

BID #5768

FOR AGRICULTURAL CHEMICALS - HERBICIDES

ISSUED: October 30, 2014 DUE: November 17, 2014

County of Ventura General Services Agency Procurement Department 800 S. Victoria Ave. Ventura, CA 93009-1080

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1.0 **DEFINITIONS**

- 1.0.1 "Bid" means an offer, made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a "sealed bid" or results in award of a contract to a single or sole source.
- 1.0.2 "Bidder" means a supplier who submits a bid to the County in response to a solicitation.
- 1.0.3 "Solicitation" means the process, by whatever name known or in whatever form at used, of notifying prospective bidders that the County wishes to receive bids for furnishing goods or services.
- 1.0.4 "Supplier" means a business entity, bidder, offeror, vendor or contractor.

1.1 SUBMISSION OF BIDS

- 1.1.1 Bids must be hand delivered or sent via U.S. Mail, express mail or common carrier.
- 1.1.2 Submit one (1) original marked as "MASTER" and one (1) identical copy marked "COPY".
- 1.1.3 Where a "sealed" bid is required, each bid shall be separately sealed inside an envelope and must be signed and received by the closing time and date specified, and on the forms furnished by the County to be considered for award.
- 1.1.4 The bidder is solely responsible for ensuring that the full bid is received by the County in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The County shall not be responsible for any delays in mail or by common carriers or delays or missed delivery.
- 1.1.5 If no time for receipt of bids is specified in the solicitation, the bid shall be due by **3:00 p.m**. on the date indicated, Pacific Standard Time (PST)/Pacific Daylight Time (PST).
- 1.1.6 Generally, sealed bids will be opened and read on the due date and time unless another date and time is specified in the solicitation or any addendum thereto.
- 1.1.7 Bids received after the time stated will be considered non-responsive. Late bids are to be returned unopened to the bidder.
- 1.1.8 County reserves the right to reject any or all bids.

1.2 EVALUATION OF BID

1.2.1 Where more than one line item is specified in the solicitation, the County reserves the right to determine the lowest responsible bidder, either on the basis of individual items, groups of Items or on the basis of all items included in its solicitation, unless otherwise expressly provided.

- 1.2.2 Unless otherwise specified in the solicitation, the County may accept any item or group of items of any bid unless the bidder expressly objects and conditions its response on receiving all items for which it provided a bid. In the event that the bidder so objects, the County may consider the bidder' s objection and evaluate whether the award on such basis will result in the lowest price to the County or may determine in its sole discretion that such an objection is non-responsive and renders the bidder ineligible for award.
- 1.2.3 All other criteria to be used in evaluating bids will be identified elsewhere in the solicitation.
- 1.2.4 The County reserves the right to waive any minor bid informalities or irregularities received which do not go to the heart of the bid or prejudice other bidders. The County reserves the right to reject any and all bids submitted. Conditional bids or bids which take exception(s) to the specifications may be considered non-responsive and may be rejected.

1.3 SUBSTITUTIONS

- 1.3.1 Alternate product bid may be submitted for any item identified with the words "or equal." Complete manufacturer's specifications for alternates must be attached. Acceptance of a substitute is entirely at the discretion of the County and subject to the following qualifications:
- 1.3.2 Equal in quality of materials used, in structural strength and in details of construction.
- 1.3.3 Equal in productive and mechanical performance.
- 1.3.4 Equal in finish, or in characteristics permitting specified finish to be applied.
- 1.3.5 Availability of replacement parts and maintenance service.
- 1.3.6 Manufacturer's name, trade names, model or catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand, which meets or exceeds the quality of the specifications listed for any item; such bids shall state brand names and numbers and include detailed specifications.

1.4 **PROHIBITION OF ALTERATIONS & BID REJECTION**

1.4.1 Bids which are incomplete or which contain alterations or items not called for in the bid may be rejected. Bids submitted on forms other than those furnished by the County may not be considered.

1.5 OBLIGATION OF BIDDER

1.5.1 Each bidder shall be presumed to have examined the bid and to be thoroughly familiar with all specifications and requirements of this bid. The failure to or omission to examine any form, instrument or document shall in no way relieve bidder from any obligation in respect to this bid. The bid will

be considered an acknowledgment on the part of the bidder of familiarity with all such conditions.

1.6 BID WITHDRAWAL

- 1.6.1 Bids may be withdrawn by written or telegraphic notice received by Procurement prior to the exact hour and date specified for receipt of bids.
- 1.6.2 A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for the opening of bids.

1.7 CLIENT REFERENCE

1.7.2 Include a listing of three (3) clients that have recently purchased such Agricultural Chemicals-Herbicides from the bidder at the time of bid. Client references should include Company/Organization name, contact person, title and telephone number to contact for information regarding the equipment's performance and service level.

1.8 AMENDMENTS TO BID

1.8.1 If it becomes evident that this bid has to be amended, a formal amendment will be issued to bidders. If necessary, a new bid due date will be established.

1.9 BID CHECKLIST

Bidders are to include the following information with bid response:

- i. One original, marked as "MASTER" and **One** identical copy of the bid.
- ii. Bid –Signature Sheet, Section III
- iii. Section IV-Specifications with "Comply or Alternate" indicated
- iv. Complete literature & specifications on all "or equal" offered (if required)
- v. Piggyback Agreement (if applicable)

1.10 SOLICITATION ADDENDUM (ADDENDA)

- 1.10.1 If a supplier received this solicitation through some means other than being a pre-qualified supplier on the County's supplier list, it is the responsibility of the supplier to advise the buyer of its intention to provide a bid so that addenda or other correspondence related to the solicitation will be sent to the supplier.
- 1.10.2 In the event that the solicitation is revised by an addendum, supplier shall submit the original solicitation and any addenda required to be submitted by the buyer.
- 1.10.3 Price(s) offered shall reflect all addenda issued by the County. Failure to do so will permit the County to interpret the bid to include all addenda issued in any resulting contract.

1.11 ASSIGNMENT

1.11.1 This contract shall not be assignable by the contractor in hole or in part without the written consent of the County; such consent will not be unreasonably withheld.

1.12 VALIDITY OF BID

1.12.1 Unless specified elsewhere in the solicitation, bidder's bid shall be valid for forty-five (45) days following the date the response is due.

1.13 NON-RESPONSE

1.13.1 Non response to a bid may automatically remove your company from the County's supplier mailing list. If you are not bidding and want to continue to receive bids return your bid and write "No Bid".

SECTION II GENERAL TERMS AND CONDITIONS

2.1 DELIVERIES

See Section IV, paragraph 5.

2.2 FOB

All deliveries shall be F.O.B. Destination; Ventura, CA. The bidder shall be responsible for all freight claims.

2.3 TAXES

Prices quoted in the bid shall exclude all applicable Sales or Use Taxes. The County is subject to State and local sales tax.

2.4 PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivision of public corporation of California) located in Ventura County shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and conditions as to the price of the product. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to vendor. The granting of this option shall not be considered in bid evaluation. Vendor will state in bid response willingness to extend pricing to other public agencies.

2.5 ABILITY TO PERFORM

2.5.1 Bidders must have a record of quality service and on-time delivery of the required quantities.

2.6 **REFERENCE CHECKS**

The County may make reference checks and obtain financial ratings of all bidders, joint venture partners or subcontractors in order to determine responsibility. Submission of a bid shall be consent to any and all reference checks.

2.7 PRICING

Prices shall include any and all charges associated with the performance of this contract and compliance with all specification and terms and conditions. Additional charges will not be allowed.

2.8 INVOICING

Vendor will submit two (2) copies of invoices to the address indicated on the Purchase Order. Invoices will be itemized for each delivery, showing the Purchase Order number, release number, date of shipment, prices, quantities, and description of goods. Description will not be entirely encoded. Invoices must show signature of authorized department representative.

The County *does not* pay interest on late payments.

2.9 INSURANCE

Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- **NOTE:** The WC requirement is waived ONLY IF the Contractor is a sole <u>proprietor</u> with no employees, volunteers or family members working in the business. Written notification is required.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsement for General Liability Insurance.
 - 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

2.10 CASH DISCOUNT

2.10.1 Bids offering a cash discount of 30 days or more are awarded on the net dollar value - assuming the County will earn and deduct the discount.

2.11 COMMUNICATIONS – VERBAL

2.11.1 Any oral communications from the County concerning the Bid are not binding on the County and shall in no way excuse the Bidder of obligations as set forth in the Bid, unless the Bid has been formally amended.

2.12 NON-DISCRIMINATION

2.12.1 Non-discrimination

a. General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

b. Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

SECTION III BID FORM / SIGNATURE PAGE

Pricing Page - Agricultural Chemicals-Herbicides

Zone I – O & M DT65000005997 Watershed Protection District 11251 – B Riverbank Drive

Saticoy, CA 93004

Contact: David McCarthy (805) 672-2115

	Items.	Lb/gal.	Qty.	U/M	Unit Price	Total
1.	Rodeo Aquatic Herbicide	250 gal	1	Shuttle		
2.	Landmark XP Pre-Emergent (Dry)	4 lb	1	Container		
3.	Direx 4L Pre-Emergent	2.5 gal	4	Container		

Zone II – O & M DT65000005998 Watershed Protection District

11251–B Riverbank Dr

Saticoy, CA 93004

Contact: David McCarthy (805) 672-2115

	Items.	Lb/gal.	Qty.	U/M	Unit Price	Total
1.	Rodeo Aquatic Herbicide	250 gal	3	Shuttle		
2.	Landmark XP Pre-Emergent (Dry)	4 lb	4	Container		
3.	Direx 4L Pre-Emergent	250 gal	1	Shuttle		
4.	Magnify Surfactant (Liquid)	275 gal	1	Shuttle		

Zone III– O & M DT65000005999 Watershed Protection District 6767 Spring Road Moorpark, CA 93021 Contact: Roger Boross (805) 378-3033

	Items:	Lb/gal.	Qty.	U/M	Unit Price	Total
1.	Proclipse Pre-Emergent	5 lb	194	Container		
2.	Landmark XP Pre-Emergent (Dry)	4 lb	48	Container		
3.	Rodeo Aquatic Herbicide	250 gal	2	Shuttle		
4.	Magnify Surfactant (Liquid)	1 gal	248	Container		
5.	Tripeline Herbicide	1 gal	4	Container		

Zone III – O & M DT 6500006000 Watershed Protection District

11251–B Riverbank Dr

Saticoy, CA 93004

Contact: David McCarthy (805) 672-2115

	Items.	Lb/gal.	Qty.	U/M	Unit Price	Total
1.	Rodeo Aquatic Herbicide	2.5 gal	30	Container		
2.	Landmark XP Pre-Emergent (Dry)	4 lb	1	Container		
3	Direx 4L Pre-Emergent	2.5 gal	2	Container		
4.	Magnify Surfactant (Liquid)	1 gal	8	Container		
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SECTION III BID FORM / SIGNATURE PAGE

Zone IV– O & M DT65000006001 Watershed Protection District 6767 Spring Road Moorpark, CA 93021 Contact: Roger Boross (805) 378-3033

	Items.	Lb/gal.	Qty.	U/M	Unit Price	Total
1.	Proclipse Pre-Emergent	5 lb	4	Container		
2.	Landmark XP Pre-Emergent (Dry)	4 lb	1	Container		
3.	Rodeo Aquatic Herbicide	2.5 gal	20	Container		
4.	Magnify Surfactant (Liquid)	1 gal	12	Container		
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Sealed bids will be received by the Ventura County Purchasing Agent until <u>3:00 p.m.,</u> <u>November 17, 2014</u> at the:

Ventura County Procurement Services, General Services Agency, Hall of Administration Lower Plaza, 800 S. Victoria Ave Ventura, Ca 93009-1080

Mark the lower left hand side of your envelope with:

BID NO: 5768 DUE: 3:00 P.M. Monday November 17, 2014

FOR Agricultural Chemicals-Herbicides

ATTN: Dan Thrower Sr., SENIOR BUYER

1. Bids may not be returned by facsimile machine

2. The website <u>www.time.gov</u> (pacific time zone) will be used as the official US Time.

If further information is needed, contact Dan Thrower Sr., Senior Buyer, at the above address or by **phone: (805) 654.3753 or email to**: <u>dan.thrower@ventura.org</u>.

We have stated herein the prices at which we will furnish **Agricultural Chemicals-Herbicides** as specified.

SECTION III BID FORM / SIGNATURE PAGE

We have carefully reviewed the County of Ventura's Bid Terms and Conditions and attached specifications and attachments for **Agricultural Chemicals-Herbicides** (Bid <u>#5768</u>). Therefore, I, the undersigned, hereby agree to deliver, within the time specified and the price quoted therein and without any additional charges to the County of Ventura.

- 1. Bid is valid for _____ days.
- 2. Discounts for payment of invoice within 30 days of receipt _____%.
- 3. Delivery: _____ calendar days after receipt of order.

COMPANY NAME	Company address
NAME	DATE
SIGNATURE	PHONE NO.
FEDERAL TAX ID#	FAX NO.

Section IV Specifications Agricultural Chemicals - Herbicides

These specifications are not meant to limit the vendor: they are to be guidelines to minimum qualifications. Bids on equipment differing in minor detail from these specifications will be considered. Difference or alternations shall be **correctly stated** and described in detail by the bidder.

NOTE: No generics will be accepted for this bid.

Alterr explc and r	ers shall fill in all boxes under the column marked – "Comply or nate." Alternates to the following specifications must be ained in detail. Alternates may be detailed on a separate page referenced to the appropriate section number. Failure to furnish information may be cause for rejection of bid.	Answer "Comply or Alternate"
	GENERAL PROVISIONS	
1.0 <u>Sc</u>	cope of Work	
1	.1 The County of Ventura is soliciting bids for Agricultural Chemicals-Herbicides on an as needed basis. Items to be purchased include Herbicides, as listed on the Bid Form.	
1	.2 The quantities listed are approximate annual quantities based current purchases, however the estimates are probably low. Quantities may be increased or decreased depending on actual need during the contract term; however, no price adjustments will be allowed as a result of a reduction in the quantity purchased.	
1	.3 Material Safety Data Sheets (MSDS) <u>must</u> be provided when deliveries are made of the chemicals that require the needed information.	
2.0 <u>c</u>	<u>General</u>	
2	2.1. Bidders are requested to submit prices on a sample of Agricultural Chemicals-Herbicides typically ordered as listed on the Bid Sheet Section III. The County's purchases will not be limited to this list.	
2	2.2. Bidders shall furnish agricultural chemicals as requested by Ventura County Public Works Agency delivered to two (2) locations throughout the fiscal year.	
2	2.3. The County of Ventura Watershed Protection is under permit with the California State Regional Water Quality Board and required to monitor and report its herbicide use as specified by our N.PD.E.S permit.	
2	1.4. Vendor must supply pesticide recommendations for all required herbicides and have them signed by a Pesticide Control Advisor	

3.0	Re	sponsibility of Bidder	
	3.0	Bidder shall have adequate facilities, equipment, personnel and experience, and be in a sound financial condition to execute the requirements of the bid.	
	3.1	By responding to this bid, Bidder affirms that he/she has a current license to perform the work in conformance with the provisions of the State Business and Professions Code. License number is to be included in the bid response.	
	3.2	Furthermore, by submission of a bid, the bidder indicates that he/she is satisfied by personal examination or other means as to the actual conditions and requirements under which the work must be performed. False, incomplete or unresponsive statements in connection with a bid may be sufficient cause for its rejection.	
4.0 <u>R</u>	egul	ation Compliance	
	in U but cor	ducts <u>must</u> conform to minimum requirements as directed nited States and State of California regulations, including, not limited to, weights, measures, fill on containers, and tamination. Seller will indemnify and hold the buyer mless for any failure to so conform.	
5.0 <u>D</u>	elive	<u>ry</u>	
	5.1	Products will be delivered in first class condition Monday through Thursday between 7:30 a.m. and 3:00 p.m.	
	5.2	Vendor must provide direct transportation of materials.(No sub-haulers)	
	5.3	Vendor to provide herbicide measuring cups.	
	5.4	Vendor will be responsible for all empty containers 30 gallons or above.	
	5.5	Drop shipments will be accepted when each delivery is accompanied by a bill of lading showing the Purchase Order number and the vendor name.	
	5.6	Deliveries will be F.O.B. Destination to the following locations. The vendor will be responsible for all freight claims.	
	5.7	Flood Control, Zones I & II 11251-B Riverbank Dr., Saticoy, CA 93004-2115. Saticoy delivery is based on actual quantities requested by department. (Note: Some Flood Zone III deliveries go to this location)	
	5.8	Flood Control, Zones III & IV 6767 Spring Road, Moorpark, CA 93021	

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SECTION IV SPECIFICATIONS

6.0	Default in Delivery Failure to deliver as promised may constitute a breach of agreement. Accordingly, and without limiting any other rights or remedies to which the County may be entitled, the County may procure products at the best obtainable price on the open market and to hold the vendor liable for the difference between the amount of the order and the price which the County paid.	
7.0	Quantity Quantities in Section-III above are "estimated quantities" to be ordered throughout the fiscal year as needed.	
8.0	Pricing Pricing shall be provided in spaces indicated in Attachment 1 and total amount. Pricing shall remain firm throughout the calendar year from present through December 31, 2015 .	
9.0	<u>Purchase Order</u> Purchase order will be issued to different zone locations, as indicated in Section III above.	
10.0	<u>Brand Names</u> ALL PRODUCTS <u>MUST</u> BE BRAND NAMES. NOTE: No generics accepted for this bid.	
	Vendor must state brand names. If vendor offers a product or pack other than specified, it will not be accepted. No variances are allowed for this bid . Unless packaging is changed by the manufacturer.	
11.0	Samples and Testing Samples may be required prior to award. They will be delivered within five (5) days after request and at no charge to the County. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract. Each	
	individual sample must be labeled with the bidder's name, manufacturer's brand name and product number. If requested by the bidder, samples will be returned at vendor's expense (if not destroyed by tests).	

SECTION IV SPECIFICATIONS

10.0	- Pro
conto up b	cing oducts will be supplied in recyclable and/or reusable ainers wherever possible. All such containers will be picked y the vendor at Public Work Agency's request at no ional cost to the County.
13.0 <u>Usage</u>	e Report
items freque The fc descr	request, the successful vendor must provide a report of purchased by the County. This report will be in order of most ently ordered items to the least frequently ordered items. ollowing information must be included in the report: product iption, total quantity ordered for the period, and total unt spent on the item for the period by County departments.
14.0 <u>Exclus</u>	sions
separ produ	ded from this specification are all items purchased rately on other County contracts, such as janitorial cleaning ucts. The County also reserves the right to bid separately any where it is determined by the Procurement Services that:
pur	ubstantial savings in cost will result due to a large quantity rchase. 2. That the commodity (or need) is not appropriately ssified under this contract.
15.0 <u>Paym</u>	ent
15.1	The County issues payment to the firm approximately thirty days after receipt of the commodity (merchandise and/or service) and the correct original invoice, whichever arrives last.
15.2	All invoices must contain the proper pricing as specified by the bidder in this request. In addition, all invoices must include the appropriate purchase order number. Invoices not including the proper purchase order number may experience delayed payment.
15.3	The vendor must submit a statement and corresponding invoices on a regular basis. The statement will list all invoices for the period in ascending invoice number order. The invoices will be attached to the statement in the same order listed. Each invoice must include applicable sales tax.
15.4	Purchase Order and County account numbers must be on all corresponding invoices and credit memos.
15.5	Monthly statements should include the following information: Invoice number, date item(s) purchased, dollar amount, and name of County employee making the purchase.

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15.6 The County reserves the right to audit vendor's records when deemed necessary to verify correct pricing.	

ATTACHMENT 1 Cooperative Purchasing Agreement Bid # 5768

Cooperative Purchasing Agreement

Agricultural Chemicals-Herbicides

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivision of public corporation of California) located in Ventura County shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and conditions as to the price of the product.

The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to VENDOR.

- Bidder's agreement or failure to agree to the "piggyback" agreement will not be a factor in award of the bid.
- Check one of the following:
- The prices, terms, and conditions in our bid/proposal are not extended to any other agency.

I hereby agree to extend all prices, terms, and conditions of my bid/proposal to any other public agency located in Ventura County with the following exception(s) noted on attached.

COMPANY NAME	Company address
NAME	TITLE
SIGNATURE	DATE
PHONE NO.	FAX NO.