REQUEST FOR PROPOSAL

For

AAESA Signage Replacement

(May 9 – May 31, 2022)

RETURN TO:

Mark Jackson
Maintenance Supervisor
Allegan Area Educational Service Agency
Administration office
310 Thomas Street
Allegan, MI. 49010

Tele: (269) 512-7767
Cell: (616) 366-5312
Mark.jackson@allegnaesa.org
Proposals are due by **11:00 AM on May 31, 2022.** Sealed proposals must be submitted in two (2) legible copies. Any proposals arriving after 11:00 AM or in less than two complete copies will be rejected without consideration. Electronic or faxed bids will not be accepted.

**Allegan Area Educational Service Agency**

**REQUEST FOR PROPOSALS FOR**

**Allegan Area Educational Service Agency Signage Replacement**

This Request for Proposals (RFP) provides potential applicants with the information to prepare and submit proposals for consideration by Allegan Area ESA to satisfy the need for the District Signage Replacement and Upgrade.

**Response Date**

In order to be considered, proposals must be received Mark W Jackson, Allegan Area Educational Service Agency. 310 Thomas Street, Allegan, MI. 49010 on or before 11:00 AM on May 31, 2022. Any proposals arriving later than 11:00 AM on the above date will be rejected. No responsibility will be taken by Allegan Area ESA for failure of a delivery service to deliver proposals on time, regardless of the reason.

**Proposals**

Two complete copies of the proposal, including the following forms, must be submitted:

1. Cover Sheet/Applicant Profile
2. Assurances
3. References
4. Insurance Checklist
5. Iran Affidavit
6. Familial Disclosure

Print and return all necessary documents to ALLEGAN AREA ESA. Responses with missing pages will be rejected as incomplete. Applicants should not vellum or spiral bind proposals. The proposals submitted become the property of ALLEGAN AREA ESA. ALLEGAN AREA ESA reserves the right to verify any item that appears inconsistent, unclear or erroneous. Any applicant willingly providing false information, as verified by ALLEGAN AREA ESA, will be immediately disqualified from consideration. Applicants must enter a unit price for every specification in the price list.
An official authorized to bind the applicant to its provisions must sign the proposal. ALLEGAN AREA ESA does not accept any responsibility for accuracy in pricing. Since subcontractor selection is on the Score (price), no changes in pricing can be accepted after the proposal is submitted to ALLEGAN AREA ESA.

Rejection of Proposals

ALLEGAN AREA ESA reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with some or all competing applicants for all or any part of the services described herein. Conditional proposals will not be accepted. However, ALLEGAN AREA ESA reserves the right to waive minor errors or irregularities in the proposals that are submitted.

Site Meeting/Walkthrough Encouraged

A mandatory site meeting is encouraged and to be set up with Mark W Jackson, Director of Operations, at ALLEGAN AREA ESA. He is to be contacted directly by phone at (616)366-5312 for the meeting to occur.

Contract Due Date

Successful applicants must have signed contracts and proof of insurance meeting ALLEGAN AREA ESA requirements delivered to ALLEGAN AREA ESA before any work can be awarded.

Inspection and Payment

ALLEGAN AREA ESA reserves the right to withhold payment for individual consumers until a post inspection by ALLEGAN AREA ESA staff is completed. No payment will be made for work until any required inspection and resulting punch list is completed.

Warranty

Contractors will warrant that all materials, work, services and modifications, including, but not limited to, labor and installation, shall be free from defects in material and workmanship for a period of at least one year from the date of completion. All products installed by contractors shall be warranted by contractor to be free from defects in material and workmanship for a period of one year. For all mechanical equipment and products that are major appliances, the contractor will obtain a copy of the manufacturer’s and/or seller’s warranty that the mechanical equipment and/or product(s) will be free from defects in material and workmanship for a period of at least one year. The written warranty from the manufacturer and/or seller shall be provided to the end user/consumer by the contractor.

Insurance

1. Allegan Area ESA insurance requirements for fiscal year 2022-2023 will be substantially as stated below.

2. Before submitting a response to this RFP, an applicant should verify through its insurance carriers that it would be able to obtain the necessary insurance coverage.
3. A successful applicant must provide ALLEGAN AREA ESA with a current COI evidencing compliance with ALLEGAN AREA ESA’s insurance requirements within fourteen (14) days of receipt of the award letter from ALLEGAN AREA ESA or its award status will be in jeopardy.

4. An applicant selected to be a provider will be required to provide a current COI evidencing compliance with ALLEGAN AREA ESA’s insurance requirements at the time the contract is signed.

5. Insurance Requirements:

Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, throughout the term of the Agreement, the following insurance from companies licensed or approved to do business in the Commonwealth of Michigan, or through a qualified self-insurance program approved or registered by or with the Commonwealth and acceptable to ALLEGAN AREA ESA, in the forms and on the terms and conditions specified herein. All insurance companies must maintain a Best’s Insurance Guide rating of at least “A-” and a financial size of at least Class VII for companies licensed in the Commonwealth or Class X for companies approved but unlicensed in the Commonwealth. Except as specifically provided herein, all such insurance shall be written on an occurrence basis.

A. General liability insurance with no self-insured retention, and with no endorsements excluding or limiting coverage, including, but not limited to, contractual liability coverage, naming ALLEGAN AREA ESA and the Commonwealth of Michigan and their directors, officers, employees and agents as additional insureds, with an endorsement stating that the coverage afforded the additional insureds shall be primary and noncontributory to any other coverage available. Such coverage shall have limits of coverage, on a stand-alone basis or in combination with excess or umbrella coverage, of not less than $1,000,000 combined bodily injury and property damage per occurrence and $2,000,000 per annual aggregate. All such policies shall expressly include coverage for products-completed operations hazard with limits of at least $1,000,000 per occurrence and $2,000,000 in the aggregate. The coverage for products-completed operations hazard shall remain in effect for four (4) years following completion of all work contemplated in the Agreement or the period of the warranty for the work, whichever is longer. Applicants shall provide evidence coverage for contractor’s pollution and/or lead paint based risk consistent with the scope of work contemplated, in such amounts as ALLEGAN AREA ESA may reasonably require, whether by endorsement to the required general liability policy or other means acceptable to ALLEGAN AREA ESA.

B. Automobile liability insurance written on the current Insurance Services Office’s commercial auto form or its equivalent, with no self-insured retention, naming ALLEGAN AREA ESA and the Commonwealth of Michigan and their directors, officers, employees and agents as additional insureds, with an endorsement stating that the coverage afforded the additional insureds shall be primary and noncontributory to any other coverage available, and with limits of coverage, on a stand-alone basis or in combination with excess or umbrella coverage, of not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage, covering owned, non-owned and hired vehicles;

C. Workers compensation insurance (with statutory limits of coverage and no deductible) and employers liability insurance (with limits of coverage of not less than $100,000 per accident, $100,000 per employee by disease and $500,000 policy limit by disease and no deductible) endorsed for all states in which work is to be performed under the Agreement (including, without limitation, Michigan);
D. Professional liability insurance naming ALLEGAN AREA ESA and the Commonwealth of Michigan and their directors, officers, employees and agents as additional insureds (except with respect to Health Care Providers under the Medical Care Availability and Reduction of Error (MCARE) Act), with an endorsement stating that the coverage afforded the additional insureds shall be primary and noncontributory to any other coverage available, and with no endorsements excluding or limiting coverage, as follows:

(1) “Participating Health Care Providers” under the MCARE Act must have statutory limits and must participate in the MCARE Fund;

(2) “Non-participating Health Care Providers” under the MCARE Act and other providers of professional services (including, but not limited to, social and legal services providers and those health care providers who are not “Health Care Providers” under the MCARE Act) must have limits of coverage of not less than $1,000,000 per occurrence and $2,000,000 per annual aggregate and no-self-insured retention.

(3) Professional liability insurance may be written on a claims-made basis, provided, however, that the policy permits Contractor to purchase extended reporting period coverage (“Tail Coverage”) upon termination of the policy.

(a) In the event that insurance is written on a claims-made basis, Contractor hereby agrees to maintain, following termination of such coverage or of the Agreement (whichever is earlier), professional liability insurance, covering claims arising out of occurrences during the term of the Agreement, whether by (i) purchasing additional policies of insurance with no exclusion for prior occurrences and the option of purchasing appropriate Tail Coverage, or (ii) purchasing the appropriate Tail Coverage. Tail Coverage for medical professional liability coverage shall be of unlimited duration. All other Tail Coverage shall be maintained for a period of not less than the greater of six (6) years or as required by law, following termination of the Agreement or of such claims-made coverage (whichever is earlier). In no event shall any such Tail Coverage provide limits of coverage lower than the limits of coverage required herein for professional liability.

(b) In the event that Contractor elects to maintain insurance written on a claims-made basis, these undertakings (and the provision of certificates or policies of insurance evidencing compliance with the same, as further specified below) shall survive termination of the Agreement.

E. All-risk or special form property damage insurance, naming ALLEGAN AREA ESA and the Commonwealth of Michigan as additional insureds and loss payees, insuring as they may appear the interests of Contractor, ALLEGAN AREA ESA and the Commonwealth of Michigan in all personal property, fixtures and improvements to real estate funded or supplied by ALLEGAN AREA ESA, whether titled to Contractor or to ALLEGAN AREA ESA. Such coverage shall be written for the full replacement value of the property in question without penalty or deduction for coinsurance or deductible greater than $500.00 and shall be amended as necessary to reflect changes in inventory.
If Contractor has contracted with ALLEGAN AREA ESA for any prior period(s) and has in force general liability or, if applicable, excess insurance, written on a claims-made basis, covering claims arising in connection with its performance under contract with ALLEGAN AREA ESA during such period(s), Contractor shall maintain said insurance during and for a period of not less than the greater of six (6) years or as required by law, following the term of the Agreement (whether by (i) purchasing additional policies of insurance with no exclusion for prior occurrences and the option of purchasing Tail Coverage, or (ii) purchasing the appropriate Tail Coverage); provided, however, that all other terms and conditions are otherwise met. In the event that Contractor elects to maintain insurance written on a claims-made basis, as provided in this paragraph, this undertaking (and the provision of certificates or policies of insurance evidencing compliance with the same, as further specified below) shall survive termination of the Agreement. Whenever Contractor has insurance written on a claims-made basis, Contractor shall provide ALLEGAN AREA ESA with a copy of the policy’s declaration page indicating the retroactive date of the coverage.

Contractor shall provide ALLEGAN AREA ESA with certificates of insurance evidencing compliance with ALLEGAN AREA ESA’s insurance requirements prior to performance under the Agreement. All certificates shall evidence the agreement on the part of the insurer to provide ALLEGAN AREA ESA with prior written notice of any non-renewal, cancellation, or modification of coverage, or of any impairment greater than $100,000 of the aggregate insurance available as a result of loss no later than the time period for a notice of cancellation as set forth in the policy. Any language on the certificate which states that the insurer will “endeavor to” mail such notice and any language stating “but failure to do so shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate” shall be deleted.
FIRM NAME: _____________________________________________________
ADDRESS: _______________________________________________________
________________________________________________________________
TELEPHONE: ___________________________  FAX: ____________________
EMAIL: __________________________________________________________
FEDERAL EIN / TAX IDENTIFICATION NUMBER: ___________________________
DATE OF INCORPORATION / INITIATION: ________________________________
TOTAL STAFF (this business only)
   Administrative/Supervisory: _____ Construction: _______ Clerical: _______
TOTAL GROSS SALES: $______________________    Year: ____________
Documents: Provide the items listed below with the proposal, if applicable.
   _____ Trade license(s) (plumbing, electric, heating)
   _____ Contractor license (general or roofing contractor)
   _____ Business privilege license (required for all applicants)
   _____ MBEC certification (minority, women and disabled businesses)
   _____ Michigan Home Improvement Contractor Registration
   _____ EPA Lead Repair, Renovation and Painting (RRP) Certification
Has your firm ever contracted with St. Johns Public Schools? If yes, provide projects and dates.

SIGNED: ___________________________ DATE: _________________________

PRINTED NAME & TITLE:
_____________________________________________________________________

PROPOSAL FORM
FOR ALL WORK OF ALL TRADES

BIDDING DOCUMENTS DATED: PROPOSAL DATED: ____________________________
May 24, 2022

BIDDER:
______________________________________________________
______________________________________________________
______________________________________________________
______________________________________________________

OWNER:
Allegan Area Educational Service Agency
310 Thomas Street
Allegan, MI. 49010

__________________________________________________________________________
(Address)
__________________________________________________________________________
(City) (State) (Zip Code)
__________________________________________________________________________
(Area Code) (Telephone Number)

Corporation - State of_______ Sole Proprietor _______ Partnership _______

PROJECT: Signage Replacement

The Bidder, in compliance with the Invitation to Bid for the Construction Work on subject project has received and examined the Contract Documents and all conditions regarding the project, and having visited the site of the proposed project, hereby submits to the Owner this proposal, including the following documents: Attachment A – Iran Affidavit & Attachment B – Familial Disclosure, for all labor and materials of all trades for the Project and proposes for a complete and fully functional facility:

1. To hold my bid open for a maximum period of sixty (60) days.
2. To enter into and execute a contract, if awarded on the basis of this proposal, and to furnish guaranty bonds in accordance with the Supplementary General Conditions.
3. To accomplish the work in accordance with all the Contract Documents.
4. To complete the work by the time stipulated in the Proposal Form and under the conditions as outlined in the General and Supplementary General Conditions.
5. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.

BASE BID:

The Bidder, in compliance with the Bidding Documents of the Project, hereby proposes to furnish all labor, materials, supplies and other expenses necessary to construct the project at Allegan Area Educational Service Agency in accordance with the Bidding Documents, for the Total Base Bid Amount of:

_______________________________________________________________ ($_________________ )
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)
CONTRACT TIME:
The Bidder hereby agrees to schedule and complete all work to allow for 100% Completion of the entire Project no later than November 15 unless otherwise agreed upon by the owner. The Bidder agrees to start work as agreed upon with the owner.

EXPERIENCE MODIFICATION RATING (EMR):
List the EMR for your company as determined by your insurance carrier for the past three (3) years: 2021 _________ 2020 _________ 2019 _________

ALLOWANCES:
1. The amount of $2,500 is ____ is not _____ included in the Base Bid for Owner/Construction Contingency.

ADDITIONAL WORK:
Additional Work will not be paid without written authorization from the Owner prior to the work being executed.

Additional work may be authorized on a lump sum or a cost-plus basis. In computing the charges for the Contractor’s overhead and profit, the following shall be used.

For additional work performed by any subcontractor, the sub contractor’s fee, including overhead and profit shall be not more than 7.5 percent of the subcontractor’s cost of the work.

For additional work performed by subcontractors, the Contractor’s fee, including overhead and profit shall be not more than 7.5 percent of the subcontractor’s cost.

For additional work self-performed by the Contractor, the fee, including overhead and profit shall be not more than 10 percent of the actual cost of labor and materials. All discounts shall accrue to the Owner. To this sum shall be added the actual cost of insurance and taxes.

ADDENDA:
Receipt of the following Addenda is acknowledged:

#____ Dated __________  #____ Dated__________
#____ Dated __________    #____ Dated__________

5% BID SECURITY:
Attached is a certified check, bank draft or bid bond in the amount of:

________________________________________________________________________________________
___________________________________________________________($__________________ )

payable to the Owner. It is agreed that the amount of the certified check, bank draft or bid bond shall become the property of the Owner as liquidated damages if the undersigned fails to enter into the contract within ten days from receipt of the notice of award.
ASSURANCES

By the initials of applicant’s Authorized Representative next to each statement that follows and their signature below, applicant certifies that:

_____ Applicant is familiar with the contents of this request for proposal and will commit to the resources at the applicant’s disposal to assure provision of the services described in the ALLEGAN AREA ESA Request for Proposals for Sign Replacements. Applicant is willing to provide as needed items in addition to those listed in the ALLEGAN AREA ESA Specifications Price List.

_____ Applicant recognizes the need for sensitivity in serving the elderly and people with disabilities and is committed to providing honest, thorough, and responsive staff service in order to minimize consumer disruption and upset.

_____ Applicant understands that contracts will be awarded but that the total amount of actual reimbursement will be based on the jobs awarded by ALLEGAN AREA ESA and completed by the applicant.

_____ Applicant recognizes that invoicing will be done in accordance with the specifications set forth in the RFP and that there are different invoicing and payment schedules used by ALLEGAN AREA ESA.

_____ Applicant will carry insurance of the type and in the amounts required by ALLEGAN AREA ESA (and otherwise comply with PSA’s insurance requirements) and will provide evidence of such insurance. Applicants will carry such insurance throughout the term of the contract.

_____ Applicant agrees to comply with all the requirements of the EPA Lead Repair, Renovation, and Painting Rule [40 CFR 745] and will submit the EPA Lead RRP certification and training certificates at the time of proposal as needed.

_____ Applicant agrees to provide all services under this RFP in a first-class workmanlike manner.

_____ Applicant will guarantee all work to be free from defects in material and workmanship for a period of at least one year from the date of completion.

_____ Applicant agrees to maintain and make available, for purposes of ALLEGAN AREA ESA monitoring and audit, documentation to verify service provision as invoiced and reimbursed.

_____ Applicant agrees to submit an annual affirmative action plan and periodic progress reports to ALLEGAN AREA ESA as requested.

________________________________________  ________________________________
Applicant Company Signature of Authorized Representative
REFERENCES

Please provide a minimum of three references (K-12 institutions preferred) where similar work has been completed within the past five years. Indicate name, property address, description of work, monetary value of work, contact person and telephone number for each job.

1. Name: ______________________________________________________________
   Address: ______________________________________________________________________
   Phone: ____________________________ Type of Work: ____________________________
   Date Completed: _____________________________ Dollar Amount: $____________

2. Name: ______________________________________________________________
   Address: ______________________________________________________________________
   Phone: ____________________________ Type of Work: ____________________________
   Date Completed: _____________________________ Dollar Amount: $____________

3. Name: ______________________________________________________________
   Address: ______________________________________________________________________
   Phone: ____________________________ Type of Work: ____________________________
   Date Completed: _____________________________ Dollar Amount: $____________

4. Name: ______________________________________________________________
   Address: ______________________________________________________________________
   Phone: ____________________________ Type of Work: ____________________________
   Date Completed: _____________________________ Dollar Amount: $____________

5. Name: ______________________________________________________________
   Address: ______________________________________________________________________
   Phone: ____________________________ Type of Work: ____________________________
   Date Completed: _____________________________ Dollar Amount: $____________
INSURANCE CHECKLIST

to be completed by insurance agent or broker

Carrier

PA Licensed or approved company

Best’s rating of at least A-

Financial size of at least Class VII (if licensed) or Class XI (if unlicensed)

General Liability

$1 million combined minimum bodily injury and property damage per occurrence and $3 million annual aggregate (umbrella coverage acceptable)

No deductible

ALLEGAN AREA ESA and its directors, officers, employees and agents named as additional insureds

Endorsement stating that coverage afforded additional insureds is non-contributory and primary to any other coverage available

Automobile

$1 million per occurrence combined single limit (umbrella coverage acceptable)

No self-insured retention

No deductible

Coverage for owned, non-owned and hired vehicles, except for vehicles titled to PCA.

ALLEGAN AREA ESA and its directors, officers, employees and agents named as additional insureds

Endorsement stating that coverage afforded additional insureds is non-contributor and primary to any other coverage available.
**Workers Compensation**

Statutory limits of coverage

No deductible

Employers liability coverage with limits of not less than $100,000 per accident, $100,000 per employee by disease and $500,000 policy limit by disease.

Endorsed for work to be performed in all states in which work is to be performed, including, without limit.

**Professional Liability**

**Certificate of Insurance**

Insurer shall provide ALLEGAN AREA ESA with 30 days written notice prior to any non-renewal, cancellation or modification of coverage or of any impairment of the aggregate insurance available as a result of loss.

No language on certificate stating that insurer will “endeavor to” mail such notice or language stating “but failure to do so shall impose no obligation of liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate.”

**General Requirements**

Insurance written on an occurrence basis.

*Please explain areas where the applicant is unable to comply on the reverse side.*

Please refer to the “Insurance Requirements” set forth in the RFP for the precise insurance procurement obligations. Nothing contained herein on the “Insurance Checklist” obviates or negates any insurance procurement obligation, nor relieves the contractor from any insurance procurement obligation set forth in the “Insurance Requirements”.

Insurance Company: _________________________________________________________________

Agent/Broker Signature: Phone: _______________________________________________________

Print Name: __________________________________________________________________________

Date: ______________
Signage Replacement Specifications Sheet

Exterior signs

ESC:
Main sign (replace both panels & paint posts black)
3 parking/entrance signs (replace both panels & paint posts black)
Remove letters from stone wall (do not replace)

Tech Center:
Main sign (to be replaced with new double sided digital)
Remove letters from building (do not replace)

Hillside:
3 signs (replace both panels & paint posts black)

YAC/Transition:
1 sign (replace panel & paint posts black)

Interior signs

ESC:
6 signs replace with same style of signs.
Example of New Logo

Allegan Area ESA

Pantone Colors

7731C
2429C
7474C
1955C
668C
7563C
Existing signs Hillside Learning and Behavioral Center

Sign 1
Sign II
Hillside Learning and Behavioral Center Signage Location Map
Hillside YAC Signage Location Map
Existing signs Tech Center

Sign I
Signage Removal (do not replace)

Sign II
Existing signs at Admin

Sign I
Existing signs at Admin

Sign II
Signage removal (do not replace)

Sign III
Existing signs at Admin

Sign IV
Existing signs at Admin

Sign V
Signage map for Administration offices
Interior existing signage at Administration offices

Sign I
Interior existing signage at Administration offices

Sign II
Interior existing signage at Administration offices

Signs III & IV
Interior existing signage at Administration offices
AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner and or authorized officer of the below named Bidder (the “Bidder”), pursuant to the compliance certification requirement provided in Allegan Area ESA (the “School District”) Request For Proposals for Replacement of the Associated District Signage (the “RFP”), hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economics Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Bidder is awarded a contract as a result of the aforementioned RFP, the Bidder will not become an “Iran linked business” at any time during the course of performing the work or any services under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

BIDDER:

Name of Bidder:________________________________________________________

Name of Representative:_______________________________________________

Title:______________________________

Date:__________________________

State of:_____________________

County of:____________________

This instrument was acknowledged before me on the _____ day of ________________, __________, by ____________________________________________________________.

__________________________________________, Notary Public
_____________________County, Michigan

My commission expires: ____/____/____

Acting in the County of:_________________
DISCLOSURE STATEMENT – FAMILIAL RELATIONSHIP

All bidders must complete the following disclosure form in compliance with MCL 380.1267 and attach this information to their proposal. By the attached sworn and notarized statement, we are disclosing the following familial relationship(s) that exists between the owner and any employee of the vendor and any member of the District’s Board of Education or Superintendent.

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<thead>
<tr>
<th>Owner/Employee Name</th>
<th>Related to:</th>
<th>Relationship</th>
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<td>5. _______________________</td>
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</table>

Attach additional pages if necessary to disclose all familial relationships.

The undersigned, the owner or authorized representative of the bidder does hereby represent and warrant that the disclosure statements herein contained are true.

Signature of Bidder Representative: ________________________________________

Name: __________________________________________

Title: _______________________________

Name of Firm: _______________________________

This instrument was acknowledged before me on the _____ day of _________________, _______, by ______________________________________________.

________________________________________, Notary Public

______________ County, Michigan

My commission expires: ____/____/____

Acting in the County of: _____________