



BID, PROJECT REQUIREMENTS & CONTRACT

for
ROLL OFF CONTAINERS
for
Iredell County Solid Waste Facility
158 Macleod Dr., Mooresville, NC 28117

INFORMAL BID INVITATION

BID #21-750-IP-01

DEADLINE FOR SUBMITTING BIDS
4:00PM Monday, July 27, 2020

BIDDING, CONTRACT, QUESTIONS & PROPOSAL SUBMISSION

~Contact~

Mrs. Antonia Stines, CLGPO
Purchase Specialist
200 S. Center St. Box 788
Statesville, NC 28677
704-878-3045

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A. INTRODUCTION

Iredell County intends to award a purchase contract to a single vendor for the purchase of (10) ten roll off containers to be delivered to Iredell County Solid Waste located at 158 Macleod Dr., Mooresville, NC 28117. All submitted bids must follow the specifications and requirements set forth in this document. Bids shall include delivery FOB destination off loaded.

Iredell County intends to award to the lowest responsive, responsible bidder that provides the bid most advantageous to the County, taking into consideration quality, performance and timing for delivery. Iredell County reserves the right to accept or reject any or all bids and to award in the best interest of the County.

Informal written bids, subject to the conditions made a part hereof, will be received at this office through and until 4:00PM, Monday, July 27, 2020 for furnishing and delivering the commodity as described herein. Bids may be submitted by mail or other delivery method including electronic submissions.

By NC General Statute, Informal Bids are not made public knowledge until after award.

All questions regarding this RFB must be submitted in writing no later than, 4:00 PM, Wednesday, July 22, 2020 by email to:

Mrs. Antonia Stines, CLGPO
Purchasing Specialist
antonia.stines@co.iredell.nc.us
Phone 704-878-3045

Responses to all questions received will be made in writing and sent to all known bid holders by addendum and posted at Iredell County's bid site at : <https://www.co.iredell.nc.us/481/Current-Bids-RFPs>.

After project award, the lead agency for project management and oversight will be the Solid Waste Facility.

David Lambert
Solid Waste Director
dlambert@co.iredell.nc.us
Phone 704-878-5430

SCHEDULE OF EVENTS:

07/16/2020	Bid Release
07/22/2020	4:00 PM, Last day to submit questions
07/27/2020	4:00 PM, Deadline for submitting Bids

B. GENERAL BID & DOCUMENT REQUIREMENTS

All bidders submitting bids in relation to this request should familiarize themselves with the following general bid terms and conditions. Bidders not in compliance with these documents subject their bid proposals to rejection. Bid proposals must be submitted complete with all required signed documents, final pricing, signature pages, etc., at the time of submission. Iredell County reserves the right to request required information or clarification after bid opening, however the lack thereof may subject a bid to rejection.

It is the responsibility of all respondents to contact Iredell County prior to submitting a response to the RFB to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with their response to the RFB.

1. The bidder and/or bidders to whom the contract is awarded must comply with all aspects of this bidding process, which are designed to meet the requirements of North Carolina G.S. 143-128, 129 & 131, as amended and as appropriate, which govern bidding procedures for government construction projects in North Carolina.
2. Bids submitted in response to this request will be governed by N.C. General Statute, Iredell County Purchasing Ordinance and the general provisions outlined in this request.
3. Iredell County Government does not discriminate on the basis of race, color, sex, national origin, religion, age, or disability. Any contractors or vendors who provide services, programs or goods for Iredell County are expected to fully comply with the County's non-discrimination policy.
4. Iredell County reserves the right to accept or reject any or all bids, evaluate all bids, especially where there is a wide range in specifications, and make an award in the best interest of the County. Iredell County reserves the right to take exception to or waive any item in the bid.
5. **BID AND CONTRACT: Please Read Carefully:** Signed Proposals submitted in response to this Request for Bids will be evidence of acceptance of Iredell County's terms and conditions, including here by reference Iredell County's Purchase Order Terms and Conditions, and, combined with the terms and conditions set forth in this request for bid, make up the entirety of the contract to which Iredell County will be bound and will supersede, override and take precedence over any and all counter proposed terms and conditions presented in proposals and subsequent contracts. Bid proposals offered to the County contingent upon the County's acceptance of any counter-terms and conditions must clearly and obviously state that an exception is being taken and what that exception is. Such proposals *may* be considered during the bid review process but will remain subject to rejection at the sole discretion of Iredell County in favor of any bid containing conditions more favorable to the County. Iredell County accepts no counter terms/conditions unless specifically agreed upon in writing by both parties prior to contract award. **Regardless**, proposals taking total exception to Iredell County's terms and conditions and this bid document will be considered nonresponsive to this bid request and rejected as such. Iredell County reserves the right to accept or reject any or all bid proposals and will exercise that right when reviewing proposals containing any counter-proposed terms and conditions not favorable to the County.
6. **Bid Submissions, Bid Evaluation and Contract Award:** Bidders should be careful to submit a complete bid proposal. Bids will be evaluated based on a combination of criteria, with price being only one. When appropriate, product specifications will be used to evaluate product offered, installation, services, etc. All informal contracts for repair work shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract. In making a determination of responsibility, Iredell County may use criteria such as:
 - Compliance with bid package requirement
 - References
 - Insurance coverage
 - Etc.

7. All bids must be accompanied by the vendor’s proposed start and completions schedule or timeline and other pertinent project data.
8. **OMISSIONS:** Omission in this bid solicitation or technical specification of any provision herein described shall not be construed as to relieve the Contractor of any responsibility or obligation normally requisite to the complete and satisfactory delivery, installation, construction or satisfactory completion of this project.
9. All bid proposals must be written and submitted in the format prescribed by these documents, using the forms included. All bid proposals must be signed by an individual authorized to bind the contractor to a contract prior to submission. Proposals Packages should include or cover the following elements:
 1. Cover Letter or Cover Sheet identifying Contractor
 2. Signed Bid Proposal and Terms Acceptance Sheet
 3. General Product Specifications Sheets (when appropriate)
 4. List of references for orders of similar size, scope and specification.
10. **Bid Proposal Sheets** should clearly present the following information:
 - a. Project Name: **Iredell County – Roll Off Containers: Bid #21-750-IP-01**
 - b. Delivery Schedule: Show Number of weeks following receipt of approved purchase order and approved submittals. *Delivery and installation period will be a consideration for award.
 - c. **Proposal Page must be signed by an individual authorized by the contractor to bind the company to a contract and must clearly show the individual’s title, company name and date.**
11. **DELIVERY OF BIDS:** Electronically transmitted bids will be accepted.

To be considered, bid submitted by mail, proposals should include One (1) originally signed and complete bid proposal in 8-1/2 x 11 inch format, stapled once, **and** One (1) copy of the originally signed and complete bid proposal in the same format

MAILING INSTRUCTIONS:

US POSTAL SERVICE: Address bid envelope as shown below and mail in time to reach Purchasing Specialist by deadline. Enclose the fully executed original bid document in the mailing envelope. Address envelope as shown below.

UPS, FEDEX, DHL or other carrier: Place the bid inside the carrier’s envelope and address as below.

HAND DELIVERY OR COURIER: Bids, addressed with either of the provided addresses, may be hand-delivered directly to the Purchasing Division no later than 4:00 PM on the due date for bids. Arrive with plenty of time to have your bid stamped in before deadline.

In all cases and regardless of delivery method, delivery of bids to the Purchasing Specialist by the specified due date and time are the sole responsibility of the bidder. Bids not in the hands of the Purchasing Specialist prior to the expiration date and time, regardless of reason, **will be rejected.**

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
<u>BID# 21-750-IP-01 – Roll Off Containers</u> <u>Iredell County</u> <u>Attn: Antonia Stines, Purchasing Specialist</u> <u>P. O. Box 788</u> <u>Statesville, NC 28687</u>	<u>BID# 21-750-IP-01 – Roll Off Containers</u> <u>Iredell County</u> <u>Attn: Antonia Stines, Purchasing Specialist</u> <u>200 South Center Street</u> <u>Statesville, NC 28677</u>

Bid Packages will be accepted up to the day and time of bid deadline, which is scheduled for **4:00 PM Monday, July 27, 2020**. By NC General Statute, Informal bids are not public knowledge until after award.

PROMPT DELIVERY OF BIDS TO PURCHASING SPECIALIST IS THE SOLE RESPONSIBILITY OF THE BIDDER. BIDS RECEIVED AFTER THE BID DEADLINE, REGARDLESS OF REASON, WILL NOT BE CONSIDERED.

12. Iredell County shall not be held responsible for nor will it pay any costs or expense associated with the preparation or submission of a bid proposal submitted in response to this solicitation, such expenses and costs being the sole responsibility of the bidder. Nothing in this solicitation or any response submitted pursuant to shall obligate Iredell County to award a contract to a bidder.
13. Upon award, this document becomes the contract document for the noted project. In case of default of an awarded contractor, Iredell County may procure the articles and/or services from other sources and may hold the defaulting contractor responsible for any excess cost occasioned thereby.
14. **PAYMENT:** In lieu of bid and performance bonds, **full payment will be made by check within thirty-days after project completion and final inspection and notification of acceptance is given to the Purchasing & Contracts Manager by the County's Project Manager.** Once proof of acceptance is received, the Iredell County Purchasing & Contracts Manager or other authorized County staff will code, sign and process an original invoice for payment. No payment will be made until contractor completes all delivery, construction, installation or other provisions or responsibilities as agreed upon prior to project start and corrected any deficiencies found.
15. It is Iredell County policy to offer open and fair bid opportunities to all qualified contractors who are interested in participating in bids for Iredell County projects and to encourage and assist small or minority-owned businesses who might not otherwise be able to participate in our projects. Therefore, Iredell County may approve a prepayment of a percentage of project cost, never to exceed 30%, to facilitate the purchase and placement of project materials and to stage equipment and personnel at the site. To qualify, a contractor must include a request for prepayment with their bid providing adequate basis and justification for pre-payment. Iredell County will review the request and make a determination as to approval and amount. Prepayments are made at the sole discretion of the County and no bid should be submitted contingent on prepayment. If pre-approved, payment will be made after an invoice has been submitted to the OPERATIONS SUPERVISOR.
16. **TAXES:** It is Iredell County policy that no contract will be awarded to a contractor or vendor that is delinquent in paying Iredell County property taxes. In the event the lowest, responsive bidder is found delinquent, Iredell County reserves the right to a) reject said Contractor's bid as not responsible, (b) withhold award until taxes are paid in full, (c) withhold unpaid property taxes from all amounts payable from the resulting contract or (d) take any other actions deemed necessary by the County. Regardless, project award and start will not be postponed to accommodate delinquent contractor.
17. Iredell County requires that all contractors performing work on County property maintain minimum insurance coverage as outlined in **Minimum Insurance Requirements & Risk Control** below. Acceptance of Iredell County's insurance and risk requirements *is a requisite* for award. Do not make changes to or take exception to these insurance and risk requirements. Bids offered contingent on any change or exception taken to this requirement will be deemed both non-responsive to this bid solicitation's requirements and specifications and not responsible. Such offers will be rejected.
18. **Terms & Conditions Acceptance:** By submitting a signed proposal in response to this solicitation, the individual is verifying that he/she is a duly authorized representative of the company and is able to legally bind the company to this agreement. Signature also denotes agreement that the terms and conditions of this bid shall override all other terms and conditions, regardless of form or delivery.

C. GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT:** In case of default by the awarded contractor, Iredell County may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In addition, in the event of default by the contractor under this contract, Iredell County may immediately terminate for cause all existing contracts between Iredell County and the vendor and de-bar the vendor from doing future business with the County. These in addition to any and all remedies provided by law.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
4. **PERMITS & INSPECTIONS:** All Permits required by governing authorities shall be secured by contractor or contractor's agent. Proof of approved inspections for all required Permits relative to the Work shall be included with application for Final Payment.
5. **PAYMENT TERMS:** Payment terms are Net, not earlier nor later than, 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Iredell County is responsible for all payments to the contractor under the contract.
6. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
7. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in new condition. All containers and packaging shall be suitable for handling, storage or shipment.
8. **PATENT:** The contractor shall hold and save Iredell County, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
9. **ADVERTISING:** Contractor agrees not to use the results of this RFB or any resulting contract or the name of Iredell County as part of any commercial advertising.
10. **ASSIGNMENT:** No assignment of the contractor's obligations or the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, Iredell County may:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check. In no event shall such approval and action obligate Iredell County to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
11. **GENERAL INDEMNITY:** The contractor shall hold and save Iredell County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the a firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that

the contractor is notified in writing within 30 days that Iredell County has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against Iredell County's agents who are involved in the delivery or processing of contractor goods to Iredell County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

12. **E-VERIFY:** E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security used to verify the work authorization of newly hired employees pursuant to federal law. Article 2, Chapter 64 of the North Carolina General Statutes requires that all employers doing business in the state of North Carolina, who employ 25 or more employees in this State, use E-verify to verify the work status of newly hired employees. Additionally, North Carolina General Statute 153A-449 states that "Contractors Must Use E-Verify. - No county may enter into a contract unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Therefore, as a condition of payment under this contract, the seller or vendor agrees to and must comply with Article 2 of chapter 64, as well as take measures to ensure that any subcontractor performing work for the Vendor under this contract complies with the provisions of this statute. By submitting a signed offer in response to this solicitation, seller or Vendor verifies compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Upon request of the Iredell County, Vendor shall verify, by affidavit, compliance of the terms of this section.

The seller and/or vendor acknowledges that payment by the County is conditioned upon the vendor's, or its subcontractor's, compliance with Article 2 of Chapter 64. Failure to comply may render any contract with the County void and unenforceable.

13. **IRAN Divestment Act (N.C.G.S. 147 Article 6E):** During the 2015 legislative session, the North Carolina General Assembly enacted the Iran Divestment Act ([S.L. 2015-118; SB455](#)) ("the Act") which prohibits state agencies and local governments from entering into contracts with entities that the North Carolina State Treasurer has determined are engaged in certain investment activities in the Iranian energy sector.

The Act requires the State Treasurer's Office to publish a list of entities it has identified as investing in the Iranian energy sector and update the list every 180 days. This list can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with state agencies and local governments. Local governments and state agencies must require entities with which they contract to certify that the entity not included on the Final Divestment List. In addition, all entities contracting with the State and local governments are prohibited from subcontracting with any entity included on the Final Divestment List. Contracts entered into with an entity included on the Final Divestment List are rendered void by operation of the statute.

Submission of a signed Bid in response to this solicitation indicates contractor's understanding of the requirements of this act and will serve as preliminary certification by the individual signing that the entity is not included on the Final Divestment List and they are prohibited from subcontracting with any entity included on the Final Divestment List. Any contract entered into with an entity included on the Final Divestment List is void and government entities in North Carolina are not authorized to issue payment for such a contract.

The contractor under consideration for award of this contract will be required to submit a separate certification prior to such award.

14. **Divestment From Companies Boycotting Israel Act** (NC G.S. 147, Article 6G) prohibits state agencies and local governments from entering into contracts costing over \$1,000.00 with any entity that the North Carolina State Treasurer has determined boycotts or is involved in a boycott of Israel.

The Article requires the State Treasurer's Office to publish a list of entities it has determined boycotts or is involved in a boycott of Israel and update the list at least annually. An entity identified on the Treasurer's list

(called the “Final Divestment List”) is prohibited from contracting with state agencies and local governments. Contracts entered into with an entity included on the Final Divestment List are rendered void by operation of the statute.

15. **TERMINATION:** Iredell County may terminate this contract for cause if the contractor fails to perform according to the contract provisions or original offer or for convenience when there has been a change in program requirements or inadequate funding.

D. MINIMUM INSURANCE REQUIREMENTS

Iredell County requires that all contractors performing site preparation, paving, installation, construction, repairs or renovations on County property shall provide insurance certificates to the County naming Iredell County as secondary insured. The contractor shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the county by the contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted **prior to the commencement of work** and the contractor shall maintain such coverage for the duration of the contract period.

Minimum Insurance Coverage Limits:

- General Liability: \$2,000,000 combined single limits, \$1,000,000 annual aggregate (\$1,000,000 products and completed operations aggregate)
- Automobile Liability: \$1,000,000 combined single limits, \$1,000,000 annual aggregate. Workers Compensation: **Workers Compensation is required by all contractors or subcontractors regardless of the number of employees.**
- Builders Risk: Contractor to decide amount of coverage needed for the project materials.

The contractor’s insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The contractor shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein.

Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf.

All insurance shall be placed with insurers licensed for business in North Carolina and maintaining an A.M. Best rating of no less than A-.

All insurance policies shall be in effect for the duration of the project and shall be written on an occurrence Basis. No claims-made policies will be accepted.

The Contractor shall indemnify and hold harmless the County of Iredell, its officers/officials, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the

Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

RISK CONTROL

The Contractor shall be required to comply with all federal, state, and local laws, regulations, and industry standard, or practices regarding safety of employees, the general public, and protection of physical property.

All subcontractors shall be subject to the same requirements.

The Contractor shall be responsible for self-inspection, as well as the inspection of all subcontractors to ensure compliance.

Any inspection of the operations of the Contractor or any subcontractor by the County or by any agent, employee or official of the County shall be done so to ensure compliance to the contract only. No inspection should be construed as a warranty of the operations of contractors and subcontractors.

The Contractor shall be solely responsible for the inspection and compliance of all operations.

The County maintains the right to require the Contractor to take corrective action regarding any hazard or potential hazard identified either by the Contractor or the County.

Failure to comply with these requirements or take any necessary corrective action may constitute reason for cancellation of the contract.

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E. TECHNICAL SPECIFICATIONS ETC.

The following specification has been developed and determined to fulfill the minimum requirements for this purchase. In adopting this configuration, Iredell County hopes to include a wide range of manufacturers and no specification is intended to specifically disqualify any particular manufacturer's equipment. However, it is this standard by which all proposed equipment will be evaluated. Therefore, it is the vendor's sole responsibility to ensure the bid proposal includes data to clearly support that their offering meets or exceeds this standard in all aspects and, while the County reserves the right to request any additional information, it will not be the County's responsibility to request any supporting data and the apparent lack thereof could be a disqualifying factor.

For each requirement that follows, please mark either "Yes" or "No" under Complies as it relates to your equipment meeting that specification. All "No" answers require qualification either beside or below the specification or on a separate page titled "Exceptions Taken". While any exception may be cause for rejection of a proposal, qualification of an exception allows review and consideration of the excepted specification. An unqualified exception may result in a proposal being disqualified from further review.

THESE SPECIFICATIONS ARE FOR NEW MODEL PRODUCTION: 40 YARD BATHTUB DESIGN

	<u>COMPLIES</u>
SIZE SPECIFICATIONS	
LENGTH: 22FT	YES___ NO___
WIDTH: 93"	YES___ NO___
HEIGHT: 95"	YES___ NO___
SIDE HEIGHT: 84"	YES___ NO___
SIDES	
7 GUAGE STEEL	YES___ NO___
FLOORS	
1/4" STEEL	YES___ NO___
CROSS MEMEBERS	
3" CHANNEL AT ON 12" CENTERS	YES___ NO___
TOP RAILS	
4X3X7 GUAGE TUBING	YES___ NO___
MAIN LONGSILL RAILS	
2 X 6 X 1/4" TUBING	YES___ NO___
GATE	
7 GUAGE STEEL, LEFT HINGED	YES___ NO___
GATE CLOSURE	
LEVER LATCHES	YES___ NO___
HINGES	
8 X 8 X 1.5" PIN W/GREASE ZERK	YES___ NO___
GROUND WHEELS	
(2) 8 X 6 REAR WHEELS STANDARD	YES___ NO___
(4) WHEELS OPTIONAL	

BULL NOSE

1.5" THICK STEEL

YES___ NO___

NOSE ROLLERS

4 X 6 ROLLERS WITH GREASE ZERK

YES___ NO___

CABLE HOOK

1.5" THICK STEEL INTEGRATED AND WHELDED INTO
THE SUBSTRUCTURE

YES___ NO___

FINISHES

2 MIL PRIMER INTERIOR X 2 MIL PRIMER + 2 MIL
INDUSTRIAL ENAMEL PAINT EXTERIOR + PROTECTIVE COATING
ON EXTERIOR UNDERSTRUCTURE

YES___ NO___

COLOR

MEDIUM GREEN

YES___ NO___

LADDER

RIGHT-SIDE, FRONT SECTION

YES___ NO___

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