INVITATION FOR BID

IFB 022019
Bay County Aerial Application Gypsy Moth Treatment

JAMES BARCIA
BAY COUNTY EXECUTIVE
INVITATION TO BID---THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT RETURN THIS BID, PLEASE RETURN THIS FORM INDICATING SO TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDER LIST.

DATE OF REQUEST                      MARCH 1, 2019

BID NUMBER                           IFB 022019

QUESTIONS FROM BIDDERS DUE TO PURCHASING:   MARCH 8, 2019
                                            5:00 P.M.

ADDENDUM ISSUED:                      MARCH 15, 2019
                                            BY 5:00 P.M.

BID DATE/TIME OPENING                MARCH 22, 2019
                                            11:00 A.M.

SUBMIT BID TO                         BAY COUNTY FINANCE DEPARTMENT
                                            PURCHASING DIVISION
                                            BAY COUNTY BUILDING 7TH FLOOR
                                            515 CENTER AVENUE
                                            BAY CITY, MI 48708-5128

LABEL BID                            “BAY COUNTY AERIAL APPLICATION GYPSY
                                            MOTH TREATMENT” DELIVER TO THE
                                            PURCHASING OFFICE IMMEDIATELY

Bay County seeks to enter into a (1) year contract for aerial application of an aqueous formulation of Bacillus thuringiensis (BTK) to designated wooded areas of Bay County to control outbreak level populations of the gypsy moth. Should treatment be required the following year Bay County reserves the right to extend the contract for one additional year. The application rate shall be one half (0.5) gallon per acre or 24 BIUs per acre. Approximately four hundred (400) acres will be treated within the townships of: Gibson, Kawkawlin, and Mount Forest as designated by Bay County Gypsy Moth Suppression Program (see Exhibit 1). 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 Gypsy Moth Program is soliciting sealed proposals for the following:

2019 AERIAL APPLICATION GYPSY MOTH TREATMENT SERVICES
In conformity with the following required specifications:

**SPECIFICATIONS:**

1. **PROJECT DESCRIPTION**

   The Bay County Gypsy Moth Suppression Program (“County”) is designed for the control of outbreak level populations of gypsy moth caterpillars that damage trees in forested, residential and recreational areas of Bay County. These targeted areas were surveyed and identified in the fall of 2018 to have outbreak level gypsy moth populations that are likely to cause damage to local trees, have sufficient host tree canopy cover to support growing gypsy moth populations and are large enough to warrant aerial application.

2. **SERVICES REQUIRED**

   The contractor will provide aircraft equipped for aerial application of an aqueous formulation of BTk, pilots, insecticide, mix / loading equipment, and ground support personnel capable of completing the spray project in a timely and safe manner. Prior to treatment day, the Contractor shall receive electronic shape files of treatment areas to be uploaded into the aircrafts GPS system. On the day of application the contractor shall assure that the pilot can speak to the traffic control tower at MBS International Airport and to ground personnel while doing treatments. The contractor must also be able to send electronic treatment records. Cost for all services and materials needed shall be included in the bid price.

3. **SERVICE PERIOD**

   Service shall be completed between May 1 and June 30, 2019, depending on development of the gypsy moth caterpillars, tree canopy development, and weather conditions. The determination of suitable field and weather conditions shall be at the sole discretion of the County. Application shall commence approximately 10 days after peak hatch of gypsy moth caterpillars has been observed, as determined by the County.

   Representatives of the County shall notify the Contractor at least 72-hour prior to treatment starting date.

   **Notification will be made by telephone and confirmed with an e-mail.**

   **It is imperative the Contractor be available and report to do application on the date specified by Bay County.**

   On the date of application, the bidder or prior approved bidder’s employee assigned shall work cooperatively with the County representative to make decisions involving the work, and shall not be removed or replaced except with county’s prior approval.

4. **SPRAY MATERIAL**

   The Contractor is responsible for the purchase of Foray 48B or a comparable product that is an aqueous formulation of Bacillus thuringiensis (ver. Kurstaki) (Btk) insecticide. All Btk product used on this project must be new material manufactured within the six months prior to date of application. The Contractor shall arrange for the delivery of the product to a suitable site where it will be secure and protected from tampering and/or damage. The Contractor shall be responsible for handling, transporting and the integrity of the insecticide from the storage to the aircraft loading zone.

   a. Application Rate- one half gallon of undiluted product per acre to provide 24 BIU’s per acre and in accordance with label directions.

   b. Safety Data Sheet (SDS) - within 5 business days of signing the agreement resulting from this IFB and bid, the Contractor will provide the County with a copy of the Pesticide Label and Material Safety Data Sheet (SDS) for
the insecticide to be used on this project. The Contractor must also keep a copy of both available on-site throughout the course of the project.

c. Container Disposal- the Contractor is responsible for the proper disposal of all insecticide containers as specified on the product label.

d. Operational problems- it will be the Contractor’s responsibility to insure a trouble-free operation with the material purchased. If problems arise, the Contractor must work with the manufacturer to resolve them.

5. REGULATION COMPLIANCE

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

a. Regulation 637- The Contractor shall insure compliance with all the rules contained in Regulation 637, promulgated under the authority of the Natural Resources and Environmental Protection Act 451, of 1994, Part 83. The County shall act as the applicator’s “agent” as defined in the Regulation 637 Rule 11 (5)(a) for notification purposes. The County will follow all public notification requirements on behalf of the Contractor.

b. FAA Waiver for Congested Areas- the contractor is responsible for reviewing all spray block maps and for identifying congested areas that would require an FAA waiver in order to conduct spray low-level flights over them. The Contractor is responsible for filing the required plan and documents with the appropriate FAA Flight Safety District Office for congested areas so identified, for obtaining any necessary waiver and for providing proof of such to the County two weeks prior to start of the project.

6. EQUIPMENT REQUIRED

a. Aircraft- Fixed wing or helicopter shall be allowed provided they are FAA approved and can complete the work in a timely and safe manner.

b. Booms and spray heads- Each Aircraft will be fitted with FAA approved booms and rotary atomizer spray heads that have been calibrated to deliver the insecticide in accordance with label specifications.

c. Mixing and loading- 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 in cooperation with the County.

d. The aircraft shall be equipped with a Global Positioning System (GPS), capable of recording and sharing flight operation and spray data. The contractor will be required to provide Bay County with a print-out and maps documenting aerial acreage treated per aircraft.

e. Bidders must indicate how backup equipment will be provided, if needed. The contractor will also provide a mechanic in the area to ensure efficient repairs of the aircraft and application equipment, if necessary.

f. 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.

7. PILOT CERTIFICATION

The application pilot must be certified for aerial pesticide application AE (Aerial) and 2 (Forest Pest Management) Categories with the Michigan Department of Agriculture and Rural Development. Proof of certification shall be submitted with the bid and updated not less than fifteen (15) days before start of project if changes have been made.

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 treating forested areas to control gypsy moth caterpillars or similar forest or agricultural pests.
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 one (1) year contract starting May 1, 2019 and prices shall remain constant for the term of the contract. The County reserves the right to negotiate a second year for this Contract if additional treatment is needed in 2020.

3. The bidder Price Quote shall be submitted on the provided pricing sheet. (Attachment A)

4. Each bidder shall furnish copies of the following: (Label as Attachment B)
   
   1. Michigan Business License
   2. FAA Part 137 Operating Certificate
   3. Residential Insurance Exclusion
   4. Draft Congested Area Plan
   5. Ship/Aircraft Radio Station License
   6. Special Airworthiness Certificate
   7. Commercial Pilots License
   8. Pilots Medical Certificate – Annual
   9. Pilots Michigan Department of Agriculture Pesticide Applicators License (Categories AE- Aerial Equipment and 2- Forestry)
   10. Manufacturers Label and SDS for formulation of Bacillus thuringiensis (Kurstalki) insecticide to be used

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 “non-responsive” and maybe rejected. The request below is required but will not be included in the determination of the bid award.
OTHER REQUIREMENTS:

1. 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 E)

GENERAL INFORMATION:

1. CHANGES TO IFB: All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, or an attorney within Bay County’s Department of Corporation Counsel only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.

2. CONTACT INFORMATION: To receive future communications related to this IFB, 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. RIGHT TO WITHDRAW BIDS: By submitting a Proposal in response to this IFB, Bidder agrees to be bound by this IFB’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. IFB, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE: The parties agree that they will not consider either distribution of this IFB 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 either purchase equipment from the Bidder or 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. A tax exempt form will be provided to the successful bidder.

6. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

7. RESPONSIBILITY: Bidder is solely responsible for ensuring its bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7th Floor, Bay City, MI 48708
Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

8. **INSURANCE:** The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder’s services related to this IFB and any resultant contract, whether such service be by theBidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:

a. Worker’s compensation insurance for claims under Michigan’s Workers’ Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;

b. Employer’s liability insurance, in conjunction with workers’ compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers’ compensation may not be an exclusive remedy, subject to a limit of liability of not less than $100,000 each incident;

c. 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. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

d. Comprehensive general liability insurance in the minimum amount $1,000,000 per occurrence and $3,000,000 annual aggregate coverage.

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. Certificates of insurance, acceptable to the County, 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 coverage 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:

1. “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

2. “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 Bidder shall be responsible for all costs incurred in the development and submission of its Proposal.

10. **PROPOSAL DELIVERY:** Proposals must be returned no later than March 22, 2019, @ 11:00 a.m. in a sealed envelope clearly marked “Bay County Aerial Application Gypsy Moth Treatment”--- Deliver to the Purchasing Office immediately. Please provide four (4) printed copies of the submission and deliver to the Bay County Purchasing Office, Bay County Building, 515 Center Ave., 7th Floor, Bay City, Michigan 48708.

    The County will not accept proposals sent by FAX machine or Email.
11. NON-DISCRIMINATION: In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.

12. PROPOSAL OPENING: There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.

13. PROPOSAL REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.

The County is not required to accept the lowest cost proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience or capacity may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a bidder’s approach meets the desired requirements and needs of the County.

The County reserves the right to waive any informalities or immaterial omissions or defects not involving prices, time or changes in the work and to reject any or all proposal, if to do so is deemed in the best interest of the County. In no event will an award be made until all necessary investigations are made as to the responsibility and qualification of the bidder to whom it is proposed to make such an award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the County.

14. PROPOSAL AWARD: In the event the proposal 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 proposal to the Bidder providing the best value to the County.

15. CONTRACT: The County’s award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the IFB will become incorporated within any formal agreement. This IFB 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 14 days of its presentment by the County, 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 IFB shall be construed as any definitive acceptance by the County of Bidder’s suggested terms and conditions. In the event of a conflict in 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 the IFB, and last, the Bidder’s Proposal.
16. **DISPUTES:** In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain a Bid Protest Form from the Purchasing Office which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, within ten (10) business days from the date of the notice of intent to award.

17. **QUESTIONS:** All questions about this IFB must be received by March 8, 2019, 5:00 p.m. in writing, via email, to:

   Frances Moore Purchasing Agent
   mooref@baycounty.net

   Responses to any inquiries will be issued in one (1) Addendum no later than March 15, 2019, 5:00 p.m. 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 March 8, 2019 due date.

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

   Any significant explanation desired 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 given 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.

**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:

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<tr>
<td>Amber Davis-Johnson</td>
<td>(989) 895-4131, (989) 895-4049 TDD</td>
<td><a href="mailto:johnsona@baycounty.net">johnsona@baycounty.net</a></td>
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<tr>
<td>Corporation Counsel</td>
<td>Bay County Finance Department Purchasing Division</td>
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<tr>
<td>Bay County Building</td>
<td>Bay County Building 515 Center Ave. 7th Floor</td>
<td>515 Center Ave. 4th Floor Bay City, MI 48708-5128</td>
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This proposal process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website www.baycounty-mi.gov.
Bay County Gypsy Moth Suppression Program
2019 Spray Blocks
Gypsy Moth Aerial Treatment: IFB 022019
Total Acres to be Treated: 401
Number of Spray Blocks: 3

EXHIBIT 1

Coordinate System: NAD 1983 HARN StatePlane Michigan South FIPS 2113 Feet Intl
Projection: Lambert Conformal Conic
Datum: North American 1983 HARN

Date: 1/25/2019
ATTACHMENT A

PRICING

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 to control gypsy moth populations in forested and urban areas, use additional sheets of paper if necessary):

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

F. EXPLAIN ACCESS TO MECHANIC IN TREATMENT AREA

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

G. PRICE: COST PER ACRE

$ ____________________________________________
Please provide the requested information below for the person to direct proposal questions and notifications:

Signature: 

Print Name: 

Title: 

Company Name: 

Company Address: 

Phone Number: Fax Number: 

E-mail Address: 

Date: 
ATTACHMENT B

ADDITIONAL REQUIRED DOCUMENTS

1. Michigan Business License
2. FAA Part 137 Operating Certificate
3. Residential Insurance Exclusion
4. Draft Congested Area Plan
5. Ship/Aircraft Radio Station License
6. Special Airworthiness Certificate
7. Commercial Pilots License
8. Pilots Medical Certificate – Annual
9. Pilots Michigan Department of Agriculture Pesticide Applicators License (Categories AE- Aerial Equipment and 2- Forestry)
10. Manufacturers Label and SDS for formulation of Bacillus thuringiensis (Kurstalki) insecticide to be used
11. Plan of work including information about equipment to be used, i.e. aircraft type and number, spray head type, landing area requirements and information on availability of back-up equipment, a mechanic and fueling needs.
# CURRENT REFERENCES

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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 developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or 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 the Proposal.

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 Proposal has been made.

__________________________________________________________________________
Signature:                                                                                       

__________________________________________________________________________
Print Name:                                                                                       

__________________________________________________________________________
Title:                                                                                           

__________________________________________________________________________
Company Name:                                                                                     

__________________________________________________________________________
Company Address:                                                                                   

__________________________________________________________________________
Phone Number:                                                                                       Fax Number: ____________________________

__________________________________________________________________________
E-mail Address:                                                                                     

__________________________________________________________________________
Date: