



Douglas County School System

P.O. Box 1077 ~ Douglasville, GA 30133 ~ 770-651-2000 ~ www.douglas.k12.ga.us
Mr. Trent North, Superintendent

INVITATION TO BID

19-008

SCHOOL BUS LEASE/PURCHASE FINANCIAL SERVICES

CLOSING DATE: FRIDAY, JULY 20, 2018

CLOSING TIME: 2:00 PM EST

REGULAR SEALED

BID TO BE RETURNED TO:

Douglas County School System
Becky Eigel, Assistant Director of Business Services
Business Services
9030 Highway 5
Douglasville, GA 30134
Becky.Eigel@douglas.k12.ga.us
770-651-2376
770-920-4026 Fax

ALL BIDS ARE SUBJECT TO THE FOLLOWING INSTRUCTIONS WHEN CHECKED:

1. The Instructions, and Standard Terms and Conditions attached.
2. The attached Agency Insurance Requirements shall apply.
3. The attached "Additional Terms and Conditions" shall apply () page(s).
4. In conformance with the attached "Scope of Work" (3) page(s).
5. See attached () page(s) of () line items
6. Equipment or supplies offered to conform to the attached: Plans Drawing(s) Sample(s)
7. Respondents must show manufacturer's name and model number for each line item offered.
8. Respondents to furnish specifications and complete descriptive literature with Bid if offering substitute or alternate item.

Respondent is cautioned to carefully read the instructions and the terms and conditions on the attached sheets. Failure to adhere to these instructions and terms and conditions may result in rejection of Bid.

ACKNOWLEDGE RECEIPT OF ADDENDUM:

#1 _____ #2 _____ #3 _____ #4 _____ #5 _____
(Please Initial)

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I. INTRODUCTION

The Douglas County School District has issued this Invitation to Bid for the purpose and intent of obtaining bid responses from qualified firms to provide tax-exempt lease financing for 64 (sixty-five) 2018 model-year school buses for Countywide School District use by the Douglas County School District Transportation Department. Through the issuance of this Invitation to Bid ("ITB" and/or "Bid"), the School District is seeking a Company to finance a school bus lease purchase program with a one dollar (\$1.00) buy out for the school buses.

Vehicles included will be 2018 model year Bluebird Gasoline School Buses:

<u>School Bus</u>	<u>Estimated Cost</u>	<u>Anticipated Delivery Date</u>
(44) Bluebird BBCV 3303 72 Passenger Regular Ed	\$ 87,400.00 each	August 2018
(10) Bluebird BBCV 2610 54 Passenger Special Ed	\$ 93,000.00 each	August 2018
(10) Bluebird Micro-Bird 16 Passenger Activity	\$ 66,188.00 each	August 2018

TOTAL BUS PURCHASE: \$5,437,480

The buses will be purchased using the Georgia DOAS Statewide Contract pricing.

Bids will be available to all interested Respondents on July 11, 2018. Bids can be obtained by visiting the following website to download a copy: <http://www.douglas.k12.ga.us>

The Douglas County School District reserves the right to waive technicalities, to accept or reject any and all Bids and to waive any irregularity in Bids received, to award the entire Bid to one Respondent or to multiple Respondents or to make awards by group or location, whichever is in the best interest of the Douglas County School District; hereafter referred to as "DCSD", except where noted for clarity.

The Douglas County School District is an equal opportunity employer.

All questions concerning this Invitation to Bid should be directed to Becky Eigel, Douglas County School System Assistant Director of Business Services. All inquiries must be in writing and emailed to Becky.Eigel@douglas.k12.ga.us.

II. MINIMUM QUALIFICATIONS

- It is preferred that each Respondent be registered to do business in the State of Georgia. Each respondent should provide evidence of their registration with each bid submittal. For Georgia businesses, a photocopy of your Georgia business license is acceptable.
- Respondents must meet the minimum requirements for liability insurance and worker's compensation coverage as stated in this document.
- Respondents shall submit with their bid, sufficient evidence of a minimum of 5 years experience in similar projects, preferably with public school systems. This information should be included on the Reference Sheet.
- Respondents shall also submit the completed "Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-91" document, "Respondent Affidavit and Agreement" and "Subcontractor Affidavit" (if applicable).
- All services provided by the awarded Respondent must be performed by a direct employee or Principal of the firm. Awarded Respondent may subcontract any portion of the services for this project, with approval from DCSD.
- Respondents shall submit the completed Respondent Information Form if they are not already listed in our Vendor database.

III. CALENDAR OF EVENTS

ACTION	DEADLINE
Issuance of Invitation to Bid (ITB)	Wednesday, July 11, 2018
Submission of Questions by	Friday, July 13, 2018 2:00 PM EST
Response to Questions	Monday, July 16, 2018 5:00 PM EST
Bid Submission Deadline	Friday, July 20, 2018 2:00 PM EST
Evaluation Period	July 20 – 27, 2018
Submittal of Agenda Item for Board Recommendation	Friday, July 27, 2018
Recommendation to the Board of Education	Monday, August 6, 2018
Board Approval of Recommendation	Monday, August 20, 2018
Notice to Proceed	Tuesday, August 21, 2018

IV. INSTRUCTIONS

1. Bids shall be enclosed in a sealed envelope, addressed to the Business Services Office with the name and address of the Respondent, the date and hour of the Bid closing, and the Bid number on the face of the envelope. Only one sealed Bid may be submitted in each envelope. If you are submitting more than one Bid, a separate envelope must be used for each Bid.
2. All Bids must be either typewritten or filled in with pen, and must be signed in ink by an officer or employee having authority to bind the company or firm. The signatory of the Bid must initial corrections or changes on any document. Respondents will not be allowed to modify their Bids after designated closing date and time.
3. Respondents should provide all of the information required on all forms, including the Bid Form, and shall sign the Standard Terms and Conditions.
4. The offer conveyed by this Bid shall remain open pending award for a period of ninety (90) days from the date of opening.
5. Any cash discount offered to the DCSD must be listed in the Bid. Cash discounts offered from one percent up to five percent for payment in thirty days or more will be considered for the purposes of evaluation. Any further cash discount will not be considered in the evaluation.
6. Bid responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the Invitation to Bid, may be treated as non-responsive and may not be considered for award.
7. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
8. Any reference to quantities or dollar amounts is provided as an estimate only, and shall not serve to obligate the DCSD to purchase any minimum amount; nor shall any such reference serve to establish any maximum amount the Respondent is required to furnish.
9. Quotes containing provisions for late or interest charges will not be considered.
10. Prepayment and/or progress payment requirements contained in responses will be treated as non-responsive and will not be considered for award.
11. Respondents must specify the manufacturer and/or brand name on each of the items proposed. If an item has a specified manufacturer and/or brand name and the words "or equal" do not follow, substitutions will not be accepted.
12. The DCSD reserves the right to amend this Invitation to Bid prior to the due date.
13. Special Instructions:

Manufacturers listed in the Bid document are to establish the general quality required. Items of other manufacturers of equal or better quality will be considered. The DCSD shall be the sole determiner as to whether the substituted item is of equal or better quality than those specified. The DCSD may request samples as needed from respondents to determine manufacturer equivalence.
14. Any contract awarded pursuant to this Invitation to Bid shall be awarded to the most responsive and responsible Respondent that is within the budget parameters for the project and whose Bid response meets the requirements and criteria set forth in this Invitation to Bid.
15. Purchases of the Douglas County Board of Education are not subject to sales taxes. Tax-exempt certificates will be furnished upon request.

Respondent understands and accepts all instructions as it pertains to this Invitation to Bid:

Respondent Signature

Date

V. STANDARD TERMS AND CONDITIONS

1. Respondent shall transfer and deliver to the DCSD all of the goods and/or services described herein for the consideration set forth herein.
2. Delivery shall be made to the address listed on the Purchase Order or Contract and within the time specified.
3. Risk of loss shall remain with Respondent until acceptance by the DCSD.
4. Title to the goods shall remain with Respondent until acceptance by the DCSD.
5. Respondent warrants that the goods are merchantable and as described herein.
6. The DCSD shall have the right to inspect the goods at the time and place of delivery.
7. No right or interest in the contract shall be assigned by Respondent without the written permission of the DCSD, and no delegation of any obligation owed or of the performance of any obligation by Respondent shall be made without the written permission of the DCSD. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. The laws of the State of Georgia and the policies of the DCSD shall govern this agreement in all respects.
9. All goods and/or services on this order or contract are exempt from Federal Excise Tax and Georgia Sales and Use Tax.
10. All goods and/or services supplied pursuant to this purchase order or contract shall, unless otherwise stated, conform exactly to all of the descriptions and attachments contained in the Invitation to Bid upon which this order is based, and the terms, conditions, and specification of the Invitation to Bid are incorporated herein by reference and made a part hereof.
11. Any goods supplied found not in accordance with the description and specifications set forth in the Item Schedule will be rejected. Goods rejected shall be returned, freight collect to the Respondent.
12. Prices stated are F.O.B. destination. No further allowances shall be made for freight and delivery charges.
13. All Bids submitted shall be in accordance with the terms of the DCSD Invitation to Bid and the laws of the State of Georgia.
14. The DCSD reserves the right to cancel this contract for either non- performance or poor performance of the Respondent by giving thirty days written notice in advance to the Respondent of its intent to do so.
15. Successful Respondent will be required to supply an original and one copy of each invoice, and to reference all invoices to the proper purchase order number. No invoice will be processed for payment until all contractual obligations have been met.
16. All invoices and/or financial correspondence should be directed to Mary Wynn, Accounts Payable Supervisor for DCSD.
17. Successful Respondent must furnish proof of liability insurance as stated in the "Insurance Requirements" upon contract award. Respondent must maintain insurance coverage for duration of contract with the DCSD, including all renewals.
18. Respondent should submit original and two copies of their response.
19. This project will be awarded subject to the availability of funds.
20. The DCSD reserves the right in its sole and complete discretion to reject any or all Bids and to waive technicalities and informalities. The DCSD anticipates that the contract will be awarded to the most responsive and responsible Respondent who provides the Bid that is within the budget parameters for the project and whose Bid response meets the requirements and criteria set forth in this ITB. In judging whether the Respondent is responsible, the DCSD will consider, but is not limited to consideration of, the following:

- a. Whether the Respondent or its principals are currently ineligible, debarred, suspended, or otherwise excluded from proposing or contracting by any State or Federal agency, department or authority.
 - b. Whether the Respondent or its principals have been terminated for cause or are currently in default on a public works contract.
21. The DCSD reserves the right to award these services in any way economically feasible or in the best interest for matching purposes.
 22. The DCSD reserves the right to request clarification of information submitted and to request additional information of one or more proposers.
 23. The DCSD reserves the right to (i) reject any and all Bids in their entirety, for any reason, (ii) award the contract to the most qualified applicant as determined solely by the School System at its discretion and/or (iii) award the contract to another independent review firm if the selected firm does not execute a contract within 30 days after the award of the Bid.
 24. The acceptance of a Bid shall be subject to the execution of a definitive agreement between the parties. Any agreement or contract resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the DCSD and shall contain, at a minimum, applicable provisions of this Invitation to Bid ("ITB"). The DCSD reserves the right to reject any agreement that does not conform to this ITB and to any DCSD requirements for agreements and contracts.
 25. The DCSD assumes no responsibility or obligation to the Respondents and will make no payment for any costs associated with the preparation or submission of a Bid.
 26. All Bids submitted become the property of the DCSD.
 27. The DCSD standard terms for payment shall be Net 30 days from the date of delivery of goods or services, or date of receipt of correct invoice, whichever is later. All payments will be made in accordance with the DCSD's policies and procedures.
 28. The contract shall be governed by the laws of the State of Georgia, regardless of any conflict of law or rules that would require an application of the laws of another jurisdiction. Venue and jurisdiction shall be proper only in the federal and state courts located or serving the Douglas County, Georgia, area.
 29. The contract will terminate absolutely and without further obligation on the part of the DCSD on June 30, 2018, and at the close of each succeeding calendar year unless renewed in accordance with the terms of this Agreement.
 30. Notwithstanding the foregoing, the contract will terminate absolutely and without further obligation on the part of the DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. The contract will automatically renew for additional one year terms, not to exceed five (5) years, unless the DCSD provides written notice to Respondent of its decision not to renew the contract sixty (60) days prior to the end of the calendar year.
 31. Either party may, without cause and for any reason, terminate the Contract at any time upon giving sixty (60) days written notice to the other party.
 32. Respondents agree to waive any claims they have or may have against the DCSD, its employees, agents, members, representatives and legal counsel, arising out of or in connection with the: (1) administration, evaluation, recommendation or selection of any bid or qualifications; (2) waiver of any representations under the bid or documents; (3) approval or rejection of any bid or qualifications; and (4) award of a contract.
 33. While on campus, Respondents will comply with DCSD policies and regulations. All DCSD policies, regulations and handbooks can be located on the DCSD website at www.douglas.k12.ga.us.

Respondents understands and accepts all Standard Terms and Conditions as it pertains to this Invitation to Bid:

Respondent Signature

Date

VI. SCOPE OF WORK AND REQUIREMENTS

ITB 19-008 School Bus Lease/Purchase Financial Services

A. PROJECT SCOPE

The Douglas County School District has issued this Invitation to Bid for the purpose and intent of obtaining Bid responses from qualified firms to provide lease financing for 64 (sixty-four) 2018 model-year school buses for County wide School District use by the Douglas County School District Transportation Department. Through the issuance of this Invitation to Bid ("ITB" and/or "Bid"), the School District is seeking a Company to finance a school bus lease/purchase program with a one dollar (\$1.00) buy out for the school buses. Vehicles included will be (44) Bluebird BBCV 3303, (10) Bluebird BBCV 2610, and (10) Bluebird Mirco-Bird (2018 model) school buses. The buses will be purchased using the Georgia DOAS Statewide Contract pricing. Bid is to include all costs needed to provide School Bus Lease/Purchase Financial Services in accordance with the plans and specifications as outlined in this ITB package 19-008 entitled School Bus Lease/Purchase Financial Services.

B. LEASE – PURCHASE SPECIFICATIONS

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

LEASE-PURCHASE SPECIFICATIONS

1. Total Approximate Amount to be Financed: \$5,437,480

2. Terms:

- 2.1 Five year repayment schedule
- 2.2 Sixty monthly payments, to begin September 2018
- 2.3 Financing to be designated as Bank Qualified
- 2.4 Anticipated close date is August 2018

3. Escrow Account:

- 3.1 Anticipate funding and closing within 10 days of award
- 3.2 Interest not to accrue until escrow is funded
- 3.3 Expected delivery of equipment: July and August 2018

4. The following is required to be submitted with your bid:

- 4.1 Interest Rate on Lease
- 4.2 Proposed Payment Schedule
- 4.3 Name of Escrow Agent
- 4.4 Escrow Fee Schedule
- 4.5 Current Interest Rate on similar escrow accounts

PURCHASE OPTION

Lease payment schedules should be calculated to provide a one dollar (\$1) buy-out with the last lease payment. Upon receipt of the final payment by the lessor, the DCSD shall own the leased school buses free of all liens and encumbrances.

LEASE PRE-PAYMENT

During the term of the lease covered by this contract, the DCSD shall have the option to prepay the outstanding principal balance. As part of the Bid, Respondents should state any "penalty rate" which would be applied to the pre-payment of the outstanding lease. Respondent may elect to propose no penalty for pre-payment or Respondent may specify conditions under which the pre-payment penalty shall be waived. The DCSD will not accept any Bid which stipulates pre-payment penalties which the DCSD deems to be excessive

EXCLUSIVITY

The Agreement will not, in any way, convey exclusive financing rights to the Respondent will permit the DCSD to enter into other financing arrangements, including vendor financing, in addition to the financing to be provided under the Agreement. The DCSD will pursue such financing outside the Agreement in its discretion to the extent it can obtain more favorable terms and conditions.

SECURITY

A security interest in the vehicles will be granted, although title will remain with the Douglas County School District. The DCSD's obligations under the Lease Agreement will be subject to annual appropriation by the Douglas County Board of Education. Neither the DCSD's full faith and credit nor its taxing power will be pledged to the lease agreement and this obligation will not constitute a general obligation debt of the DCSD.

INTEREST RATE

The DCSD desires make lease payments based on a fixed interest rate using a percentage of an index. Each Respondent is asked to propose a percentage of an index for a five-year lease term.

ADDITIONAL COSTS

The DCSD does not expect to pay any attorney fees or other charges required by the lending institution derived from the closing activities in connection with the Lease Agreement. Any additional charges should be documented in detail in the Respondent's Bid. All costs to the School District, including interest as well as other charges, will be taken into account.

RESPONSIBILITIES OF THE DCSD

Care and Use of Buses: The DCSD shall use the buses in a proper manner, in compliance with all applicable laws and regulations, and at its sole cost and expense, service, repair and maintain the buses so as to keep the buses in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, and shall replace any material part of the buses as may from time to time become worn out, lost, stolen, destroyed, damaged or unfit for use. Any and all additions to or replacements of the buses and all parts thereof shall constitute accessions to the buses and shall be subject to all the terms and conditions of this ITB.

Insurance: The DCSD agrees to provide the insurance coverages under DCSD's insurance program.

PROPOSER FINANCIAL INFORMATION

Respondent must include with Bid response the following documentation and statements. Failure to provide the required submittals shall result in your firm receiving a "Fail" for the 'Financial Responsibility' criteria for the Bid Evaluation Criteria - Financial Statement/Capability.

In order for the DCSD to complete its financial review the following documentation is requested:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

VALUE ADDED

Please provide on a separate page and labeled any unique elements of your offer, not already specified or proposed that you believe will bring value to this contract. DCSD is sole determinant of the validity of the value to DCSD.

C. GENERAL INSTRUCTIONS

Point of Contact

This ITB is issued by the DCSD Business Services Department. The sole point of contact for this ITB shall be:

Becky Eigel, Assistant Director of Business Services
Douglas County School System
9030 Highway 5
Douglasville, GA 30134
Phone: 770-651-2376
Fax: 770-920-4026
Email: Becky.Eigel@douglas.k12.ga.us

Failure to restrict contacts/discussion regarding the ITB to the above name Coordinator will be deemed a serious breach of process and may, at the DCSD's sole discretion, result in disqualifying the violating party's firm from further consideration in this ITB opportunity. Additionally any unauthorized contact with members of the School Board or System employees by a Respondent or a Respondent's representative concerning this Bid may result in the disqualification of the Respondent.

Interpretation and Clarification

No oral interpretation or clarification will be made to any firm or any individual as to the meaning of the ITB document. Requests for interpretation or clarification shall be made in writing (fax or email will be acceptable) and delivered to the ITB Coordinator on or before 2:00 PM EST on Friday, July 13, 2018. The DCSD will respond in writing to all clarification requests by posting questions and responses on the DCSD website under the Current Solicitations section of the Procurement webpage. All responses will be posted by 5:00 pm EST on Monday, July 16, 2018. No questions other than written will be accepted and no response other than written will be binding upon the DCSD.

ITB Number

The DCSD has assigned the following ITB identification number to this document. This number should be referenced in all communications regarding the ITB.

ITB 19-008**D. CHANGES OR MODIFICATIONS**

Changes or modifications to this Invitation to Bid made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Respondents are to acknowledge receipt of addenda in the space provided on the cover page of this Invitation to Bid. Oral communications are not a part of the Bid documents. This ITB and any addenda shall be incorporated, by reference, into any resulting contract.

E. ERRORS AND OMISSIONS

If, due to an error or omission in the design or specifications, where a particular detail or component is required, thereby resulting in a change order for the project, the Respondent shall be responsible for the additional cost(s) in order to meet the full intent of the scope of work.

F. NON-APPROPRIATION OF FUNDS

It is understood and agreed between the parties herein that the DCSD shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, the DCSD shall immediately notify the Successful Respondent of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to the DCSD of any kind whatsoever.

G. WARRANTY/GUARANTEE

Successful Respondent guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by the DCSD. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Respondent or Successful Respondent's workmen are responsible, to the building or equipment, to Successful Respondent's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Respondent free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Successful Respondent shall make any such replacement immediately upon receiving notice from the DCSD.

H. TIME IS OF THE ESSENCE

Time is of the essence in this Contract. Successful Respondent expressly acknowledges that in the performance of its obligations, the DCSD is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Successful Respondent and may sustain substantial losses by reason of untimely performance.

VII. PRESENTATION/DEMONSTRATION

If in the DCSD's opinion, Respondent presentations or demonstrations of the Respondent's proposed system's features and capabilities are warranted, the DCSD will notify the appropriate Respondents. Such presentation or demonstration will be at the DCSD site at a date and time mutually agreed to between the DCSD and Respondent and will be at the Respondent's expense.

VIII. RESPONDENT PRICING SHEET

Invitation to Bid: 19-008
School Bus Lease/Purchase Financial Services

RESPONDENT _____

SUMMARY OF LEASE/PURCHASE TERMS:

Loan Principal Amount:	\$5,437,480.00
Loan Period (Lease Term):	60 Months (5 Years)
Loan Date:	
First Payment Date:	
Final Payment Date:	
Interest Rate:	%
Monthly Payment Amount:	\$
Total 5 Year Finance (Interest) Charges:	\$
Other Costs, if any (describe):	\$
Name of Escrow Agent:	
Escrow Fee Schedule:	
Total Amount of ALL Payments Over the 5 Year Period:	\$

****Please provide an amortization schedule supporting the amounts shown above****

Respondent Signature

Date

Email Address

IX. BID RESPONSE FORM

**Invitation to Bid: 19-008
School Bus Lease/Purchase Financial Services**

We propose to furnish and deliver any and all of the deliverables and/or services named in the attached Invitation to Bid (ITB) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the ITB.

We further agree to strictly abide by all specifications, terms and conditions contained in the ITB, all of which are made a part hereof. Any exceptions are noted in writing and included with this Bid.

It is understood and agreed that this Bid constitutes an offer, which when accepted in writing by the DCSD, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the DCSD.

It is understood and agreed that we have read the DCSD's specifications shown or referenced in the ITB and that this Bid is made in accordance with the provisions of such specifications. By our written signature on this Bid, we guarantee and certify that all items included in this Bid meet or exceed any and all such DCSD specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specification.

It is understood and agreed that this Bid shall be valid and held open for a period of ninety (90) days from Bid opening date.

The Total Contract Value for ALL Requirements including All Equipment, Materials, Deliveries, Installation, Training and any other costs Associated with this Contract as outlined on the **Pricing Schedule Cost** page.

Respondent Name: _____

Authorized Signature _____

Print Name _____ Date _____

BID SIGNATURE AND CERTIFICATION

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, Respondent, or person submitting a Bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Bid and certify that I am authorized to sign this Bid for the proposer. I further certify that the Official Code of Georgia Annotated, Sections 45-10-20 et.seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name _____

Email _____

DOUGLAS COUNTY SCHOOL SYSTEM

BUSINESS SERVICES OFFICE
P.O. BOX 1077, DOUGLASVILLE, GA 30133
770-651-2000 FAX 770-920-4026

In order to conduct business with and/or receive payments from the Douglas County School System, the following information is required. Failure to provide this information may result in delayed payments.

VENDOR # _____

To Be Completed by Douglas County School System

RESPONDENT INFORMATION FORM

SCHOOL/DEPARTMENT REQUESTING VENDOR BE ADDED

DCSS Employee #
(if applicable)

Employee's Location

Company or Business Name: _____

(Refer to instructions on the bottom of page.)

Individual Name: _____

Federal ID or Social Security Number: _____

AND DUNS # _____

(Please use 9 digit standard format: FEIN XX-XXXXXXX or SSN XXX-XX-XXXX)

PURCHASE ORDER MAILING ADDRESS and CONTACT INFORMATION:

Street address: _____

include building/suite number

City: _____

State: _____

Zip Code: _____

Phone: _____

Fax: _____

Web Site: _____

Contact Name: _____

(Local Representative in Atlanta Area)

E-Mail Address: _____

Cell Phone: _____

Contact Name: _____

(Someone we may contact if we cannot reach the local representative.)

E-Mail Address: _____

Cell Phone: _____

Account/Contract #:

Discount

Shipping Terms

REMITTANCE ADDRESS and CONTACT INFORMATION (if different from address listed above)

Street address: _____

include building/suite number

City: _____

State: _____

Zip Code: _____

Phone: _____

Fax: _____

Contact: _____

Doing Business As: Corporation LLC Sole Proprietorship Partnership Individual

Educational Governmental US Citizen/Resident Non-Resident Alien Other

INSTRUCTIONS

• *Sole Proprietors* : Must enter your individual name (as shown on your social security card) on the Individual Name line.

You may enter your business or "doing business as" name on the Business Name line. For the Taxpayer Identification Number, enter either your Social Security Number or the Federal Employer Identification Number of the business.

• *Business Name* : Enter the name of the entity as it is listed with the IRS on the Form SS-R, Application for Employer Identification Number. This name should be consistent with the name used on tax returns.

**DOUGLAS COUNTY SCHOOL SYSTEM
RESPONDENT INFORMATION FORM**

VENDOR _____

How long have you been in business? _____

Do you currently do business with Douglas County School System? _____

In what capacity? _____

List other school systems you currently service _____

CONFLICT OF INTEREST POLICY

Does any Officer, Director, Owner or Partner in this company have a relationship with the Douglas County School System?

YES NO

- The types of relationships include:
1. A spouse/partner or minor child is employed by the Douglas County School System.
 2. A financial relationship with a Douglas County School System employee.
 3. A personal relationship with a Douglas County School System employee.

If yes, please state the NAME and RELATIONSHIP to individual:

Does any Officer, Director, Owner or Partner in this company hold a position at any Douglas County School System department or school?

YES NO

If yes, please state the NAME and RELATIONSHIP to individual:

GEORGIA IMMIGRATION REFORM AND CONTROL ACT

***** In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, OCGA 13-10-90 et. seq., (collectively the "Act") the Vendor ("Contractor") MUST INITIAL the statement applicable to Contractor below; and Contractor must immediately notify DCSS in writing if the affirmations below change:

(a) _____ (Initial here): Contractor warrants that, Contractor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Contractor further warrants and agrees Contractor shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq.; **[Contractors who initial (a) must attach a Contractor Affidavit and Agreement]**;

OR

(b) _____ (Initial here) Contractor represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A. 13-10-90 et al. and thus does not have to comply with the foregoing Georgia law.

VENDOR APPLICATION VERIFICATION

The undersigned certifies that the information contained herein is correct. I understand that misrepresentation may be cause for removal from the qualified vendor list and any other penalties allowed by law. Further, I affirm that this company's employment practices do not discriminate because of age, race, creed, color, sex, national origin, religion, or disability.

I also understand that the Douglas County School System is on a Net 30 day payment schedule and that payment will not be made until 30 days after the date of invoice and/or receipt or completion of goods and services.

VENDOR SIGNATURE (Typing your name certifies information is correct.)

TITLE

PHONE

DATE

DCSS OFFICE USE ONLY	CONFLICT OF INTEREST	VERIFIED LICENSED IN STATE OF GEORGIA	VERIFIED NOT LISTED ON EPLS LIST	VERIFIED WORKER'S COMP INSURANCE	GA IMMIGRATION REFORM ACT
(Form Revised 7/16/2014)	DATE ENTRY APPROVED	DATE ENTERED INTO MUNIS	DATE DENIED	DATE REQUESTOR NOTIFIED	

**DOUGLAS COUNTY SCHOOL SYSTEM
COMMODITY CODE LIST**

Vendor Name:			
CODE	AUDIO/VISUAL	CODE	EDUCATION AND INSTRUCTION
803	Sound Systems & Accessories	23355	Kilns and Furnaces
840	Television Equipment	493	Laboatory Equipment, Chemistry
84027	Television Equip-Carts/Stands	495	Laboatory Equipment, Biology
84030	Television Equip-DVD/TV Combos	580	Musical Instruments
84067	Television Equip-Video Camera Recorders	71505	Publications and AV-Audio Cassettes
84068	Televisiont Equip-VCR/DVD/TV Combos	71510	Publications and AV-Books
880	Visual Education Equipment	71512	Publications and AV-Reference
88043	Visual Education Equip-Projection Screens	71535	Publications and AV-Electronic
	Other Audio/Visual	71590	Publications and AV-Video Cassettes
CODE	AUTOMOTIVE	785	School Equipment and Supplies
055	Automotive Accessories	78515	School Equipment-Dry Erase Boards
060	Automotive Maintenance Items	78589	School Equipment-Special Education
065	Automotive Bodies, Accessories	78590	School Equipment-Test & Test Scoring Devices
070	Automotive Vehicles		Other Education and Instruction
075	Automotive Shop Equipment	CODE	FOOD/NUTRITION
405	Fuel, Oil, Grease & Lubricants	019	Agricultural Crops and Grains
863	Tires and Tubes	090	Bakery Equipment, Commercial
	Other Automotive Miscellaneous	165	Cafeteria Equipment, Commerical
CODE	COMMUNICATIONS	240	Cutlery, Dishes, Flatware, Glassware, Etc.
725	Radio Communication, Telephone	245	Dairy Equipment and Supplies
72574	Radio Communication, Two-Way Radio	370	Food Processing Equipment and Supplies
	Other Communications	375	Foods, Bakery Products (Fresh)
CODE	CONSTRUCTION	380	Foods, Dairy Products (Fresh)
135	Bricks and Other Clay Products	385	Foods, Frozen
150	Builder's Supplies	390	Foods, Perishable
155	Buildings and Structures	393	Food, Staple Grocery
210	Concrete and Metal Culverts	740	Refrigeration Equipment and Accessories
	Other Construction		Other Food/Nutrition
CODE	CUSTODIAL	CODE	FURNITURE
085	Bags, Bagging, Ties, Erosion Control Equip.	420	Furniture - Cafeteria, Library, School
365	Floor Maintenance Machines	425	Funiture - Office
485	Janitorial Supplies, General	42553	Lockers, Storage
48550	Door Mats, All Types		Other Furniture
640	Paper and Plastic Products Disposable	CODE	LIBRARY
	Other Custodial	125	Bookbinding Supplies
CODE	EDUCATION & INSTRUCTION	525	Library and Archival Equipment
050	Art Equipment and Supplies		Other Library
232	Crafts, General		

	CODE	MAINTENANCE		CODE	SERVICES
	010	Acoustical Tile, Insulating Materials, Supplies		906	Architectural Services, Professional
	025	Air Compressors & Accessories		907	Architectural Services, Non-Professional
	031	Air Conditioning & Heating Supplies		909	Building Construction Services, New
	28550	Light Bulbs		910	Building Maintenance and Repair Services
	295	Elevators and Escalators		91039	Janitorial/Custodial Services
	330	Fencing		912	Construction Services, General
	335	Fertilizers & Soil Conditioners		915	Communication and Media Services
	340	Fire Protection Equipment		918	Consulting Services
	360	Floor Covering		91838	Consulting Services-Education and Training
	445	Hand Tools, Accessories & Supplies		91843	Consulting Services-Environmental
	450	Hardware and Related Items		924	Educational Services
	515	Lawn Maintenance Equipment		925	Engineering Services, Professional
	540	Lumber and Related Products		926	Environmental Services
	57M	General Maintenance		946	Financial Services
	59595	Wood Chips and Bark, Composted		953	Insurance, All Types
	630	Paint and Related Products		956	Library Services
	635	Painting Equipment and Accessories		96115	Vending, Concessions, Catering Services
	66M	Locks and Doors		966	Printing and Related Services
	670	Plumbing Equipment and Supplies		96896	Water & Wastewater Treatment Services
	770	Roofing		971	Real Property Rental or Lease Services
	801	Signs, Sign Materials		981	General Equipment Rental or Lease Services
	885	Water and Wastewater Chemicals		985	Office Equipment Rental or Lease Services
	895	Welding Equipment & Supplies		98854	Lighting Services for Athletic Fields
		Other Maintenance		989	Sampling and Testing Services
					Other Services
	CODE	OFFICE		CODE	TECHNOLOGY
	310	Envelopes, Plain or Printed		204	Computer Hardware-Microcomputer
	395	Forms, Computer		206	Computer Hardware-Mainframe
	600	Office Machines, Equipment & Accessories		207	Computer Accessories and Supplies
	60082	Shredders, Paper		208	Computer Software-Microcomputers
	615	Office Supplies, General		209	Computer Software-Mainframe
	620	Office Supplies, Pens, Pencils, Etc.		287	Electronic Components & Replacement Parts
	645	Paper			Other Technology
		Other Office			
	CODE	SAFETY AND ATHLETICS			OTHER CATEGORIES NOT CLASSIFIED ABOVE
	200	Clothing, Athletic Uniforms			
	345	First Aid and Safety Equipment			
	420004	Auditorium/Stadium Seating			
	650	Playground Equipment			
	805	Sporting Goods, Athletics			
	860	Tickets, Coupon and Sale Books			
		Other Safety and Athletics			

DOUGLAS COUNTY SCHOOL SYSTEM

DOUGLASVILLE, GEORGIA
BUSINESS SERVICES OFFICE

E-VERIFY DOCUMENTS (Page 1 of 4)

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT, AS AMENDED BY THE
ILLEGAL IMMIGRATION REFORM ACT OF 2011, O.C.G.A. 13-10-90, ET AL.**

TO ALL PROSPECTIVE SUPPLIERS:

If you are providing services to the Douglas County School System, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your quote/bid/proposal.

- 1) The Douglas County School System shall comply with the Georgia Security and Immigration Compliance Act, as amended, Act O.C.G.A. 13-10-90 et. seq.,
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. 13-10-90 et. seq., (collectively the "Act") the Supplier ("Supplier") **MUST INITIAL** the statement applicable to Supplier below:
 - (a) _____ ***(Initial here)*** Supplier warrants that, Supplier has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Supplier further warrants and agrees Supplier shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq; OR
 - (b) _____ ***(Initial here)*** Supplier represents and warrants that it has no employees and does not intend to hire employees to perform contractual services and thus has provided a U.S. state-issued driver's license or ID card in lieu of an affidavit if, which license or ID card was issued by a State that verifies lawful immigration status before issuing the license of ID card. If my status changes I will, before hiring any employees, immediately notify the System in writing and provide all affidavits required. (Complete the Affidavit of No Employees); OR
 - (c) _____ ***(Initial here)*** Supplier represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A. 13-10-90 et al. and thus does not have to comply with the foregoing Georgia law.
- 3) _____ ***(Initial here)*** Supplier will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Supplier with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq.
- 4) _____ ***(Initial here)*** Supplier agrees that, if Supplier employs or contracts with any subcontractor in connection with the covered contract under the Act and DOL Rule 300-10-1-.02, that Supplier will secure from each subcontractor at the time of the contract the subcontractor's name and address, the employee-number applicable to the subcontractor, the date the authorization to use the federal work authorization program was granted to subcontractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.2.; and the subcontractor's agreement not to contract with subcontractors unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.
- 5) _____ ***(Initial here)*** Supplier agrees to provide the Douglas County School System with all affidavits of compliance as required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08 within five (5) business days of receipt.
- 6) _____ ***(Initial here)*** Supplier is a foreign company and therefore not required to provide the affidavit as required by O.C.G.A. § 13-10-90 *et seq.* Supplier must comply with any other laws required to perform services in the United States, including but not limited to having an appropriate visa.

Company Name / Supplier Name

Title of Authorized Officer or Agent of Supplier

Date

DOUGLAS COUNTY SCHOOL SYSTEM

DOUGLASVILLE, GEORGIA
BUSINESS SERVICES OFFICE

E-VERIFY DOCUMENTS (Page 2 of 4)

RESPONDENT AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Respondent verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

- (1) The individual, firm, or corporation ("Supplier") which is contracting with the Douglas County School System has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
- (2) Supplier's correct user identification number and date of authorization is set forth herein below.
- (3) Supplier agrees that the Supplier will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Douglas County School System, unless at the time of the contract said subcontractor:
 - (a) is registered with and participates in the federal work authorization program;
 - (b) provides Supplier with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
 - (c) agrees to provide Supplier with notice of receipt and a copy of every subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Supplier agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the Douglas County School System at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.
- (4) Supplier further agrees to and shall provide Douglas County School System with copies of all other affidavits or other applicable verification received by Supplier (i.e.: subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

Company Name / Supplier Name

BY: _____
Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Supplier

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20_____

Notary Public

My Commission Expires

DOUGLAS COUNTY SCHOOL SYSTEM

DOUGLASVILLE, GEORGIA
BUSINESS SERVICES OFFICE

E-VERIFY DOCUMENTS (Page 3 of 4)

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

- (1) The undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with _____ (name of Respondent), which has a contract with the Douglas County School System.
- (2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
- (3) Subcontractor's correct user identification number and date of authorization is set forth herein below.
- (4) Subcontractor agrees that the Subcontractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Douglas County School System, unless said subcontractor:
 - (a) is registered with and participates in the federal work authorization program;
 - (b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
 - (c) agrees to provide Subcontractor with notice of receipt and a copy of every subcontractor Affidavit or other permissible verification procured by subcontractor at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other applicable verification to the Supplier at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

Company Name / Sub-contractor Name

BY: Signature of Authorized Officer or Agent (of Subcontractor)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public

My Commission Expires

DOUGLAS COUNTY SCHOOL SYSTEM

DOUGLASVILLE, GEORGIA
BUSINESS SERVICES OFFICE

E-VERIFY DOCUMENTS (Page 4 of 4)

AFFIDAVIT OF NO EMPLOYEES

The undersigned, in connection with a proposed contract or subcontract with the Douglas County School System for the physical performance of service in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that:

- (a) I am a sole proprietor.
- (b) I do not employ any other persons.
- (c) I do not intend to hire any employees to perform the Contract.
- (d) A true, correct and complete copy of my driver's license is attached hereto.
- (e) If at any time hereafter I determine that I will need to hire employees to satisfy or complete the physical performance of services under the Contract then before hiring any employees, I will:
 - (i.) immediately notify the School System in writing; and
 - (ii.) register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended; and
 - (iii.) Provide the School System with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

Print Company Name / Name of Sole Proprietor

BY: Signature of Authorized Officer/Agent

Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public

My Commission Expires

[Attach copy of driver's license]

XI. REFERENCE SHEET

Must be completed by all firms and returned with the Invitation to Bid response. References must be from customers (at least three (3) public school systems in Georgia) for whom your firm has provided a similar scope of work during the past twenty-four months.

1. _____
Company Telephone Number/Name of Contact Person

Address, City, State, Zip Code

Scope of Work Completed Email

2. _____
Company Telephone Number/Name of Contact Person

Address, City, State, Zip Code

Scope of Work Completed Email

3. _____
Company Telephone Number/Name of Contact Person

Address, City, State, Zip Code

Scope of Work Completed Email

4. _____
Company Telephone Number/Name of Contact Person

Address, City, State, Zip Code

Scope of Work Completed Email

5. _____
Company Telephone Number/Name of Contact Person

Address, City, State, Zip Code

Scope of Work Completed Email

XII. ITB CHECKLIST

**ITB 19-008
School Bus Lease/Purchase Financial Services**

The following items must be completed and submitted with your Bid in order for your response to be considered. Please refer to Sections XIII: Bid Submittal Requirements, and XVI: Preparation of Bids for complete Bid instructions.

- Acknowledgement of any Addenda
- ITB Instructions – Signed
- Standard Terms and Conditions – Signed
- Respondent Information (if not already an approved DCSD Vendor)
- Georgia Security and Immigration Compliance Act OCGA 13-10-90
- Contractor Affidavit and Agreement
- Subcontractor Agreement (*if applicable*)
- Affidavit of No Employees (*if applicable*)
- Reference Sheet
- Bid Response Form – Signed
- Copy of Annual Reports, Financial Statements, D&B, and Credit Rating Reports
- Amortization Schedule Included
- Original Bid and two copies included in package

Company Name: _____

Respondent Signature: _____

Email Address: _____

Date: _____