



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

E-RATE CATEGORY 1 SERVICES

IFB 20-680-007

BID SCHEDULE

IFB Issued

February 10, 2020

Supplier Questions due

February 18, 2020 - 2:00 p.m.

IFB Closing Date

March 10, 2020 - 2:00 p.m.

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**E-RATE SERVICES
IFB 20-680-007**

Poudre School District (the District) is requesting sealed bids from professional and qualified suppliers to provide point-to-point leased lit fiber connections between District sites. This Information for Bid (IFB) is published in conjunction with the Universal Services Administrative Corporation E-Rate Form 470 schedule.

A copy of the bid and any associated addenda may be obtained from the Rocky Mountain E-Purchasing (BidNet) website: <http://www.RockyMountainBidSystem.com>.

Questions regarding this IFB must be in writing and directed to the District through the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MST on **February 18, 2020**. Questions received after the deadline date/time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District's response thereto, shall be provided in an addendum through BidNet.

Note: Every question must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted bids. Bids must be submitted and received in BidNet's electronic solicitation portal by 2:00 p.m. MST on **March 10, 2020**. At that time the submission portal will close, and no further submissions will be allowed, nor considered.

At no time during the solicitation process will communication regarding this IFB be permitted with any District employee other than the Procurement Agent named below until an award has been announced. Communication with a District employee other than the Procurement Agent named below may disqualify your bid from consideration.

District staff shall review the bids received in response to this IFB during the bid consideration period commencing on March 11, 2020. During the bid consideration period, the District may ask questions of and/or request additional information from Suppliers who have submitted bids.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

Collusive or sham bids: Any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature on the bid assures that such bid is genuine and is not a collusive or sham bid.

The District reserves the right to reject any and all bids and to waive any irregularities or informalities.

Sincerely,
Karen Wailly
Senior Procurement Agent

1.0 **BACKGROUND**

The District is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of District families choose to send their children to their neighborhood schools, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics.

The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 4 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.2 These General Terms and Conditions apply to all offers made to the District by all prospective vendors (Suppliers) on behalf of District solicitations including, but not limited to, Invitations for Bid, Requests for Quotes, Requests for Qualifications and Requests for Proposals.
- 2.3 Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package provided to the Supplier. Any proposed modification must be accepted in writing by the District prior to award of the bid.
- 2.4 Supplier must provide all requested information. Failure to do so may result in rejection of the bid at the option of the District.
- 2.5 The School District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request.
PSD Tax Exempt Number: 98-03335
- 2.6 There is no expressed or implied obligation for the District to reimburse Suppliers for any expenses incurred in preparing bids in response to this IFB.
- 2.7 Bids must meet or exceed specifications contained in the IFB.
- 2.8 Supplier warrants that all work will conform within applicable specifications, samples and/or other descriptions given to the District and will be free from defects.
- 2.9 Each Supplier (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations. The awarded Supplier shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.10 The Supplier, by affixing its signature to this bid, certifies that its bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a bid for the same items or with the District. The Supplier also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.11 All obligations of the District under this contract are solely from currently budgeted funds and this contract does not constitute a multiple fiscal year obligation of the District. Notwithstanding any other provision of the contract, all District obligations accruing beyond the current budget year are expressly subject to funds being budgeted and appropriated therefore in accordance with Colorado law.
- 2.12 The awarded Supplier shall be held entirely responsible for any and all damage to adjacent property, accidents or injuries to employees and the public by reason of work contracted under terms of this IFB.
- 2.13 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this contract has a criminal record, is a registered

sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the contract cannot be performed as a result of such action, the contract may be terminated.

- 2.14 Supplier shall provide any and all services covered by a District purchase order or agreement, as an independent Supplier of the District, and the persons performing such services shall not be considered employees of the District. Supplier shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its Suppliers and subcontractors for services directly or indirectly related to the solicitation.
- 2.15 Supplier certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this agreement, and will not enter into a contract with a subcontractor that fails to certify to Supplier that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this agreement. Supplier also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this agreement through Supplier's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).
- 2.16 Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Supplier obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with an illegal alien, Supplier shall notify the subcontractor and the District within three (3) days that Supplier has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Supplier shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Supplier participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.
- 2.17 Payment for the services furnished by the Supplier shall not constitute acceptance thereof. The District shall have the right to inspect the product of such services and to reject any or all of which are, in the District's judgment, defective or

nonconforming. Nothing contained herein shall relieve, in any way, Supplier from the obligation of testing, inspection, and quality control.

- 2.18 Supplier warrants that all services furnished as a result of this solicitation shall conform to District specifications and to industry standards and shall be free from defects in material and workmanship. Supplier warrants that all goods and/or services furnished as a result of this solicitation shall be merchantable and shall be safe and appropriate for the purpose for which goods and/or services of like kind are normally used. If Supplier knows or has reason to know the particular purpose for which the District intends to use the goods and/or services, Supplier warrants that such goods and/or services shall be fit for that particular purpose. Supplier agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing opportunity to do so. In the event of Supplier's failure to promptly replace or correct defects in nonconforming goods and services or make such corrections and charge Supplier its costs incurred therefor.
- 2.19 Supplier agrees to furnish the services covered as a result of this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.20 All chemicals, equipment and materials proposed and/or used by the Supplier in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Material safety data sheets (MSDS) shall accompany each shipment when applicable.
- 2.21 The Supplier shall not assign an agreement, as a result of this solicitation, or any of its rights, interests or obligations without the prior written consent of the District. The consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 2.22 A submission of a bid in response to this IFB is an offer to contract with the District based upon the terms, conditions, scope of work and specifications contained in this IFB. A purchase order referencing the selected Supplier's IFB documents will result in a binding contract without the necessity for further action by either party. Should Supplier desire a formal contract, all costs associated with obtaining the contract will be borne by the Supplier.
- 2.23 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.24 The successful Supplier will agree to not refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, gender, national origin, ancestry or physical handicap.
- 2.25 Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado. The transactions covered herein shall be governed by the laws of the State of Colorado.

- 2.26 Bids shall contain a manual signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may invalidate same and it may not be considered for award.
- 2.27 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions outlined in this IFB, the Special Conditions shall prevail.
- 2.28 The apparent silence or omissions within this IFB regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.29 The District shall issue a written addendum if substantial changes, which impact the technical submission of bids, are required. A copy of such addenda will be distributed via BidNet. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.30 Suppliers may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the bid evaluation purposes.
- 2.31 All information and supplemental documentation required in conjunction with this bid shall be furnished by the Supplier with its bid. If the Supplier fails to supply any required information or documents, its bid may be considered non-responsive and ineligible for award.
- 2.32 The accuracy of the bid is the sole responsibility of the Supplier. No changes in the bid shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.33 The District may, at its sole and absolute discretion:
- 2.33.1 Reject any and all or parts of any or all bids submitted by prospective Suppliers;
 - 2.33.2 Re-advertise this solicitation;
 - 2.33.3 Postpone or cancel the bid process for this solicitation;
 - 2.33.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this bid or in bids received in conjunction with this bid; and/or
 - 2.33.5 Determine the criteria and process whereby bids are evaluated and awarded.
- 2.34 The District may terminate an agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Supplier shall be paid up to the date of termination for services performed under and in accordance with this agreement.

- 2.35 Information and materials submitted in response to this solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Supplier believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

3.0 SPECIFIC CONDITIONS

- 3.1 To be eligible for award, Supplier must register as a supplier on the Rocky Mountain E-Purchasing System (<http://www.RockyMountainBidSystem.com>), download this solicitation and all documents associated with it.
- 3.2 To be eligible for award, Supplier must supply applicable Service Provider Identification Number (SPIN) verifying their participation in the federal E-Rate program approved by the FCC and administered by the Schools and Libraries.
- 3.3 The purchase resulting from this IFB may be contingent upon approval from the Universal Services Administrative Company for E-Rate funding.
- 3.4 Awarded Supplier must have a SPIN provided by the USAC and proof of current E-Rate SPAC 473 form.
- 3.5 Supplier must maintain required insurance (Section 5.0) during the term of the contract.
- 3.6 The District will designate a primary representative prior to the commencement of work through which the Supplier will coordinate the project.
- 3.7 The District will provide access to the premises and related facilities for normal working hours or outside normal working hours and days as requested by the District. All work will be coordinated with the District prior to commencement. The needs of specific areas, including controlled access and security concerns, may necessitate after-hour scheduling.

4.0 REFERENCES

References are mandatory – List three references for which your company has completed similar services.

4.1 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

4.2 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

4.3 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

5.0 INSURANCE

Supplier shall procure and maintain the required insurance specified below for the duration of this contract, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District’s Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Supplier shall furnish the District’s Director of Records and Risk Management with certificates of the required insurance prior to the District’s approval and signing of this contract, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this contract. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
Email: risk@psdschools.org (preferred method of communication)
2407 Laporte Ave
Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Supplier. Supplier shall provide at least thirty (30) days’ advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section shall not reduce the indemnification liability that Supplier has assumed in section 5.1.

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. General Aggregate \$3,000,000
- c. Products/Completed Operations Aggregate \$2,000,000
- d. Personal/Advertising Injury \$2,000,000
- e. Coverage must be written on an “occurrence” basis.
- f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this contract.

Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)

Minimum Limits

- a. Per Loss \$1,000,000
- b. Aggregate \$3,000,000
- c. Liability extends for a period of three (3) years beginning at the time work under this contract is completed. Supplier shall maintain continuous coverage, as required by the contract, for this period.
- d. The policy shall provide a waiver of subrogation in favor of Poudre School District R-1.

If applicable, the insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Supplier's services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

Crime Coverage (for contracts allowing privileged access to network systems, valuable property or sensitive data)

Minimum Limits

Per Loss \$1,000,000

The policy shall include:

- a. Coverage for all directors, officers, agents, and employees of the Supplier.
- b. Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
- c. Extended theft and mysterious disappearance.
- d. The policy shall not contain a condition requiring an arrest and conviction.
- e. Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles (Only if Supplier operates vehicles in performing any services under this contract)

Bodily Injury & Property
Damage Combined Single Limit \$1,000,000

Workers' Compensation and Employers' Liability*

Minimum Limits

- a. State of Colorado Statutory
- b. Employer's Liability \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1.

* This requirement shall not apply if Supplier is exempt under the Colorado Workers' Compensation Act AND if Supplier has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

5.1 Supplier shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Supplier's operations, provision of services and/or conduct of any of its employees, volunteers, agents or representatives. The

indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this contract shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

6.0 PROJECT SCOPE AND SPECIFICATIONS

- 6.1 Supplier understands that this is a non-binding forecast subject to factors outside of Buyer's control, which may result in actual demand increasing or decreasing from figures provided.
- 6.2 Point-to-point leased lit fiber connections with a *minimum* bandwidth of 20Mb/s (100Mb/s is preferred) between the Poudre School District Information Technology Center (2413 Laporte Avenue, Fort Collins 80521) and the following two locations:
- EAS (2850 McClelland Drive, Suite 2200, Fort Collins, 80525)
 - Cooper Home (740 E. Stuart Street, Fort Collins, CO 80525)
- 6.3 Point-to-point leased lit fiber connections with a bandwidth of 1 Gb/s to provide the fiber infrastructure between the Poudre School District Information Technology Center (2413 Laporte Avenue, Fort Collins 80521) and the following sites (where the current termination exists or will exist):
- Bethke Elementary (5100 School House Drive, Fort Collins, 80547)
 - CLP Elementary - includes CLP MS (3511 W. County Road, Laporte, 80535)
 - Wellington MS - includes Eyestone Elementary (4001 Wilson Avenue, Wellington, 80549)
 - Irish Elementary (515 Irish Drive, Fort Collins, 80521)
 - Timnath Elementary (3909 Main Street, Timnath, 80547)
 - Rice Elementary (7000 Third Street, Wellington, 80549)
 - Tavelli Elementary (1118 Miramont Drive, Fort Collins, 80524)
 - SE Elementary – to open Fall 2021 (6055 Travers Stakes Street, Loveland, CO 80538)
 - Timnath MS/HS – to be built (4824 Prospect Road, Fort Collins, CO 80535)
 - Wellington MS/HS – to open December 2021 (8543 N. County Rd. 9, Wellington, CO)
- 6.4 Point-to-point leased lit fiber connections with a bandwidth of 100Mb/s between the Poudre School District Information Technology Center (2413 Laporte Avenue, Fort Collins 80521) and the following mountain locations:
- Red Feather Lakes Elementary (505 N. County Road 73C, Red Feather Lakes, CO 80545)
 - Livermore Elementary (360 Red Feather Lakes Rd, Livermore, CO 80536)
 - Stove Prairie Elementary (3891 Stove Prairie Rd, Bellvue, CO 80512)

7.0 EVALUATIONS AND AWARD OF CONTRACT

- 7.1 The District may select multiple Suppliers from whom to contract for point-to-point connection services.
- 7.2 The award of bid shall be made to the lowest responsive, responsible Supplier(s) meeting the specifications and deemed to be in the best interest of the District. Final evaluation may be based on, but not limited to, any or all of the following: price, adherence to specifications, previous experience with similar projects, references and delivery time. Those that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 7.3 Amendments or clarifications to the submitted bids not requested by the District evaluation committee will not be accepted, nor considered following the opening of the bid.

8.0 COST PROPOSAL

- 8.1 Describe your point-to-point leased lit fiber connection solution for all connections listed in
- Section 6.2,
 - Section 6.3, and
 - Section 6.4.
- 8.2 Provide pricing for each point-to-point leased lit fiber connection.
- 8.3 Provide your E-Rate Service Provider Identification Number (SPIN).

9.0 BID CERTIFICATION

**E-RATE SERVICES
IFB 20-680-007**

Bids must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on March 10, 2020.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this bid and that all information provided in the bid is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this IFB, and fully understands and accepts these terms unless specific variations have been expressly listed in the bid.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the IFB and/or the company’s bid responding to the IFB.
- The company meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company’s bid is being offered independently of any other Supplier and in full compliance with the terms specified in Section 2 and 3 of the IFB.
- The company will accept any awards made to it, contingent on contract negotiation, as a result of this IFB for a minimum of ninety (90) calendar days following the date and time of the IFB opening.

Company Name: _____

Company address: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Phone number: _____

Contact Person: _____

(If different from Agent – include e-mail address and phone number)

NOTE: Bids submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.