



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

REQUEST FOR QUOTE NUMBER:  
WILL BE RECEIVED UNTIL

08CT61405YA  
04/24/08 at 2:00 p.m. EST.

DESCRIPTION: **Trash Collection-Wet Garbage**

(General Services Department) \*\*\* **(This quote is accessible through Fulton County website.)\*\*\***

Return to:  
FAX QUOTES ARE \* ACCEPTABLE  
[Direct Fx# \(404\) 893-1727](tel:4048931727)  
(404) 893-6587 OR  
(404) 893-6588  
Fulton County Purchasing Department  
Public Safety Building, Suite 1168  
130 Peachtree Street, S.W.  
Atlanta, Georgia 30303  
(404) 730-5800

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

CONTACT NAME: Carolyn Towns	E-Mail Address : Carolyn.Towns@fultoncountyga.gov.	Telephone Number: (404) 730 4208
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All information requested on this sheet must be completed. The signature block and related information on each quote sheet must also be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

Company Name:

City	State	Zip Code
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Telephone Number:	Fax Number:	E-Mail Address:
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RESPONSES MUST BE DELIVERED TO THE PURCHASING OFFICE BY THE DATE INDICATED.

Person submitting QUOTE: (Please Print)	Date
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Title

\*Signature of the person submitting QUOTE:

\*This person has binding authority to sign contracts on behalf of the responding company. By signing this form and all attachments, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws— including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

NO BID:  REASON: \_\_\_\_\_

**REQUEST FOR QUOTE SPECIFICATIONS**  
**Quote Number: 08CT61405YA**  
**Opening Date: 04/24/2008 @ 2:00p.m. EST.**

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**REQUEST FOR QUOTE**  
**GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote. Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By signature in the space provided for vendor in these documents, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions. The signed form must be submitted with your bid. Failure to do so may result in your bid being found non-responsive.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Fax quotes are acceptable. Responses must be delivered to the Purchasing Office by the date indicated on the Request for Quote cover sheet. Quotes will be received until 5:00 p.m. on the date indicated. Quotes should be submitted on the forms provided by the County. Quotes must be signed by an authorized employee.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **NO BID.** Persons desiring not to submit a quote should return the acknowledgement marking it "No-Bid", not later than the stated submittal deadline.
5. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
6. **CONFLICT OF INTEREST.** Vendor stats that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
7. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
8. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.

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9. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
10. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.
11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
13. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
14. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
15. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
16. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
17. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other

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irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.

- 18. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
  
- 19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
  
- 20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

**SIGNATURE BELOW IS THAT OF A PERSON AUTHORIZED TO SIGN CONTRACTS FOR THE QUOTING COMPANY WHO HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH THE ABOVE GENERAL TERMS AND CONDITIONS.**

**COMPANY:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**THIS SIGNED FORM MUST BE SUBMITTED WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.**

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**Trash Collection- Wet Garbage**  
**General Services Department**

**1. DESCRIPTION**

The Fulton County Purchasing & Contract Compliance Department is soliciting quotes from qualified vendors to provide all parts, labor, equipment, transportation and material necessary to perform **Wet Trash Collection Services** located at the Government Center Cafeteria at 141 Pryor Street, Atlanta, Georgia 30303 for the General Services Department.

**2. CONTACT PERSON**

Please contact [Carolyn Towns] at (404) 730-4208 or by e-mail [Carolyn.Towns@fultoncountyga.gov](mailto:Carolyn.Towns@fultoncountyga.gov), with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

You must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor you may access and complete the vendor application via the County's Vendor Registration website ([www.fultonvendorselfservice.co.fulton.ga.us](http://www.fultonvendorselfservice.co.fulton.ga.us)). You must provide a copy of your current Business License in order to complete the vendor registration process.

If your company is a registered vendor, you can respond to all quotes online and in real time on this website.

**3. PRODUCT/SERVICE SPECIFICATIONS**

**Scope of Work**

The vendor is to furnish all labor, equipment, transportation and material necessary to provide wet trash collection services. Pick-ups are to be bags only. Bags will be furnished by Fulton County through a different contract. Bags will have a capacity of approximately 55-60 gallons each.

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The vendor shall clean up any spills in the wet garbage cooler and on the Government Center Loading Dock that result during the vendor's pick up and moving the bags to the vendor's transport vehicle.

All services provided to Fulton County must be of the highest quality and must conform to any related state, municipal or federal standards and be consistent with standard commercial practices.

The special nature of the services to be performed requires a contractor with specific experience in this type of service. The vendor must have a minimum of three (3) years experience doing this type of work. **Vendor is required to submit three (3) references with quote for which the vendor has provided similar service within the last three (3) years, who can verify the vendor's capability to perform this service.**

The references must contain the following information:

- a. Company name
- b. Contact person
- c. Address
- d. Telephone & Fax number

This contract is to provide services at the times and days to be arranged between the successful vendor and the General Services Department. Service will not be required on holidays recognized by Fulton County, which are New Year's Day, Martin Luther King, Jr. Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day.

**4. PRICING SHEETS**

Location:  
Government Center Cafeteria  
141 Pryor Street  
Atlanta, Georgia 30303  
(Loading dock area)

Pick-ups:  
Five (5) Pick-ups per week  
(after 5:30 p.m., approximately  
fifteen (15) bags per pick-up)

1. Flat Rate Per Month:  
\$ \_\_\_\_\_ / \_\_\_\_\_  
(in dollars) (in words)
  
2. Total Price (one year)  
\$ \_\_\_\_\_ / \_\_\_\_\_  
(in dollars) (in words)

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**5. SPECIAL CONDITIONS/INSTRUCTIONS**

**Award**

Fulton County may award this quote to the vendor who submits the overall lowest most responsive and responsible quote. Any award made as a result of this quote will be for twelve (12) consecutive months from date of award. Fulton County reserves the right to add or delete any item(s) from the award. The award evaluation of contract will be based on the following criteria:

- Item pricing
- Ability of the vendor to meet schedules in the time specified.
- Any other criteria which will materially affect the critical need of receiving services as when needed.
- Compliance with all other terms and conditions required in this specification.

**Invoicing**

Invoice should be sent to the address below to expedite payment of invoices.

General Services Department  
Operation Support  
125 Willis Mill Road, SW  
Atlanta, GA 30311  
Ph# (404) 505-5740

Invoice submitted must include the purchase order number, item number(s), item description(s) and net prices.

The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less any retainage by the prime contractor prior to receipt of any further progress payments. In the event the prime contractor is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress

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payments within forty-eight (48) hours of receipt of payment from Fulton County.

**Authorization to Place Calls**

The following is a list of personnel authorized to place calls against this contract and approve overtime. **Failure to receive proper authorization prior to providing the services can be grounds for nonpayment of the invoice.**

<b>Title</b>	<b>Phone</b>
Mark Wade, Waste Manger	(404) 613-0836
Larry White, Supervisor	(404) 613-0837
Robert H. Jessup, Manager	(404) 613-0851

Location of Vendor's Facility:

<b>Parts / Supplies</b>	<b>Service</b>
_____	_____
_____	_____
_____	_____

**Background Checks**

Background checks will be conducted, at vendor's expense on all employees assigned to this contract. Persons with convictions or charges related to violent offenses, drug use, or larceny-related offenses shall not be employed on this contract. Successful bidder will be required, at all times, to have a sufficient number of certified employees cleared for access to the facilities so as to ensure uninterrupted service. The contractor will maintain a list of cleared employees assigned to treat the facilities and will provide a copy of that list to the Fulton County Waste Manager.

**Submittal Requirements**

The following information shall be submitted along with quote. Insufficient information on any of these items may lead to disqualification of the vendor

- Provide three (3) references, including service previously provided to Fulton County. Provide company name, address, POC, telephone, fax, and E-Mail address in support of the qualification and experience.

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**6. INSURANCE & RISK MANAGEMENT PROVISIONS**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	-	\$1,000,000
	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**  
**Combined Single Limits** Each Occurrence - \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---|-------------|
| 4. <b>ELECTRONIC DATA PROCESSING LIABILITY</b><br>(Required if computer contractor)                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Limits          | - | \$1,000,000 |
| 5. <b>UMBRELLA LIABILITY</b><br>(In excess of above noted coverage's)                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Each Occurrence | - | \$2,000,000 |
| 6. <b>PROFESSIONAL LIABILITY</b><br>(Required if respondent providing quotation for professional services).                                                                                                                                                                                                                                                                                                                                                                                                                          | Each Occurrence | - | \$1,000,000 |
| 7. <b>FIDELITY BOND</b><br>(Employee Dishonesty)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Each Occurrence | - | \$ 100,000  |
| 8. <b>BUILDERS RISK</b> Contractor will provide 'All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on all "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles: |                 |   |             |

**Sublimits:**

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	<b>TBD</b>

**Deductibles:**

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 4.2.5 or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

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Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

**Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.**

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_