. Pesticide Formulation Specifics

- Product used to treat Bay County ash trees shall be **Tree-Age**, a micro-encapsulated liquid formulation of 4% Emamectin Benzoate specifically labeled for trunk injection to control Emerald Ash Borer (*Agilus planipennis*) in ash species (*Fraxinus* spp.), **no substitution or equal will apply**.
- The Contractor shall purchase the pesticide in sufficient quantities to treat all trees as described in **Addendum A**.
- The dose shall be in accordance with the amounts given in **Addendum B**.
- The contractor shall supply up-to-date copies of the EPA approved label and MSDS.

## 8. Pre-Treatment Survey

Ash tree inventories were done in the fall of 2013 so the condition of individual trees may have changed, therefore the Contractor will work with the Bay County Gypsy Moth Suppression Program Coordinator to determine which trees will be treated. Surveys will be coordinated between the Contractor and the Program Coordinator once bud break has been observed.

## 9. Treatment Maps and Detailed Tree Information

A county-wide map showing the general location of all trees included in this bid specifications is included as part of **Addendum A**. The Contractor will be provided with detailed maps and GPS location of each tree with information about the size in inches as Diameter at Breast Height (DBH) and condition of the tree prior to treatment. Trees to be treated will be marked with a dot near the base on the north east side of the tree or the side closet to the road where applicable.

The number of trees may vary between 715 and 750 and may also vary in diameter between 7600 and 8100 inches DBH. This variance is based on discrepancy due to growth of the trees and tree loss.

### CONTENT OF PROPOSAL:

To be considered you must submit all required elements listed below. They should bear the letters and heading contained within this RFP.

1. All Bids must be good for ninety (90) days after the previous stated bid opening date.
2. All proposals shall be based on a one-year contract starting April 25, 2014, and prices shall remain constant for the term of the contract.
3. The bidder shall submit their pricing requirement only on the provided pricing sheet. **(See Attachment A)**
4. Each bidder shall furnish copies of the following: **(See Attachment B)**
  - A. Michigan Department of Agriculture Commercial Applicators License (3B category)
  - B. Michigan Business License
  - C. Proof of Insurance meeting the requirements listed in General Information #5
  - D. Proof they are trained to use Tree-age and the equipment needed
  - E. Financial Reference
  - F. Proof of Pesticide Applicator Certification

5. Each Bidder shall list three (3) references from past clients serviced using Tree-Age within the past 3 years. These references shall also list the number of trees treated for the client. **(See Attachment C)**

The following will not be considered for evaluation but must be completed and submitted or your proposal will be considered incomplete, marked rejected and returned.

6. 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. **(See Attachment D)**

Other Requirements:

7. Each bidder is required to accompany their formal bid with their Business information and Electronic Payment information; this form may be submitted after award of the contract. **(See Attachment E)**

**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 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. **TAX-EXEMPT STATUS:** Bay County is a tax-exempt entity. The successful bidder will receive a tax-exempt form.
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.

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, 8<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.

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 \$1,000,000 each occurrence and mandatory \$1,000,000 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 \$1,000,000 annual aggregate.
- e. 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 delivered goods, 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.

All coverages shall be with insurance carriers licensed and admitted to do business in Michigan.

- 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 because 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 will not be contractually bound until the County and the successful Respondent have executed a written contract for performance of the work.

8. PROPOSAL DELIVERY: Proposals must be returned no later than **March 14, 2014 @ 10:00 A.M.** in a sealed envelope clearly marked "**Emerald Ash Borer Treatment Proposal**" --- **Deliver to the Purchasing Office immediately.** The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 8<sup>th</sup> 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 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.
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 their 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, 8<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.
13. CONTRACT: The County's award of this bid is conditioned upon the execution of a formal agreement for products and services between the selected bidder and the County, occurring within 10 days after the date that the bidder receives such agreement from the County. If bidder proposes a standard contract, bidder must submit a copy of all proposed terms and conditions with its proposal. In submitting a proposal, bidder acknowledges that contents of this RFP will become incorporated within any formal agreement. This RFP does not include every term and condition which shall appear in the formal agreement. In the event that the bidder does not execute the formal agreement within the stated time limit, the County may reject the selected bidder and proceed to accept another qualified bid, or reject all bids.

**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:

Tim Quinn  
Director of Personnel and Employee Relations  
Bay County Building  
515 Center Ave  
Ground Floor, Suite G102  
Bay City, MI 48708-5128  
(989) 895-4098  
(989) 895-4049 TDD

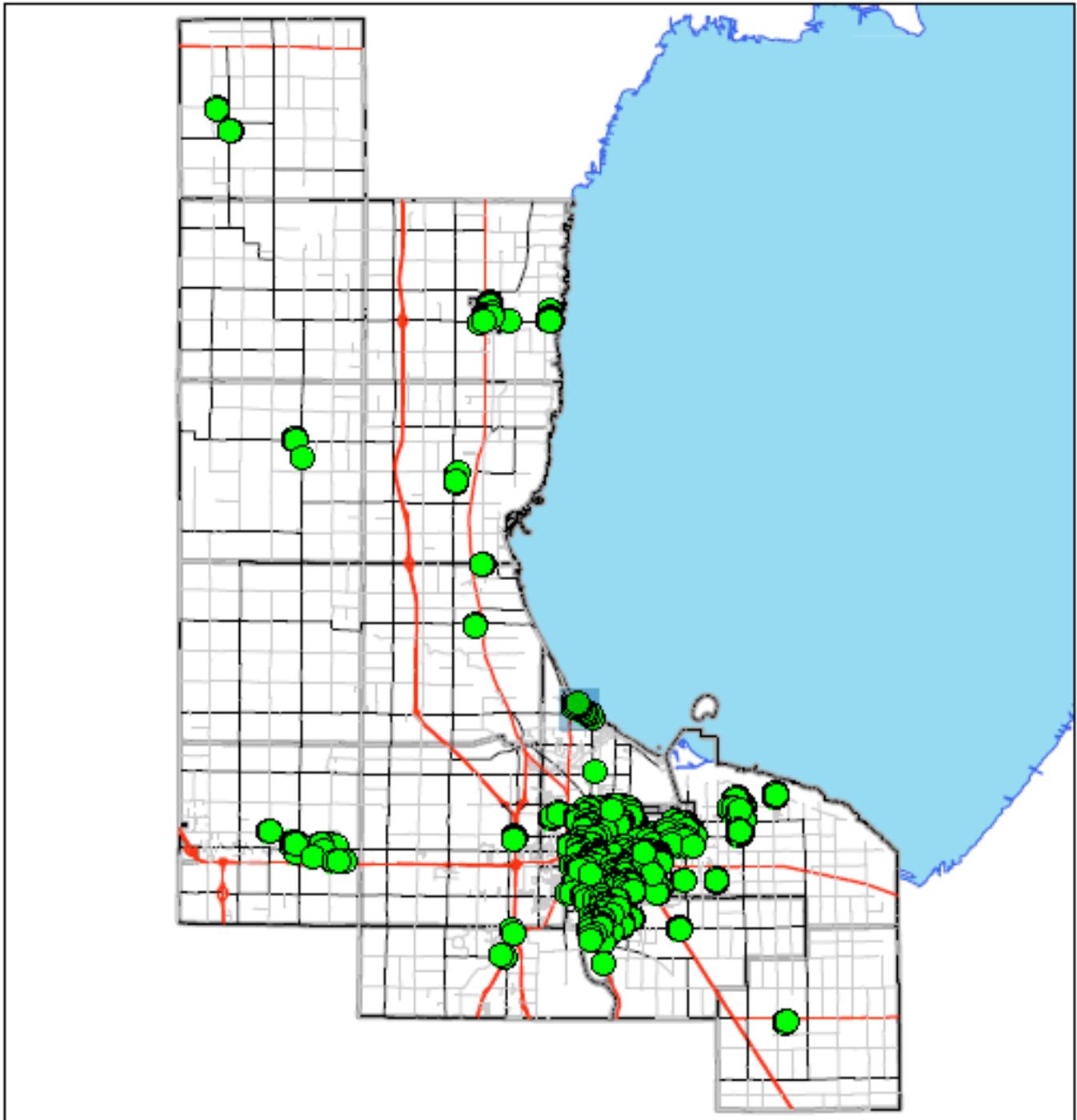
Frances Moore, Purchasing Agent  
Bay County Finance Department  
Bay County Building  
515 Center Ave  
8<sup>th</sup> Floor  
Bay City, MI 48708-5128  
(989) 895-4037  
[Email: Mooref@baycounty.net](mailto:Mooref@baycounty.net)

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

## All Tree Information: Summarized by tree size (DBH)

DBH	# OF TREES PER SIZE	TOTAL DBH
4	5	20
5	37	185
6	63	378
7	144	1008
8	75	600
9	86	774
10	54	540
11	52	572
12	36	432
13	30	390
14	14	196
15	11	165
16	11	176
17	11	187
18	18	324
19	7	133
20	8	160
21	9	189
22	12	264
23	6	138
24	5	120
25	7	175
26	3	78
27	7	189
28	4	112
29	2	58
30	1	30
31	1	31
32	3	96
33	1	33
34	2	68
35	1	35
36	1	36
39	1	39
40	1	40
42	1	42
53	1	53
<b>TOTALS</b>	<b>731</b>	<b>8066</b>

**Bay County Gypsy Moth Suppression Program**  
**2014 EAB Ash Treatment Project**  
County-wide general tree locations



Projected Coordinate System: NAD\_1983\_HARN\_StatePlane\_Michigan\_South\_FIPS\_2113\_FEET  
Projection: Lambert\_Conformal\_Conic  
False\_Easting: 13123359.58335249



User: AMALLACE  
Date: 2/6/2014

TREATMENT GUIDELINES: REQUIRED TREATMENT RATES

Tree Diameter (DBH) in Inches	Low Pressure (30-60 PSI Devise)		High Pressure (125 PSI Devise)		
	Milliliters per Tree	Injection Sites per Tree	Milliliters per Tree	Milliliters per Injection Site	Injection Sites per Tree
7	20	4	24	6	4
8	25	4	24	6	4
9	30	4	30	6	5
10	30	4	30	6	5
11	40	4	36	6	6
12	40	4	36	6	6
13	45	4	42	6	7
14	50	4	48	6	8
15	60	8	63	9	7
16	65	8	72	9	8
17	75	8	72	9	8
18	80	8	81	9	9
19	90	8	81	9	9
20	110	8	108	12	9
21	120	8	120	12	10
22	135	8	132	12	11
23	150	8	144	12	12
24	155	8	144	12	12
25	160	8	156	12	13
26	170	8	168	12	14
27	180	12	180	12	15
28	195	12	195	15	13
29	210	12	210	15	14
30	225	12	225	15	15
31	240	12	240	15	16
32	255	12	255	15	17
33	270	12	270	18	15
34	290	12	288	18	16
35	310	12	306	18	17
36	325	12	324	18	18
37	345	12	342	18	19
38	360	12	360	18	19
39	380	12	378	21	19
40	400	12	398	21	19
>40 inches	10 mil per inch DBH	12 up to 60	10 mil per inch DBH		20

**PRICING**

Price per Inch of Diameter at Breast Height (DBH):

Price Quote	Per Inch DBH	Total Bid
Trees less than 10 inches DBH price per inch		
Trees ten inches or greater DBH price per inch		

**Please estimate how many trees your firm can treat in an average day?** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**ADDITIONAL REQUIRED DOCUMENTS**

1. Michigan Department of Agriculture Commercial Applicators License (3B category)
2. Michigan Business License
3. Proof of Insurance
4. Certificate Proving they are trained to use Tree-age and the necessary equipment
5. Financial Reference
6. Proof of Pesticide Applicator Certification

REFERENCES

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

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

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

**CERTIFICATION**

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the 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 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: \_\_\_\_\_

**BUSINESS INFORMATION AND ELECTRONIC PAYMENT DOCUMENTS**

# 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  No   
1099:  3-Per Diem  6-Medical  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  No

What goods or services will you provide to Bay County?

Service: \_\_\_\_\_

Product/Supply: \_\_\_\_\_

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	
	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"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	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.

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

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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.

<b>Sign Here</b>	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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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,

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