



**REQUEST FOR BID No. 201408-276**

**TANEY COUNTY MISSOURI**  
Purchasing Department  
132 David Street / P. O. Box 1630  
Forsyth, Missouri 65653

Attn: **Ron Erickson, Director of Purchasing**  
Phone: 417-546-7281 / FAX: 417-546-3931  
[rone@co.taney.mo.us](mailto:rone@co.taney.mo.us)

Commodity Title: **MOTOR OIL & HYDRAULIC OILS**  
**PLEASE MARK YOUR ENVELOPE "SEALED BID #201408-276"**  
**RETURN ONE (1) ORIGINAL AS WELL AS A DIGITAL CD COPY, OR**  
**THREE (3) HARD COPIES.** *(Failure to submit copies, as indicated here MAY result in*  
*being declared "Non-Responsive" disqualifying your entire Bid Response.)*

**Bid Submission**

Location / Mail Address: Taney County Purchasing Department (Second Floor)  
132 David St. / P. O. Box 1630  
Forsyth, MO 65653

**Bid Opening**

Location / Address: Taney County Commission Hearing Room (Old Courthouse)  
132 David Street  
Forsyth, MO 65653

**Bid Schedule / Deadlines:**

August 16, 2014 – Sept. 15, 2014  
September 8, 2014 at 2:00 PM.  
**September 15, 2014 at 2:00 PM**  
**September 16, 2014 at 10:30 AM**  
Sept. 16, 2014–Sept. 18, 2014

Bid Release Date / Advertising Period.  
Deadline for Submitting Questions.  
**Closing Date / Time.**  
**Opening Date / Time.**  
Approximate Review Period.

**The undersigned certifies that they have the authority to bind this company in an agreement to supply the commodity or service in accordance with all terms, conditions, and pricing specified herein or to offer a "No Bid." Please type or print the information below.** Bidder is REQUIRED to complete, sign and return this form with their submittal of Bid as well as all pages initialed. \*An authorized signature and email address is **mandatory**, lack thereof will result in a determination of "Non-Responsive".

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

\_\_\_\_\_  
Authorized Person (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
\*Signature

\_\_\_\_\_  
City/County/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax ID #

\_\_\_\_\_  
\*E-mail

\_\_\_\_\_  
Entity Type (Corporation, LLC, Sole Proprietor, Partnership)

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*Welcome... Thank you for taking the time to review / participate in the following project and Thank You for your interest in Taney County Missouri.*

- *There are several steps, requirements and legalities which must be followed when engaging in an effort to respond to any certain Bid.*
- *Here I hope to assist any/all participants in making sure everyone has a fair and pleasant experience regarding this Bid.*
- *Please keep in mind that it is entirely possible that despite our best efforts information as detailed within this Bid may NOT include everything for every possible situation. Please contact me if you experience this.*
- *Historically 90% of the questions we receive are already answered within the full Bid Package.*
- *PLEASE READ all of the information CLOSELY and if you have a question review the information again as it is most likely you will find the answer.*
- *We ask, or rather require, that any/all questions be emailed rather than calling.*
- *All emails received WILL be answered as indicated within the written guidelines for written questions. (P.6)*
- *For areas, questions, and requirements that do not always apply - "N/A" may be an option. (P.7 - Item 4.2)*
- *Do not get "Side Tracked" by "Boiler-Plate" wording as it is impossible to "Tailor-Make" every single Bid Package 100% of the time to be a perfect fit. The mere word "Bid" suggests "an express effort to win". Be creative, offer options, and GOOD LUCK...!*

Sincerely,



**RON ERICKSON**  
Director of Purchasing  
Taney County Missouri

## **1. BIDDING PROCESS INFORMATION**

The Purchasing Department is responsible for the Bid opening at the time and place noted in the request. If a Vendor is interested in a copy of the Bid tabulation they must include a direct email address, not website, in order to receive results. Obviously sealed Bids cannot be emailed so they must either be delivered by hand, courier, or USPS. (Please note USPS concerns on page #4, item #2.3)

A formal invitation for Bid is utilized when the total purchase exceeds \$4,500. The County also uses this method when the life of a term and supply contract is valued more than \$4,500. The Bid Package will contain well-defined standard technical specifications for the nature of the service or product requested. A formal closing date and time is specified. The Bidder must comply with this requirement in order to be considered for award. All Formal Invitations for Bid are handled by the Taney County Purchasing Department. Technical specifications are the responsibility of the specific requesting department.

### **- Bid Response Tips:**


- 1.1 Read ALL Bid documents immediately upon receipt. Note any special dates or requirements.
- 1.2 Contact the Taney County Purchasing Department with any questions relating to the Bid prior to the Bid opening. (See P.6, Item 3.1)
- 1.3 Use ink to fill in all blanks. (If I can't read your handwriting your Bid **will** be rejected.)
- 1.4 **COPIES ARE REQUIRED**, mark copies vs. original. (*Failure to submit copies, as requested on page #1, MAY result in being declared "Non-Responsive" disqualifying your entire Bid Response.*)
- 1.5 Turn your Bid in as soon as possible. The deadline dates and times are strictly adhered to. The County cannot accept any late Bids.
- 1.6 **No fax or electronic transmitted Bids will be accepted.**
- 1.7 In the event of only one response the County may reject the Bid and re-let it or consider other options which provide the best solutions for the county. Always acting in the best interest of Taney County.
- 1.8 Attend pre-Bid conferences, if any. (Most are Mandatory.)
- 1.9 Pay close attention to the terms *must, shall, should* or *may*. **READ EVERYTHING.**
- 1.10 Include an updated **W-9** form completed with your company information and signature.
- 1.11 Include, if applicable, current **prevailing wage** considerations with your Bid.
- 1.12 Remember to sign the Bid sheet as this is mandatory.

## **2. INSTRUCTIONS AND GENERAL CONDITIONS:**

- 2.1 **Delivery of:** Sealed Bids, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Taney County Purchasing Office until the Bid closing date and time indicated herein for furnishing the County with goods, and or, services as detailed in the following.
- 2.2 **Copies:** For the convenience of all a digital – CD copy may be submitted in lieu of three additional hard copies – with the original, as indicated on page #1. If sending all hard copies please mark each to differentiate between the original and the three copies. (Copies are required – NOT optional.)
- 2.3 **Closing:** Sealed Bids must be delivered before “Closing Date / Time” as listed on page one, to the Taney County Purchasing Department as listed on page one. Bidders should take into account all possible risks of their Bid not arriving in time when electing to mail in Bids too close to the above closing date. Often the Post Office leaves a “pick up slip” in our PO Box which may / may not allow us time to retrieve said item. It is the Bidders responsibility, not the county, nor the Post Office, to ensure their Bids are **delivered** in time to the Purchasing Department. (Extra steps may be needed if your Bid response package is a large box.)
- 2.4 **Late Packages:** The County will not accept any Bids received after the listed closing date/time and will consider such late Bids as **NON-RESPONSIVE**. They will be returned un-opened.
- 2.5 **Opening:** Bids will be opened publicly at “Opening Date / Time”, as listed on page one, and read aloud. All Bid responses will be considered public information as soon as they are opened and become a part of public record to be released to any person or firm who formally requests it.
- 2.6 **Award.** Recommendation for award will be made formally to the Taney County Commission at a later date after a full and complete review process – often within a few days of the Bid opening. Updates may be sent via email should the award process become delayed for any reason. (10 days or more.)
- 2.7 **Withdrawals:** Bids may be withdrawn on written request from the Bidder at the address shown in this RFB prior to the time of acceptance of the Bid.
- 2.8 **Sealed & Marked:** Bids **must** be submitted in a single sealed envelope identified with the Bid number and dates of closing & opening. List the Bid number on the outside of the box or envelope and note “Response to Request for Bid enclosed”. Also include a return name & address. **No fax or electronic transmitted Bids will be accepted.** (NOTE: Please *make sure* your package indicates “BID”, with the BID NUMBER - on the final outside surface of your package.)

- 2.9 **No Bid:** If you do not want to submit a Bid, please return the *No Bid Response Form* at the bottom of the last page of this package, and note your reason(s).
- 2.10 **Bidder Expenses:** This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, nor preparing and submitting Bids called for in this Request for Bid.
- 2.11 **Presentations:** The County reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The County will not be liable for any costs incurred by the Bidder in connection with such interviews or presentations (i.e. travel accommodations, etc.)
- 2.12 **Bid Term:** All Bids submitted shall be binding, and remain firm for ninety (90) calendar days following the opening. Pricing / Costs submitted within this response **MUST BE HONORED** within that set timeframe. Bidders should NOT respond unless certain on this point.
- 2.13 **Bid Rejection:** The Taney County Commission reserves the right to reject any or all Bids, when such rejection is in the best interest of the County.
- 2.14 **Multiple Awards:** Bids may be awarded to one company or multiple companies; when such award is deemed in the best interest of the County.
- 2.15 **Payment Terms:** County standard payment terms are Net 30 after receipt of invoice. There are NO EXCEPTIONS to this system. Once products, or services, are received and accepted Taney County will process payment in full. Requests for credit applications are not necessary and will – in most cases – not be processed. Requests for deposits are not necessary and will not be accepted.
- 2.16 **Effective:** This agreement shall take effect upon the approval by the Taney County Commission.
- 2.17 **Alterations:** Any alterations, changes, lining out, or margin notes to any of these instructions will result in being determined as non-responsive to this Bid and thus be disqualified.
- 2.18 **Direct Email Address:** Vendors **MUST** supply this in order to receive award results. (Not simply a website.) We do not use USPS for results notification *only* email. Final results will be emailed to all responding Vendors using the email address provided within their Bid response on page one. Results will also be posted on our website at: [www.taneycounty.org](http://www.taneycounty.org). **Please do not call for results.**

### **3. GUIDELINES FOR WRITTEN QUESTIONS, ANSWERS (ADDENDA), ETC**

- 3.1 All questions shall be submitted in writing, prior to the Bid **opening** and no later than **2:00 P.M. Monday September 8, 2014**. All questions must be emailed to the department point of contact for this Bid listed on page 8, item 5.2. with a copy (cc) to; **Ron Erickson, Director of Purchasing.** ([rone@co.taney.mo.us](mailto:rone@co.taney.mo.us)) Department points of contact are responsible for answering technical questions. Questions on the Bid process belong to Purchasing, thus ALL questions are handled in a joint, or combined effort.
- 3.2 All questions will be answered in writing via email to all parties who had previously been part of the original DBI (Direct Bid Invitation email.), or had made email contact during the open Bid questioning timeframe. Deadline for issuing addenda (responses to questions) is: **Tuesday September 9, 2014** thus allowing Bidders to have a full week to make any necessary adjustments to their response. Addenda will also be posted on the Taney County Web site at: [www.taneycounty.org](http://www.taneycounty.org) by this deadline.
- 3.3 Once at our website click on: . Any/all addenda will be attached at the end of the posted Bid. An indication, in red, will alert visitors as to the presence of any addenda.
- 3.4 In the event that it becomes necessary to revise any part of this RFB, written addenda will be issued. Any addendum to this RFB is valid only if in writing and issued by the Taney County Purchasing Department.
- 3.5 **Timeline:** The County anticipates a contract award following the evaluation of all Bid responses within **15 days from the RFB opening date and completion**. These dates are provided for informational purposes and may change as requirements dictate.
- 3.6 **Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents, all Bid responses will be considered public information as soon as they are opened and become a part of public record releasable to any person or firm that requests it. Requests for copies, of Bid responses, must be made through the Taney County Clerk's Office (417-546-7202) requiring a Public Service Request Form (PSR). By law charges for time spent as well as a cost per page apply. Payment for copying fees is required prior to the making of copies. (*Section 610.026, RSMo.*)

#### **4. BASIC REQUIREMENTS / FACTORS:**

- 4.1 **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this RFB will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers.
- 4.2 **Response Content:** In order to enable direct comparison of competing Responses, Bidders must submit Responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the forms provided herein. Every question must be answered and if not applicable, the section must contain "N/A."
- 4.3 **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at [www.taneycounty.org](http://www.taneycounty.org). View information under *Purchasing*.
- 4.4 **Response Clarification:** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.5 **Rejection or Correction of Responses:** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 4.6 **Evaluation Process:** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 4.7 **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.



**5. SCOPE OF SERVICES:**

5.1 The Taney County Purchasing Department is seeking sealed Bids for:

**Motor Oil & Hydraulic Oils** at the **Best / Lowest** price – per the specifications below. Taney County Road & Bridge is in need of motor oil, hydraulic oils and grease for four maintenance facilities, or more as needs may require. These four locations are:

- Hilda Facility at 195 Gilbert Lane, Hilda, Mo. 65680
- Buchanan Facility at 274 Buchanan Rd, Branson, Mo. 65616
- Mt. Branson facility located at 1377 State Hwy 76, Branson, Mo. 65616
- Mechanics shop at 20058 U.S. hwy 160 Forsyth, Mo. 65653

5.2 Please contact the following “Department Point of Contact” for questions concerning actual required specifications, or any other technical questions:

**Randy Haes,**  
**Coordinator**  
**Taney County Road & Bridge**  
**417-546-7268 (off) / 417-546-7924 (cell)**  
[randyh@co.taney.mo.us](mailto:randyh@co.taney.mo.us)

**6. SPECIFICATIONS: Motor Oil & Hydraulic Oils.** Enter Bid pricing into boxes in below table as they apply based on quantity. Enter “N/A” when any certain quantity is either not available or simply does not apply.

OILS;

ITEM #	SPEC#	ITEM DESCRIPTION	BULK PRICE (If Applicable)	DRUM PRICE (If Applicable)	5 GALLON PRICE (If Applicable)	1 GALLON PRICE (If Applicable)	QUART PRICE (If Applicable)
6.1	API CJ-4, CI-4 PLUS, CI-4	15-40 MOTOR OIL					
6.2	API SN SM,SL,SJ & SH	SAE 5W-30 MOTOR OIL					
6.3	API, SN, SM, SL, IL SAC EF-5	SAE 5W-20 MOTOR OIL					
6.4	TO-4, CD/TO-2	TC-10-WT. HYDRAULIC OIL					
6.5	API-GL-4 John Deere J20C	HYDRAULIC OIL					

GREASE;

ITEM #	SPEC#	ITEM DESCRIPTION	120 LB. PRICE	TUBE PRICE
6.6	LITHIUM COMPLEX EP	GREASE		



For each item listed within the below table initial the appropriate box as follows:

C = Comply with specification.

N= Do not comply with specification.

E= Exception taken to specification. (For each exception taken a full explanation should be provided.)

ITEM #	SPECIFICATION DESCRIPTION	C	N	E
6.7	Estimated annual quantity at all four shops, combined, is 2,500 gallons both motor oil and hydraulic oil. (THIS IS ONLY AN <b>ESTIMATE.</b> )			
6.8	Whenever a material, article, or piece of equipment is identified on the plans or specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended merely to establish a standard.			
6.9	Any material or article or piece of equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the proposed material, article, or equipment is, in the opinion of the County, of equal substance and function.			
6.10	When the manufacturer is referenced and the words "or approved alternate" do not follow, it shall be deemed that the words "or approved alternate" shall follow such designations unless the material, article, or piece of equipment is identified as "no substitutes."			
6.11	The County, in its sole discretion, may reject proposed substitute items, or accept them. Samples may be required for evaluation prior to award.			
6.12	Submitted Bid pricing below MUST include the following; storage tanks furnished at two locations, (Hilda facility and the Mechanics facility at 20058 U.S. hwy 160).			
6.13	Tanks will need to be furnished with hose, reel, and preset metering nozzle.			
6.14	There can be no required minimums nor maximums.			
6.15	Submitted Bid pricing MUST remain the same for the duration of the agreed upon timeframe of EIGHTEEN (18) MONTHS, after award.			
6.16	After the eighteen (18) month timeframe the County may elect to renew for an additional twelve (12) months depending on product/usage/pricing satisfaction levels and mutual agreement with awarded Vendor.			
6.17	These Bid Documents, with Vendor signature, will serve as a legally binding contract once awarded.			

**7. BIDDER DIRECTIVES:**

Bidder must complete the following sections in its entirety, specific to those areas **as they apply** directly to the products or services being asked for within this RFB.

- 7.1 ACCEPTANCE OF BID BY COUNTY: The County shall have a minimum of 90 calendar days from the date of the opening to accept bidder's offer.
- 7.2 County standard payment terms are Net 30 after receipt of invoice, no exceptions.
- 7.3 Response time/delivery: \_\_\_\_\_  
(After receipt of order)
- 7.4 References and experience (If applicable.)
- 7.5 Key personnel (If applicable.)
- 7.6 Warranty (If applicable.)
- 7.7 Descriptive literature
- 7.8 Include an updated **W-9** form completed with your company information and signature.

**8. TOTAL PRICE INCLUSIONS, TAX EXEMPTION & DISCOUNT OPTION:**

The total amount we will apply on a Purchase Order *must include* the following items:  
(If / As Applicable.)

- 8.1 Mileage.
- 8.2 Delivery.
- 8.3 Packing.
- 8.4 Handling.
- 8.5 Whatever other miscellaneous fees there may be.
- 8.6 Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as law exempts the County from them.**
- 8.7 Optional: During the course of the contract year, the using department may need to order items not specifically listed within this RFB. State below, any discounts for such purposes, from your listed prices.

\_\_\_\_\_ % Discount off list price



## **9. STANDARD TERMS AND CONDITIONS**

- 9.1 Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Taney County Department identified in this Request for Bid.
- 9.2 The Taney County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Taney County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 9.3 Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and **sign the bid**.
- 9.4 When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 9.5 **Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.**
- 9.6 The delivery date shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in awarding the bid.
- 9.7 The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 9.8 In case of default by the Contractor, the County of Taney will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9.9 Failure to deliver as guaranteed may disqualify Bidder from **future** bidding.
- 9.10 Prices must be as stated in units of quantity specified, and must be firm.
- 9.11 No bid transmitted by fax machine or e-mail will be accepted.
- 9.12 The County of Taney, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

- 9.13 The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. (Cooperative Purchase.)
- 9.14 The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 9.15 In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 9.16 Should an audit of Contractors invoices – during the term of the Agreement, and any renewals thereof, indicate that Taney County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30 days of being notified of the same.

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## **10. NO BID RESPONSE FORM**

**NOTE:** Complete and return this section only if you do not want to submit a Bid. If you do not wish to respond to this RFB, please fill this form out and return it to the Purchasing Department by mail, email, or fax.

*Thank you...*

### **RFB# 201408-276 Motor Oil & Hydraulic Oils**

Business Name:	
Address:	
Telephone:	
Contact Person:	
Date:	
Reason(s) for not Bidding:	



**Taney County, Missouri**  
**RFB# 201408-276 Motor Oil & Hydraulic Oils**  
**Addendum #1**  
**September 9, 2014**

This addendum is issued in accordance with Section #3, on page #6 – “Guidelines for Written Questions”, indicated within the Request for Bid. The following information is hereby incorporated into and made a part of the RFB Documents. Also, by this formal/official addendum we are meeting the listed timeframe/deadline per item #3.2 within section #3, on page #6 of the full RFB. Bidders are reminded that receipt of this addendum may be acknowledged by email or submitted with Bidder’s *Response Page*.

Specifications for the above noted RFB and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

This office has received the following questions with answers provided by Mr. Haes of R&B, in red. NOTE: This will be the ONLY addendum for this RFB.

**QUESTION #1: Is it OK to Bid more than one brand of oil? ANSWER: YES.**

**QUESTION #2: Are bulk tanks required at all locations? ANSWER: NO, only at two (2) locations. (195 Gilbert Ln. - Hilda Shop has two tanks and 20058 U.S. Hwy 160 Mechanics Shop has one tank).**

Thank you.

By,



**Ron Erickson, Director of Purchasing**  
132 David Street / P.O. Box 1630 Forsyth, Mo. 65653  
Phone: 417-546-7281 Fax: 417-546-3931  
E-mail: [rone@co.taney.mo.us](mailto:rone@co.taney.mo.us)

BIDDER has examined a copy of this Addendum #1 to **RFB# 201408-276**, receipt of which is hereby acknowledged:

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

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

\_\_\_\_\_

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

E-mail address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Printed Name: \_\_\_\_\_