



RFP NO: 26-001

HIGH SCHOOL FURNITURE - DESIGN, DELIVERY AND INSTALLATION

Advertisement/Legal Notice

Date: August 26, 2025

REQUEST FOR PROPOSALS (RFP)
HIGH SCHOOL FURNITURE - DESIGN, DELIVERY AND INSTALLATION
RFP NO: 26-001

Echols County Schools (“ECS”) solicits proposals for the design, delivery and installation of furniture, furnishings and cabinetry at the new Echols County High School in Statenville, Georgia. **Detailed scope, specifications and specific duties are more specifically described in Section F**

Questions regarding the Request for Proposal process should be directed to Vince Hamm, Superintendent via email at vince.hamm@echols.k12.ga.us. Only questions received by **September 15, 2025, by 4:00 p.m. will be considered.**

All proposals must be received by **September 26, 2025 by 2:00 p.m.** local time. Proposals received after the date and time specified will not be considered.

Sealed proposals must be submitted to Echols County Board of Education, C/O Dr. Vince Hamm, 216 US HWY 129 North, Statenville, GA 31648 in a sealed envelope which shall be clearly marked RFP No. 26-001 with the Offeror name and address clearly printed or typed on the outside of the envelope. The proposal shall include one (1) original and one (1) copy.

The Offeror is responsible for ensuring that they have complete Proposal Documents including all Addenda provided by the Owner, prior to the proposal submission date.

An award, if made will be to the most responsible and responsive proposer submitting a proposal deemed by ECS, in ECS’s sole discretion, to be in the best interest of ECS based on the evaluation factors. ECS reserves the right to reject all proposals and to waive technicalities and informalities.

[Advertisement for Request for Proposals]



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PROPOSAL DOCUMENTS

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- B. Proposal: Terms & Conditions
- C. Proposal Submission Instructions and Requirements
- D. Award
- E. Proposal Forms
- F. Detailed Scope of Work, Specifications, Terms & Conditions

Exhibits:

- Exhibit 1 Offeror Information Form and References
- Exhibit 2 Offeror Response Form
- Exhibit 3 Contractor Affidavit & Agreement - Georgia Security & Immigration Compliance Affidavit



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SECTION A. - SUMMARY

1. GENERAL INFORMATION AND PURPOSE

1.1 General Information: Echols County School System (“ECS”) is a small K-12 public school system located in Statenville, Georgia about 18 miles east of Valdosta. We are home to approximately 855 Kindergarten through 12th grade students.

1.2 Purpose: ECS seeks proposals for design, delivery and installation of furniture, furnishings and cabinetry for the new Echols County Schools High School located at 100 Wildcat Circle in Statenville, Georgia.

2. SCOPE OF WORK

2.1 The overall scope of work is to provide design, delivery and installation of furniture, furnishings and cabinetry for the new Echols County High School at the location listed above. The scope of work includes design elements for furniture selection and placement.

2.2 Specific requirements and specifications are set out in **Section F** hereinbelow.

3. ESTIMATED TIMELINE

RFP Posted/Released: August 26, 2025

Voluntary Pre-Proposal Conference: September 5, 2025 at 11:00 AM

(Echols County Board of Education, 216 US Hwy 129 N, Statenville, GA 31648)

Deadline for Written Questions: September 15, 2025 by 4:00 PM

Proposals Due: September 26, 2025 by 2:00 PM

Vendor Presentations (If needed): October 8, 2025

Recommendation to Board/Award: October 14, 2025

Contractor Begins Work: May 1, 2026

4. CONTRACT PERFORMANCE PERIOD:

4.1 If awarded, the contract performance period will commence on October 15, 2025 and end on October 14, 2026. In addition, ECS shall have the option to renew the contract for four (4) additional one-year terms. Renewals shall be based on the calendar year and shall depend upon funding, contractor performance, and agreement by both parties.

4.2 In compliance with State of Georgia law, O.C.G.A. 20-2-506, the contract shall terminate absolutely and without further obligation at the close of the calendar year. The contract shall automatically renew, unless positive action is taken by the school system, and shall terminate at the end of the contract period.



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5. ECS REPRESENTATIVE:

The ECS Representative for this solicitation is:

Dr. Vince Hamm, Superintendent
Echols County Schools
216 US Hwy 129 North
Statenville, GA 31648
vince.hamm@echols.k12.ga.us

[END OF SECTION]



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SECTION B. - PROPOSAL: GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

This solicitation is a Request for Proposal (RFP) and is a “competitive sealed proposal” process. This Section provides Offerors instructions on proposal conditions, requirements, and procedures in order to submit a proposal. There is no PUBLIC OPENING OF THE PROPOSALS.

1.1 Requests For Information

Offeror shall thoroughly examine and be familiar with the Proposal Documents. If upon inspection and examination by Offeror there is any existing provision, condition, matter or thing, or condition or requirement of the Work which Offeror does not completely understand, Offeror shall submit an inquiry to **Vince Hamm, Superintendent** via email at **vince.hamm@echols.k12.ga.us**.

No oral interpretations will be made to Offerors as to the meaning of proposal documents.

All correspondence (including without limitation questions and clarifications) during the entire proposal process shall be made in writing to the Owner Contact/Representative. During the entire period of solicitation, proposal and evaluation, no Offeror shall contact any member or employee of ECS concerning this solicitation. Such action could result in the Offeror being removed from further consideration in this solicitation.

1.2 Addenda

Addenda inform of any changes issued prior to the opening of the Proposals that modify or clarify the Scope of Work. Additionally, interpretations of proposal documents will be made by Addenda only. ECS will not be responsible for any other interpretations or explanations. Failure on the part of the Offeror to review Addenda prior to submission of the Proposal shall not relieve the Offeror of the obligation to execute such Work in accordance with the Addenda.

Addenda issued to solicitations will be available at ECS offices located at 216 US Hwy 129 North, Statenville, GA 31648 and on the ECS web at www.echols.k12.ga.us under public notices. Each Addendum will be numbered, dated and identified with the Project number.

Any Addenda issued in writing during the time of solicitation shall be included in the proposal, and each Addendum will be incorporated in the subsequent contract.



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1.3 Assignment

By the submission of a proposal, the Offeror agrees not to assign the proposal or any resulting contract to others unless specifically authorized in writing by the Superintendent for ECS.

1.4 Additional Terms Not Binding

ECS shall not be bound by any terms and conditions included in any Offeror's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation or any ensuing contract. If the Offeror objects to any term or condition that shall relate to a contract resulting from this solicitation, the objection shall be clearly stated on a separate page entitled "Objection to Term or Condition" and placed in the proposal immediately after the executive summary.

If the objection is accepted by ECS it will be stated in the Contract. If not stated in the Contract the terms and conditions shall remain as written in the solicitation.

1.5 Compliance With Laws

All goods and/or services furnished in a Contract resulting from this solicitation shall comply with all applicable federal, state and local laws, codes and regulations. Offeror must be in full compliance with all applicable federal and state security and immigration laws including without limitation the Georgia Security and Immigration Compliance Act. Offeror is required to affirm Contractor's compliance by completing and returning the **Exhibit 3** the Georgia Security and Immigration Compliance Affidavit with the proposal.

All Offerors shall include a notarized affidavit stating with specificity any "trade secret" as the term is defined in O.C.G.A. § 10-1-761 to protect such confidential information from being automatically released under the Georgia Open Records Act (O.C.G.A. § 50-18-70 et. seq.), specifically O.C.G.A. § 50-18-72(a)(34).

1.6 Purchasing Policy

By participation in this solicitation an Offeror, potential Offeror, or Contractor agrees to be bound by the ECS purchasing policy and any ancillary regulations on any issue or action related to this solicitation or subsequent contract resulting from this solicitation.



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1.7 Insurance

Within five (5) business days following receipt of Award Letter, the Contractor shall provide a current certificate of insurance on the following terms and coverages. Contractor shall maintain the insurance in force throughout the Term of the contract, including any extensions and renewals thereof.

1.7.1 Commercial/Comprehensive General Liability

- a. \$1,000,000 Bodily Injury Per Person
- b. \$1,000,000 Bodily Injury Aggregate Limit
- c. \$ 500,000 Property Damage Per Occurrence
- d. \$1,000,000 Property Damage Aggregate Limit

1.7.2 Comprehensive Automobile Liability Policy

- a. \$1,000,000 Property Damage Per Occurrence

1.7.3 Worker's Compensation and Employers' Liability

- a. \$ 500,000 Bodily Injury Per Person

1.7.4 Umbrella Excess Liability

- a. \$ 5,000,000 Per Occurrence

1.7.5 ECS must be named as an additional insured under all of the policies (other than the Worker's Compensation and Employers' Liability policy).

1.7.6 ECS shall be given no less than thirty (30) days' notice of cancellation of any insurance.

1.7.7 Companies providing the insurance shall have a Best's rating of not less than A, and a Best's Financial Size Category not less than size VII.

1.8 Taxes.

ECS is exempt from all local, state and federal taxes. Pricing submitted by Offeror shall not be subject to increase due to taxes.

1.9 Criminal Background Checks; On-Site Requirements

All Contractor's personnel, employees, contractors, consultants, subcontractors and Contractors providing services on ECS premises must be fingerprinted, submit to and pass a criminal record check prior to providing on-site services, all at the sole cost of the Contractor. While working on ECS premises, each individual shall wear a company uniform identifying the company name.

[END OF SECTION]



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SECTION C. - PROPOSAL SUBMISSION INSTRUCTIONS AND REQUIREMENTS

1. PROPOSAL SUBMISSION FORMS AND REQUIREMENTS

Offeror is required to provide all information requested in the Request for Proposal, Submission Instructions and Requirements, including without limitation the information required in this Section C. Offeror is also required to complete and submit the following documents as part of its sealed proposal. These documents are also referenced in **Section E – Proposal Forms**:

- Exhibit 1 Offeror Information Form (with copy of Offeror local or state business license or permit attached) and References
- Exhibit 2 Offeror Response Form and Unit Pricing Proposal
- Exhibit 3 Contractor Affidavit & Agreement - Georgia Security & Immigration Compliance Affidavit

Offerors shall utilize a complete set of Proposal Documents in preparing a proposal. The failure or omission of Offeror to receive any Proposal Document, form, instrument, Addendum, or other document shall not relieve Offeror from any obligations with respect to the Proposal and/or Contract.

2. FORM OF PROPOSALS

2.1 Please include a title on each page of your RFP and the number of pages to ensure proper identification.

2.2 Begin each section on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then each page containing such information must be stamped “proprietary.” It is not acceptable to label the entire proposal as confidential and proprietary.

2.3 All proposals shall be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial corrections in ink.

2.4 All proposals shall be completed in their entirety, and the failure to complete the Proposal Documents in their entirety may result in the proposal being deemed non-responsive.

Blanks: All blanks shall be completed by filling in the requested information; the proposal may be deemed non-responsive if this requirement is not met.

Erasures: The submitted proposal shall not contain any erasures, deletions or other corrections unless each such correction is authenticated by affixing in the margin



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immediately opposite the correction the signature or signatures of the person or persons signing the proposal.

Modifications: Changes in, or additions to the proposal, recapitulations of the proposed Work upon, alternative proposals, or any other modifications of the form which is not specifically called for in the Proposal Documents may result in the proposal being deemed non-responsive.

2.5 An authorized officer of the Offeror company shall sign the proposal. Offeror shall complete the proposal form according to the following:

2.5.1 The firm name or name style of the Offeror shall agree with Offeror Business License.

2.5.2 Proposal shall be signed by Offeror or an individual on behalf of the Offeror and only a handwritten signature shall be acceptable.

2.5.3 Successful Offeror may be required to furnish a letter setting forth the organizational structure of Offeror and further describing the firm members and those persons authorized to sign legal documents.

2.6 The proposal shall include one (1) original and one (1) copy. The price proposal shall be submitted in a separate sealed envelope from the technical proposal.

3. COVER LETTER WITH EXECUTIVE SUMMARY.

An cover letter with executive summary should be provided, signed by a representative authorized to legally bind the Company and should include the following:

3.1 Company's information, including the full legal name of the company (include any dba names); headquarters and parent company locations.

3.2 Company's mailing address, contact person, telephone number for the primary contact person, and email address.

3.3 The name of the principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf.

4. EVALUATION AND SELECTION CRITERIA

ECS, at its discretion, may award the Contract to the responsible and responsive consultant submitting the proposal which is deemed to be the most advantageous to the ECS. The following requirements shall be provided and comprise the



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evaluation criteria the ECS will consider in determining which proposal is most advantageous to ECS:

4.1 Company Qualifications and Experience:

- 4.1.1 Provide your full Company name & d/b/a (if any), address, State of organization/incorporation, federal tax identification number, DUNS number.
- 4.1.2 Please provide a copy of your Company's business license.
- 4.1.3 Describe your Company's experience and qualifications in providing goods and services similar to the requested scope of work.
- 4.1.4 Provide, as references, the names of at least three (3) local/Georgia clients you have provided similar services in the last five (5) years. Please include the following:
 - a. Client's/Owner's Company Name
 - b. Address
 - c. Contact Person Information
 - d. Phone and Email Addresses
 - e. Description of Services provided for the listed Client/Owner

4.2 Design and Selection Services; Warranty.

- 4.2.1 Describe any design selection and/or placement services your Company provides.
- 4.2.2 Provide a portfolio of proposed furniture and furnishings for the new ECS high school with material, color and fabric samples if available.
- 4.2.3 Provide information on the warranties provided by your Company and warranty terms for purchased furniture and furnishings.

4.3 Business Stability:

- 4.3.1 Describe the financial status of the Company.



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4.3.2 Disclose if Offeror has ever defaulted on a contract or been denied a proposal due to non-responsibility or inability to perform; and if so, please provide the fact and circumstances.

4.3.3 List all judgments and litigation current pending against the Company, if any.

4.4 **Cost Proposal/Price:** Provide pricing on the attached unit pricing form.

5. EVALUATION

5.1 Proposals will be evaluated by ECS officials based on the factors set out in Section 4.1 through 4.4. The evaluation factors shall be scored by the following percentages totaling to a maximum score of 100. A determination of competitive range may be made during the evaluation process. Offerors determined to be in the competitive range, be deemed to be “responsible Offerors,” may be asked to engage in discussions, negotiations and revisions, and be asked to provide a Best and Final Offer (BAFO):

FACTOR	POINTS
Qualifications & Experience	15
Design & Selection Services; Warranty	30
Business Stability	15
Cost Proposal	40
Highest Possible Score	100

5.2 Optional oral presentations/interviews and product demonstrations may be required before the final selection and award. Additional points for oral presentations/interviews and product demonstration will added to the Offeror’s total score. ECS reserves the right to request Offeror to provide samples at or prior to the oral presentation/interview and product demonstration.

Oral presentations/interviews and product demonstrations (if applicable) Scoring Value:
Maximum Points: 15

5.3 ECS reserves the right during the evaluation process to contact Offerors who submit proposals and request additional information or clarification necessary to complete the evaluation.



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6. WITHDRAWAL OF PROPOSALS

A proposal cannot be withdrawn after it is delivered to ECS, unless Offeror makes a request in writing to ECS prior to the time set for receiving proposals, or unless the ECS fails to accept or reject the proposal within ninety (90) days after the date fixed for receiving said proposals.

7. MODIFICATION OF PROPOSAL

If Offeror claims to have made a clerical error in its proposal, Owner must receive a written request for release from offer within five (5) business days after the submission of the proposal. In this request, Offeror must certify under penalty of perjury and indicate the date of proposal and Project name. The request must also contain: a request to be released from proposals; a detailed explanation of the error; the amount of the error; the offer amount if the error had not been made; and, the original unaltered estimating sheets the offer was based on.

8. RESERVATIONS OF RIGHTS; TERMINATION OF SOLICITATION

ECS reserves the right to accept or reject any or all proposals and to waive any or all irregularities or technicalities. Owner reserves the right to take whatever actions which, in its sole judgment, it deems to be in the best interests of the ECS. The judgment of the Owner on such matters shall be final.

In any event in which this solicitation is terminated or cancelled, in whole or in part, or in which all proposals are rejected, there shall be no liability on the part of ECS for any costs incurred by Offerors or potential Offerors in relation to the solicitation.

[END OF SECTION]



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SECTION D. - AWARD

1. CATEGORIES OF AWARD

The Award will be made on an “All or None” basis.

2. AWARD

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

ECS acceptance of a proposal will be evidence by the issuance of an Award Letter. ECS will transmit an Award Letter or reject all proposals. Within five (5) business days after receipt of the Award Letter, Offeror shall submit to ECS the following:

2.1 One (1) executed certificate of insurance on the terms, conditions and requirements set out in Section B; and

2.2 Any other required document(s) specified in the Award Letter.

If Offeror submits all items as required by the Award Letter within the specified time frame and if all such items comply with the requirements of the Proposal Documents and are acceptable to ECS, then the Contract shall be effective on the date of the Award Letter.

3. CONTRACT

The Contract shall consist of this RFP, (including all exhibits thereto), all Addenda, Vendor’s Proposal as modified by the BAFO (if any), any Vendor exceptions or additional terms accepted by ECS in writing if any, and the Award Letter. The Contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

4. PROPOSAL PROTEST

This section describes the mandatory administrative procedure whereby Offerors may challenge contracts or awards. ECS will process proposal protests in a timely and consistent manner to assure that all Offerors are accorded equal consideration for the award of contracts.

Protests dealing with the specifications, or the solicitation shall be filed not later than three (3) working days prior to the proposal due date. Other protests shall be filed not later than three (3) working days after the proposal due date, or if the protest is based on subsequent action of the Owner, not later than three (3) working days after the aggrieved person knows



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or should have knowledge of the facts giving rise to the protest. Protests are considered filed when received by the ECS Superintendent. Issues not raised in the initial protest may be deemed waived at the discretion of ECS. Protests which are not filed in a timely manner, as set forth above, will not be considered.

ECS reserves the right to continue with the award, notwithstanding a protest, if it finds, in its sole determination, that continuing with the work is in the public's best interest.

Protests should be sent by Certified U.S. Mail, overnight delivery or hand delivery to the Superintendent at the address set forth in Section A. The outside of the envelope should clearly state "Proposal Protest" in large bold letters.

Protests will be deemed received when they are physically received by the Superintendent. ECS will review and evaluate all proposal protests and base the decision on the merits of the protest. A written response will be provided by ECS with all findings and ANY specified remedies within ten (10) business days of the receipt of the protest.

[END OF SECTION]



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SECTION E. - PROPOSAL FORMS

1. ORIGINAL PROPOSAL FORMS FOR USE BY OFFERORS

1.1 Request for Proposal; Submission Instruction and Requirements - Response must be provided to all requested information.

1.2 Fill out and submit the following original proposal documents in your proposal:

1.2.1 Offer Information Form (attach copy of business license) with References

1.2.2 Offeror Response Form

1.2.3 Georgia Security and Immigration Compliance Affidavit

1.3 The selected Offeror shall fill out and submit the following forms within five (5) business days after receipt of the Contract Award Letter:

1.4 Certificate of Insurance (form as provided by Offeror's insurer)

1.5 Any other document requested in the Award Letter

[END OF SECTION]

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**SECTION F. - DETAILED SCOPE OF WORK,
SPECIFICATIONS, TERMS & CONDITIONS**

1. DETAILED SCOPE OF WORK/SERVICES. (Minimum Requirements)

ECS seeks a vendor to assist in selecting, delivering and installing furniture, furnishings and cabinetry for the new ECS high school. Furniture and furnishings shall include, without limitation, tables, chairs, stools, classroom desks, laptop stands, teacher desks, teacher chairs, conference tables, and filing cabinets all on as needed basis.

Furniture	Quantity	Details
Student Desks	375	24"x18" Hard plastic top, no basket, adjustable height, seat not attached, gray top
Student Chairs for desks and computer labs	460	Black, hard plastic, stackable, adult height
Science Lab Stool/Chairs	30	Adjustable height to fit 36" table, with back, black
Family Consumer Science Tables	6	30"x72", 35" height, Stainless metal, with shelf
Family Consumer Science Chairs	30	Adjustable height 24"-28", hard plastic seat with footrest, black
Student tables (2 person)	20	24"x44" rectangular, adjustable
Student tables (6 person)	10	30"x72" rectangular, adjustable
Art Tables	5	42" x 60" rectangular, black laminate top
Teacher desks	25	30"x 60" double pedestal, metal frame, black
Teacher desks	6	24"x 48" pedestal, metal frame, black
Teacher chairs	36	Rolling, cushioned with mesh back, with arms, pneumatic height adjustable, black
Teacher lectern	25	Pneumatic, height 29"-43", four wheels with locking castors
Teacher filing cabinet	25	Black, 4 drawers, lockable, metal
Conference table	1	Rectangular

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Conference table chairs	8	Rolling, cushioned, with arms, adjustable
Principal suite	1	Desk, seating, office chair
Counselor suite	1	Desk, seating, office chair

2. SPECIFICATIONS, SPECIAL TERMS & CONDITIONS

2.1 Design and Selection; Samples. Vendors shall provide a portfolio or presentation of proposed furniture and furnishing for the new ECS high school with material, color and fabric samples if available. Vendors shall also provide information on the design and selection process.

2.2 Pricing.

All unit prices shall be FOB Destination, “inside delivery” and shall include at a minimum delivery, unloading, unboxing, assembly placement in designated areas and the removal and off-site disposal of all waste materials (e.g. boxes, packing materials, etc.).

2.3 Delivery.

2.3.1 Vendor shall ensure all items are delivered to ECS locations already assembled and ready for installation or must be assembled and installed immediately upon arrival. Vendor may not have items shipped by a third party to ECS location for storage to be assembled and installed at a later time/date. Any such deliveries may be refused with redelivery required at Vendor’s expense.

2.3.2 Vendor must provide adequate qualified staff and supervisors as necessary to complete all assembly and installation within the agreed upon allotted time. Qualified supervision from vendor is required during all deliveries and installations.

2.3.3 Vendor shall manage all aspects of planning delivery and installation including without limitation the following:

- a. Vendor must provide adequate staff and tools to unload delivery vehicles.
- b. Ordered items are to be placed at the designated location within the room. Weight on furniture carts should be evenly distributed to avoid damaging the floors, doors and walls. Cart wheels should be commercial grade hard rubber swivel wheels at a minimum of 3”. Steel wheels are prohibited.



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- c. Installation shall be per manufacturer's specifications.
- d. Removal of all debris, cardboard, packing material, etc. shall be done on the same day as delivery. Disposal must be in accordance with applicable federal, state and local regulations/laws.

2.3.4 Work under this contract shall not be assigned or subcontracted without ECS's prior written consent.

2.4 Installation and Assembly.

2.4.1 All work related to delivery and installation must be completed according to a schedule meeting the need of ECS. Installation, assembly and related work shall all be done during normal school hours. If access is needed at other times (weekends, late hours, etc.) arrangements must be made at least 48 hours in advance with the designated ECS representative at no extra charge.

2.4.2 Delivery and installation of all items will be done using extreme caution. Vendor shall use protective materials, padding and coverings as appropriate. Vendor shall take necessary precautions to protect doors, frames, and flooring. Any damage by Vendor's personnel or subcontractor to any ECS building, equipment, structure, furniture, fixture or item shall be repaired or replaced by Vendor at Vendor's expense prior to final payment.

2.4.3 Vendor shall ensure students are kept away from the area while work is in progress.

2.4.4 Assembly shall include full assembly such that the furniture or item is ready for end-user use following assembly.

2.5 Personnel

2.5.1 Vendor must provide a single point of contact assigned to ECS

2.5.2 Vendor's personnel shall have ECS identification badges prominently displayed at all times while performing work at ECS facilities.

2.5.3 Vendor's personnel will maintain a professional appearance and demeanor at all times with students, staff, administrators and visitors.

2.6 Warranty



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2.6.1 Vendor must provide warranty and warranty information.

3. GENERAL TERMS & OTHER AGREEMENTS

3.1 Compliance With All Laws.

The Vendor represents and warrants that it is in compliance with and shall continue to comply with all federal, state and local Laws effective where the Services will be provided, and agrees to pay all fees, permits, taxes, including sales and use taxes, and expenses connected with such compliance, and also to pay all taxes imposed by any federal, state or local Laws for any employment insurance, pensions, old age retirement funds, or any similar purpose. Vendor also represents that it is appropriately licensed and trained and shall maintain all qualifications and professional certifications necessary or appropriate to perform the Work, and shall ensure that each of its employees, subcontractors and any other person providing Services for ECS are appropriately licensed and trained and shall maintain all qualifications and professional certifications necessary or appropriate to perform the Services.

3.2 Assignment. Vendor may not subcontract or assign the contract or purchase order to others unless specifically authorized in advance in writing by ECS.

3.3 Pricing. Contract pricing shall remain fixed throughout the Term and all renewals. If unforeseen conditions outside of Vendor's control arise, then Vendor may request a price escalation by submitting a fully documented request (i.e., documentation from suppliers illustrating the necessity to implement price increases). Request for price increases, without documentation, shall not be considered. Such escalation shall not exceed a five percent (5%) increase. The Superintendent will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons. If for any reason the Vendor has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. ECS and the Vendor will have the option to discuss and make adjustments to the requested increase. If either party declines approval of the adjustments, the Contract will be considered cancelled on the scheduled expiration date of the contract.

3.4 Payment The Vendor shall invoice ECS on a monthly basis or if payment is to be made by line item, when a single line item has been satisfactorily delivered complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last. All invoices shall show contract number, work performed and period of work performance.

3.5 Termination for Default:

3.5.1 In the event any property or service to be furnished by the Vendor under a contract or purchase order should for any reason not conform to the

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specifications contained herein or to the sample submitted by the Vendor with his proposal, ECS may reject the property or service and may terminate the contract for default.

- 3.5.2 Prior to a termination for default, an Vendor will be given the opportunity to respond to a “cure notice” and/or a “show cause notice”. In either case the Vendor will be expected to either correct the offending situation or provide an acceptable plan and time frame for correction within five (5) days of receipt or refusal of either notice. Failure to do so will be cause for termination.
- 3.5.3 In such event with specific instructions by the Superintendent, the Vendor shall immediately remove the property without expense to ECS and replace all rejected property with such property or services conforming to the specifications or samples.
- 3.5.4 If the contract is terminated for default, ECS may procure such property or services from other sources and shall have the absolute right to deduct from any monies due the Vendor or that may thereafter become due to the Vendor, the difference between the contract price and the actual cost of the property or service to be replaced or substituted in addition to the reasonable cost of ECS staff time spent securing substitute(s) at \$18/hour. Price paid by ECS in such event shall be the prevailing market price at the time the substitute purchase is made.
- 3.5.5 Failure by an Vendor to perform on delivery of goods or services as specified may also result in the removal of the Vendor from doing business with ECS for a period of up to one (1) year.

3.6 Termination for Convenience

ECS reserves the right to terminate for convenience, at any time for any reason with no penalty, any contract awarded through this solicitation by providing the Vendor with thirty (30) days written notice.

3.7 Permits, Taxes, Licenses, Bonds, Ordinances, And Agreements

The Vendor shall, at his own expense, obtain all necessary licenses, permits and bonds; give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. The Vendor shall maintain the licenses, permits and bonds required in a current status after award and throughout the course of the contract.



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The Vendor shall agree that in the performance of the contract, they shall comply with all local agreements which they have made with any association union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

3.8 Non-Appropriation

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Vendor by ECS solely from appropriations received by ECS. In the event such appropriations are determined in the sole discretion of the Chief Financial Officer of ECS no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of ECS (hereinafter referred to as “Event”) in accordance and as set forth in O.C.G.A. § 20-2-506(b)(2). In such Event, the Chief Financial Officer of ECS shall certify to the Vendor the occurrence thereof, and such certification shall be conclusive.

In the event of ECS certification, ECS agrees not to replace, before the end of the fiscal year in which the Event occurs or before the expiration of this agreement, whichever occurs first, the equipment and/or services covered hereunder with equipment and/or services obtained from another Vendor at the same or higher annual cost to ECS.

3.9 Independent Contractor Status

Vendor agrees that it is an independent contractor and ECS is not responsible for the payment of any salaries, taxes, health insurance, benefits or other costs associated with the provision or workers by Vendor employees under this Agreement. ECS is not responsible or liable for the hiring, termination, or discipline of Vendor’s employees.

All workers utilized by Vendor to perform work for ECS (“assigned workers”) are intended by the parties to be the common law employees of Vendor and not of ECS. As such, Vendor is responsible for: (a) providing workers’ compensation and general liability insurance coverage with respect to the assigned workers, (b) providing assigned workers with compensation and benefits and contributing to Federal Social Security, state unemployment, and other required funds through payroll; (c) complying with all obligations under the Affordable Care Act (“ACA”); and (d) verifying that all assigned workers are legally eligible to work in the United States under Federal immigration laws. Vendor retains sole and exclusive liability for all contributions, taxes, payments, obligations and tax filings required to be made for the assigned workers under all applicable federal or state income tax laws, unemployment and workers’ compensation acts, social security acts, the ACA and



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other such legislation; and Vendor shall fully indemnify ECS for any failure by Vendor to comply with such laws.

ECS is not responsible or liable for the hiring, termination, or discipline of Vendor's employees. If there are allegations of misconduct involving one or more of Vendor's employees connected to any work under this Agreement, ECS reserves the right to require the Vendor to remove promptly any of Vendor's employees from ECS' premises pending the resolution of the employee misconduct. Vendor agrees to promptly comply with any such request from ECS and to cooperate in any investigation with ECS. The failure to cooperate with ECS may result in the termination of the agreement or non-renewal of any agreement with the Vendor, which will be determined by ECS' sole discretion.

3.10 Force Majeure

ECS shall not be responsible for any delay or failure of any other obligations hereunder due to any occurrences commonly known as force majeure, including but not limited to, acts of God, war, acts of terror, labor disputes, strikes, lockouts, civil commotion, pandemic, epidemic, international trade disputes, or acts of government or government agency or officers.

3.11 Non-Discrimination

The Vendor, by the submission of a proposal or the acceptance of an order or contract, agrees to provide the goods and services covered under the proposal or contract not to discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex, or any other legally protected status.

3.12 ECS Non-Discrimination

ECS does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any legally protected status in any of its employment practices, education programs, services or activities.

3.13 Drug-Free Workplace

By submission of a proposal, the Vendor certifies that Vendor and its personnel will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Vendor's employees during the performance of the contract. The Vendor also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or



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violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such Vendor.

3.14 Rights and Remedies

The rights and remedies of ECS provided herein shall not be exclusive and are in addition to any other rights and remedies provided by Federal law, Georgia law or under the contract.

3.15 Special Stipulations - Mandatory

The following special stipulations are binding upon Vendor and ECS, and may not be modified or amended.

3.15.1 Governing Law. This solicitation and any contract arising out of the solicitation shall be interpreted under governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such state. Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Echols County, or in the U.S. District Court, Middle District, Atlanta Division. Vendor consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in Echols County and to the personal jurisdiction of such courts, and waives any objections Vendor may now or hereafter have based on venue or forum non conveniens.

3.15.2 Prohibitive Agreements. To the extent required by applicable law, any provision contained in any Vendor document that violates the prohibition against a pledge of credit by ECS, or requires ECS to expend funds for purposes other than educational purposes, or constitutes a waiver of ECS' sovereign immunity, or constitutes an illegal gratuity, or requires ECS' indemnification of Vendor is null and void.

3.15.3 Confidentiality, Privacy, And Security. The Vendor's personnel, employees, agents and subcontractors may have access to or become aware of ECS's confidential information including without limitation ECS's employee data, student data, and other such information of ECS (collectively referred to as "ECS Data"). Vendor shall presume that all information received pursuant to the contract or in the course of fulfilling Vendor's responsibilities under the contract is confidential information unless otherwise expressly designated by ECS. Should Vendor receive ECS Data as part of its services, Vendor must preserve and protect the confidentiality of ECS Data and prevent unauthorized disclosure and use of

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ECS Data, as required by this Agreement and state and federal law. Vendor will only use ECS Data for the purposes of the services contemplated in this proposal. ECS Data shall not constitute that information that is already public, has been completely and thoroughly anonymized or deidentified, or anonymous usage data regarding a student's use of Vendor's products or services.

3.15.4 Open Records Act. Vendor acknowledges and agrees that ECS is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Vendor agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 *et. seq.*), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Vendor shall provide ECS with immediate notice should Vendor receive an Open Records Request. If Vendor asserts that any information in its response or in any information provided to the ECS with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Vendor must follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

3.15.5 Indemnity and Hold Harmless. The Vendor shall hold harmless and indemnify ECS, its past, future and current Board of Education, and its past, future, and current employees, agents, volunteers or assignees ("ECS Indemnitees") from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Vendor or Vendor's subcontractors; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any parts thereof provided by Vendor or any subcontractor; (c) the failure of the Vendor or Vendor's subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Vendor or Vendor's subcontractor; (e) any security breach involving data in Vendor's or Vendor's subcontractor's possession, custody or control, or for which Vendor or Vendor's subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Vendor's action(s) or inaction(s), or which are the result of any subcontractor's action(s) or inaction(s) who is hired or retained by the



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Vendor; (g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this proposal (collectively the “Obligations”) and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under this contract. The Vendor’s Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance.

3.15.6 Georgia Security and Immigration Compliance Act

Vendor’s full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is required.

Pursuant to O.C.G.A. § 13-10-91 no Contractor or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. Any Contractor, subcontractor, or sub-subcontractor of such Contractor or subcontractor, shall also be required to satisfy the requirements set forth herein.

3.15.7 Criminal History Background Check

Vendors awarded contracts resulting from this solicitation shall ensure prior to the onset of the contract, that criminal *history* background checks are performed on all personnel assigned to perform Services. Vendors shall not employ for the Services of ECS. The Vendor shall ensure that all persons hired to perform services for this contract after the contract has begun, shall undergo a criminal history background check, and be deemed eligible to perform services for ECS, prior to the employee starting work.

Note: The Vendor shall provide to ECS the names of all personnel assigned to perform services for ECS, prior to the start of work.

3.16 DAMAGE, THEFT, ILLEGAL OR INAPPROPRIATE CONDUCT

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The Vendor shall be responsible for repairing or replacing, to the satisfaction of ECS , any damage caused by any willful or negligent act of its personnel. The Vendor is also liable for any theft proven to be either committed by its personnel or made possible by willful or negligent action of its personnel. The Vendor must reimburse any costs incurred by ECS due to illegal or inappropriate conduct by the Vendor's employees. Such costs shall include, but are limited to the following: Re-keying or restoring of locks; service charges levied by security alarm vendors, law enforcement agencies or security companies in response to false alarms; payments to law enforcement agencies or security companies for investigations of conduct that prove inappropriate or illegal conduct by the Vendor's personnel; and replacement costs of items missing or damaged, due to conduct of Vendor's personnel.

3.17 Records, Information and Data.

3.17.1 Retention – Vendor shall retain all its internal books, records, and documents related to this contract in accordance with generally accepted accounting principles and procedures – which shall sufficiently and properly document and calculate all charges billed to the ECS during the term of the contract – for a period of at least five (5) years following the date of final payment hereunder or the completion of any audit, whichever is later. Records to be maintained include both financial records and service record.

3.17.2 Access – Vendor shall permit ECS to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records of the Vendor relating to orders, invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located, during normal business hours. Vendor shall not impose a charge for audit or examination of Vendor's books and records and, if an audit discloses incorrect billings or improprieties, the ECS reserves the right to charge Vendor for the cost of the audit and any other appropriate reimbursements.

3.17.3 Data - All ECS data and property in Vendor's control or possession shall be returned to ECS within ten (10) days following the termination or expiration of the contract at Vendor's sole cost.

[END OF SECTION]



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Exhibit 1

OFFEROR INFORMATION FORM AND REFERENCES

(This form must be completed and returned with your response)

Full Company Legal Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Name for Solicitation: _____ Title: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

Contact Name for Contract: _____ Title: _____

Type of Entity: ____ Corporation ____ LLC ____ Sole Proprietorship

Company Web Site: _____ State of Organization: _____

EIN/Taxpayer ID Number: _____

Please attach a copy of your Georgia business license



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OFFEROR REFERENCE FORM

(This form must be completed and returned with your response)

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Note: do not use Echols County Schools as a reference.

References for: _____
(Company Name)

1. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone: (____) _____ Fax: (____) _____

E-mail: _____

Provide the scope of work and date of project: _____

2. Company: _____

Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone: (____) _____ Fax: (____) _____

E-mail: _____

Provide the scope of work and date of project: _____

3. Company: _____

Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone: (____) _____ Fax: (____) _____

E-mail: _____

Provide the scope of work and date of project: _____

Exhibit 2RFP NO: 26-001**HIGH SCHOOL FURNITURE - DESIGN, DELIVERY AND INSTALLATION****OFFEROR RESPONSE FORM**

(This form must be completed and returned with your response)

Company Name: _____

After careful examination of the solicitation document in its entirety, **ECHOLS COUNTY SCHOOLS FURNITURE SERVICES** and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

UNIT PRICING IS ATTACHED.

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP) for the unit pricing attached. The price or prices offered herein shall apply for the period stated in the RFP. We understand and agree the Proposal constitutes an offer, which when accepted, and subject to the terms and conditions of such acceptance, will constitute a valid and binding Contract between the undersigned and the Echols County Schools ("ECS"). The Contract shall consist of this RFP, (including all exhibits thereto), all Addenda, Vendor's Proposal as modified by the BAFO (if any), any Vendor exceptions or additional terms accepted by ECS in writing (if any), and the Award Letter. The Contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia. We further agree, if awarded a contract, to deliver goods, supplies and services which meet or exceed ECS's specifications.

For consideration of this Proposal, the undersigned hereby affirms that:

1. He/she is a duly authorized official of the offeror,
2. The Proposal is being submitted on behalf of the offeror in accordance with any terms and conditions set forth in this document,
3. The offeror will accept any awards made to it as a result of the Proposal submitted herein for a minimum of ninety (90) calendar days following the date of submission,
4. The Proposal constitutes an offer, which when accepted, and subject to the terms and conditions of such acceptance, will constitute a valid and binding Contract between the undersigned and the Echols County Schools ("ECS").

The undersigned acknowledges and incorporates each applicable Addenda number listed below in their response:

Check all that apply: No. 1 __, No. 2 __, No. 3 __, No. 4. __

If notified in writing by mail or delivery of the acceptance of the award, the undersigned agrees to furnish and deliver to ECS within five (5) business days of the request, a certificate of insurance indicating the coverage's specified within this solicitation. The Contract shall be effective upon date of the Award Letter.

By submitting a proposal, Company certifies that the proposal has been made independently, without collusion or undue influence of any kind or nature.

Respectfully submitted,

Company Name_____
Address_____
Authorized Company Representative Name_____
Authorized Company Representative Signature_____
Title_____
Date



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Exhibit 2 - Unit Pricing

DESCRIPTION	MANUFACTURER	UNIT PRICING

Exhibit 3

CONTRACTOR AFFIDAVIT AND AGREEMENT Georgia Security and Immigration Compliance

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

(1) the individual, firm, or corporation (“Contractor”) which is contracting with the Echols County School District 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) Contractor’s correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Echols County School District, unless at the time of the contract said subcontractor:

- (a) is registered with and participates in the federal work authorization program;
- (b) provides Contractor 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 Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor 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 Echols County School District within five (5) business days after receiving the said Affidavit or verification.



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(4) Contractor further agrees to and shall provide Echols County School District with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) within five (5) business 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 / Contractor Name

Date

BY: Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____