REQUEST FOR PROPOSAL
RFP #14-03

PAYROLL – COLLECTION AGENCY SERVICES - DISTRICT

SAN DIEGO COMMUNITY COLLEGE DISTRICT
3375 CAMINO DEL RIO SOUTH, ROOM # 270
SAN DIEGO, CA 92108

EDWARD L. COOK, BUYER
PURCHASING AND CONTRACT SERVICES
cook@sdccd.edu
(619) 388-6562
(619) 388-6893 (FAX)
PROPOSAL COVER PAGE

The San Diego Community College District (hereinafter referred to as “District”) is requesting sealed bids for a requirements agreement to engage Collection Agency Services. The agreement term shall be for a one (1) year period, with two, one (1) year optional renewal periods. The initial agreement period will be from August 23, 2013 through August 22, 2014.

The District is an accredited institution serving an estimated 100,000 students each semester and is comprised of three, two-year colleges and six, Continuing Education campuses throughout San Diego County.

Sealed proposals will be received until 10:00 a.m., Friday, June 21, 2013.

Optional Pre-Proposal Conference will be held on Tuesday, June 11, 2013 at 9:30 A.M. at:

San Diego Community College District
3375 Camino Del Rio South, Room 245
San Diego, CA  92108

All inquiries for information should be directed in writing to:

Edward Cook, Buyer/Supervisor
Purchasing and Contracts Services
San Diego Community College District
3375 Camino Del Rio South, Suite #270
San Diego, CA  92108-3883
ecook@sdccd.edu

The proposal should be mailed or delivered directly to:

San Diego Community College District
Purchasing and Contract Services
Attention: Edward Cook, RFP #14-03
3375 Camino Del Rio South, Suite #270
San Diego, CA  92108-3883

Offer and Agreement:

In compliance with this Request for Proposal #14-03, and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm: ____________________________Date____________________
Print Name: ______________________________
Signature in Ink of Authorized Representative Title: _________________________________
Address: _____________________________________Zip Code___________
Telephone Number: (___) ______________ Email:
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I. OVERVIEW

The San Diego Community College District is seeking sealed Proposals from qualified firms who can provide professional Collection Agency Services. All of the items listed within this solicitation will be used for administrative purposes at the San Diego Community College Payroll Department.

The District is an accredited institution and is comprised of three college sites throughout San Diego County as well as six continuing education locations.

The anticipated memorandum of understanding (“MOU”) as drafted by the District shall be for a ONE (1) year term from the Date of Award. In addition, The District shall be able to extend the MOU for TWO (2) one-year option periods, at the District’s discretion, by formal written notification to the Contractor.

A. Definition of Parties
The San Diego Community College District will hereinafter be referred to as “District”. That company’s responding to this RFP shall hereinafter be referred to as “Proposer”. The Proposer to whom the MOU is engaged with the District shall hereinafter be referred to as “Contractor”.

II. INTENT

It shall be the intent of the District to award to the Proposer who fully understands that MOU terms, conditions and technical specifications do not fully identify nor completely define the District’s service requirements and satisfaction. The successful Proposer shall be expected to work closely with the District’s designated representative(s) to administer an effective and efficient program resulting in high overall customer satisfaction.

It shall be the District’s intent to select the Proposal which shall be most favorable in all respects, including scope, availability of products, goods and services offered, as well as price.

The resulting MOU shall be a summation of this Request for Proposal, addenda and the Offer.

Proposer’s Objectives

Proposers shall submit a detailed operational plan which demonstrates understanding of, and capability to assume responsibility for, collecting delinquent revenue for the District. The plan shall provide all details of the methods to be used to maximize successful collections, including initiating and continuing collection attempts within the guidelines set forth by Federal and State regulations regarding fair debt collection practices.

III. SCOPE OF RFP

The selected Contractor will serve the District’s Payroll Department. Order placement for any professional service shall be made to the Contractor via memorandum of understanding as initiated within the District’s Purchasing and Contract Services Department.

The District is not committing to the purchase of any specific items, services or quantities by issuance of this Request for Proposal (hereinafter referred to as “RFP”). The item descriptions and quantities contained within this RFP are provided for the purpose of evaluating services as proposed, and may not represent the actual quantities or configurations anticipated by the District upon award or in the future. The District shall bear no liability whatsoever for failure to require service.
Interested Proposers should review this document and contact the Purchasing Supervisor, Edward L. Cook, in written format ONLY with any questions. Submission of questions shall only be received via email at ecook@sdccd.edu. Submission of written questions shall only be received during the “Receipt of Questions” period. (Refer to the “Proposal Process Timeline” Section L on page 12 of this RFP).

Only information supplied by the District's Purchasing & Contract Services Office in writing or within this document should be used in preparing responses. All contact that a Proposer may have had before or after receipt of this RFP with any individuals, employees, or representatives of the District or any information that may have been read, seen, or heard regarding the collection activities by the District's Payroll Department should be disregarded in preparing responses.

FAILURE BY THE PROPOSER TO PROVIDE INFORMATION AS REQUESTED MAY RESULT IN THE PROPOSER'S RESPONSE BEING DEEMED NON-RESPONSIVE.

IV. GENERAL TERMS AND CONDITIONS

A. Response to Request for Proposal
All responses to this RFP must be recorded in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out, corrections inserted adjacent thereto, and initialed in ink by the person signing the offer. Oral changes to an offer will not be accepted.

A response must be separately recorded for each item. Prices must be stated in unit of issue specified within the solicitation. If the unit of issue specified does not represent the trade standard, or if Proposer’s standard unit of issue is different from the unit of issue specified by the District, the Proposer must properly note the firm's unit of issue within its response.

B. Submittal of Response
Each response must be received and marked as “ORIGINAL” in a quantity of one and two “COPIES” Proposals (three sets in total) in a separate, sealed envelope or carton with the District's solicitation number printed on the outside. Responses must be received and stamped in the District's Purchasing and Contract Services Office, Suite 270, by 10 AM, PDT, on FRIDAY, June 21, 2013. Any Proposal received after the scheduled time of opening or with insufficient postage shall be refused and returned to the Proposer unopened.

C. Alternate Offers
Proposer shall provide pricing on only one product for each solicitation item listed herein, and shall submit only one response. Alternate responses will not be considered. Proposer’s offering of more than one price per item as described may be disqualified on that particular item.

D. Changes after Opening
Proposer must verify their response’s before submission to the District. A response cannot be withdrawn after public opening. No response can be corrected or altered after being opened. The District will not be responsible for errors or omissions on the part of Proposers providing responses.

E. Designation of Subcontractors
In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each Proposer shall provide the name and
location of the place of business for each subcontractor who will perform work or labor or render services to the prime Contractor in or about the construction of the work or improvements to be performed under this contract. Only one subcontractor can be listed for each portion/task as is defined by the prime Contractor's response.

If the Proposer fails to specify a subcontractor for any portion of the work to be performed under the contract, the Proposer shall be deemed to have agreed to perform such portion, and shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original response shall only be permitted in cases of public emergency or necessity as so deemed by the District, and then only after a finding and thereafter reduced to writing as a public record of the District (see page 20).

F. Taxes
State and local retail sales tax, and use tax, if applicable, will be paid separately by the District and are not to be included within the response. The District is exempt from federal excise and transportation taxes. The District will provide its exemption number to the successful Proposer.

G. Failure to submit Proposal
Proposer’s who choose not to respond to this solicitation (RFP #14-03) may return the Optional No Proposal form. Proposer shall also briefly state the reason(s) for the decision to "NO PROPOSAL”. Failure to submit the form will result in removal of the Proposer’s name from the District's proposal list.

H. Withdrawal of Offers
Any Proposer may withdraw his or her response, either personally or by written request, at any time prior to the scheduled closing time for receipt of offers. (See page 12, paragraph “L”, “Proposal Process Timeline” for Proposal schedule closing dates and times).

Written requests for withdrawal of response must be sent to:

Edward L. Cook  
San Diego Community College District  
3375 Camino Del Rio South, Suite 270  
San Diego, California  92108  
ecook@sdccd.edu

I. Proposers Interested in More Than One Response
No person, firm or corporation shall be allowed to make or file more than one response for the same goods and services as described within this RFP document.

J. Affirmative Action Plan

K. Minority, Woman and Disabled-Veteran-Owned Business Enterprise Certification
All Proposers who conduct business with the District are required to file a "Minority, Woman and Disabled Veteran-Owned Business Enterprise Program Certification" form for the offering firm or any listed subcontractors as part of the response. Failure to provide the certification may result in the rejection of the proposal as non-responsive.
L. **Release of Information**  
Proposer’s providing response as a result of this solicitation will be notified of Purchasing and Contract Services recommendation for award to the District's Board of Trustees, in advance of the Board's decision. This will be the only information released after all offers are read aloud at the opening of the Proposal and before the District's Board of Trustees awards the MOU.

M. **Addenda**  
Any addenda issued by the District's Purchasing and Contract Services Department during the time of proposal or as part of the formation of proposal documents issued to the Proposer for preparation of proposal response shall also be made as part of the MOU.

The District will email or fax any published addenda to prospective Proposers to whom the District has sent proposal documentation.

All potential Proposers are encouraged to update their email address and/or fax number with the District’s Purchasing and Contract Services Department as needed.

N. **508 Rehabilitation Act of 1973**  
Contractor hereby warrants that the products or services to be provided under this MOU comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services, which is brought to its attention. Contractor further agrees to indemnify and hold harmless the San Diego Community College District, the Chancellor’s Office of the California Community Colleges, and any California community college using the Contractor’s products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this MOU.

O. **Response**  
Proposer shall submit a fully detailed response which shall adequately describe the advantages and benefits, when offering services other than or in addition to those referenced by the District on the solicitation.

V. **PERFORMANCE REQUIREMENTS**

1. At the District’s option and in its best interest, the District may add, delete, or modify items covered by this contract to take advantage of changing needs.

VI. **EVALUATION OF RESPONSES**

A. **Basis for Award and Evaluation Criteria**  
The specifications contained herein describe services considered acceptable to the District. Specifications considered to be equal may be submitted when authorized herein.

It is the responsibility of the Proposer to provide full documentation with the response to establish a claim of equal offering.

Specifications and descriptions which may contain additional or peripheral features at an additional cost may be identified by the Proposer on a separate sheet of paper which shall
include the initial description’s line item, description of the peripheral item, and per unit cost.

Review of all such documentation, examination of any response, and determination as to whether a response meets the specifications contained herein shall be made by the District. The opinion of the District shall be final.

Responses will be evaluated by the District to determine the most responsive, responsible submittal meeting terms, conditions, and requirements of the solicitation.

Upon discovery of any mathematical errors within the response by the District, the District will consider the per unit price response as the intended price and make the mathematical corrections.

B. Response Evaluation Criteria

This RFP process is being undertaken to enable the District to select one proposer that will provide the products and/or services that are the subject matter of this RFP. A review of the responsiveness of the submittals will be conducted to ensure that all requirements of the RFP have been met. District staff will evaluate responses to determine, responsive, and responsible Proposals meeting terms, conditions, and specifications of the solicitation.

Submittals will be evaluated on several criteria deemed to be in the District’s best interests, including but not limited to:

1. **Experience**
   The Proposer must have ability to provide the required services with the necessary professional qualifications for the satisfactory performance of the scope of work. The Proposer must show adequate, relevant experience that demonstrates a capable, working knowledge of all aspects within the scope of work as stated.

2. **References**
   The Proposer will provide three references, not including The San Diego Community College District, for which comparable work was performed within the past three years as listed in their experience above. Information on each.

   Reference should be verified by Proposer prior to submittal in order to ensure accurate information presented to the District. Proposer shall provide the name of the client, a contact name who knew of Proposer’s work, a telephone number, the nature of Proposer’s work, and the dates of association. Past quality of services, whether performed on schedule and within budget, will be evaluated. If Proposer provides more than three references, then the District will randomly pick three of the references.

3. **Operational Work plan**
   The Proposer shall provide a work plan best suited to the District, including staffing requirements, proposed resources, informational exchange process, licensing requirements and applicable laws which will be followed.

   The plan as submitted shall provide all details of the methods to be used to maximize successful collections, including initiating and continuing collection attempts within the guidelines set forth by Federal and State regulations regarding fair debt collection practices.

   *This solicitation will be awarded in its entirety to one Proposer.*
C. **Release of Information**  
Proposer’s who submit responses as a result of this solicitation will be notified of Purchasing and Contract Services’ recommendation for award to the District’s Board of Trustees in advance of the Board's decision. This will be the only information released after all proposals are read aloud, and before the District's Board of Trustees awards the contract.

D. **Method of Ordering**  
A memorandum of understanding will be issued as required and will serve as the award instrument(s) for the acquisition of products and services listed herein through the District’s Purchasing and Contract Services Department. This will be the only acceptable method of authorizing product purchases and/or work to be done.

E. **Inspection of Facilities**  
The District shall have the right to inspect the facilities and service areas of all Contractors, as well as their proposed subcontractors, along with those Proposer’s submitting responses prior to award of this contract. The purpose of such inspection is to determine the Proposer’s potential ability to perform under the terms of this solicitation.

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**VII LEGAL ISSUES**

A. **Acceptance of Offer**  
A Proposer’s response is subject to acceptance by the District at any time within ninety (90) days after opening of same, unless otherwise stipulated herein.

B. **Assignment of Contract**  
Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the items or services appearing in this solicitation; which he or she may be awarded; or any rights accruing there under; title or interest therein; funds to be received hereunder; or any power to execute the same without the prior written consent of the District.

Notice is hereby given, that the District will not honor any assignment made by the Contractor unless the District has consented thereto in writing.

C. **Cancellation of MOU**  
The District reserves the right to cancel the MOU resulting from this solicitation in its entirety upon thirty (30) days written notice at no cost except for products/services Rendered. Such cancellation shall generally be reserved for reasons as unsatisfactory service, reduction in District funding, reduction in course content or enrollment, or change in scope of District programs and/or policies.

D. **Excuse for Non-performance**  
Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided it is satisfactorily established that the non-performance is not due to the fault or negligence of the Contractor.

E. **Hold Harmless**  
Contractor agrees to indemnify and to hold free and harmless the District, its officers, employees and agents, from all loss, liability, damages, costs or expenses (including reasonable legal expenses, and court costs) that may or might at any time arise or be asserted against District, its officers, employees and agents, arising by reason of, in the
course of, or in connection with, the performance of this contract, including any loss, liability, damages, costs or expenses resulting from the sole negligence of the Contractor, or both Contractor and District, but excluding any loss, liability, damages, costs or expense resulting from the sole negligence of the District.

The indemnification shall include, but is not limited to, liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used under this solicitation and any resulting contract.

F. Penalties upon Default
In case of default of this contract by the Contractor, the District may procure the articles or services contained herein from other sources. The District may also deduct from any unpaid balance due the Contractor, or collect against the security or from the surety for the amount of any increased administrative costs and excess costs paid for items or services, with prices paid by the District being considered the prevailing market price at the time such purchase is made.

G. Right to Reject/Waive
The District reserves the right to reject any or all offers, or to waive any minor irregularities or informalities in any offer or in the solicitation process.

The District also reserves the right to waive minor variations in specifications and evaluate offerings and make awards considering the equipment and services being offered. Offers varying from District specifications in any major detail are not solicited and are automatically disqualified. The District's opinion shall be final.

H. Terms & Conditions Varying From Solicitation
Terms and conditions additional to or not identical to the terms and conditions contained herein are not solicited and may render the proposal non-responsive.

I. Worker's Compensation
In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his/her employees. Contractor shall sign and file with the District the following certification prior to performing the work under this contract:

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

The forms of certification are included as part of this RFP must be completed.

J. District Point of Contact
The District's point of contact for performance under this MOU will be identified when an award is made. All contractual issues (i.e., additions, changes, or interpretations) should be addressed to and authorized by the Manager of Purchasing and Contract Services, (619) 388-6562.

K. Access to District Facilities
The Contractor shall obtain permission from the District’s point of contact to enter offices to perform work under this MOU. The Contractor’s access to secured areas will be provided by appointment and coordinated by the District’s point of contact.
L. Anticipated Proposal Process Timeline

The following timetable illustrates important dates and events that pertain to this RFP. Any activity may be altered by the District, if necessary, as part of a thorough evaluation process.

All potential Proposers must obtain a parking permit prior to attendance of any scheduled event from the Purchasing and Contract Services Department.

**June 04, 2013**

**RFP documents are available**

Plans, specifications and other document forms, including proposal documents will be available. Prospective Proposers may also obtain pertinent proposal documents, including any addenda, as well as posted proposal results, at the District’s website: [http://bussrv.sdccd.edu/purchasing/](http://bussrv.sdccd.edu/purchasing/)

Direct any questions, concerning the RFP, documents or process **during the receipt of questions period ONLY** to Mr. Edward L. Cook at (619) 388-6562, fax (619) 388-6893, or email [ecook@sdccd.edu](mailto:ecook@sdccd.edu).

**June 10-12, 2013**

**Receipt of Questions**

It is recommended that respondents carefully read the Request for Proposal and submit questions for clarification or interpretation during the receipt of question period. Any oral communication concerning this RFP is not binding amongst any party or respondent to this RFP and shall in no way modify the RFP or the obligation of the District. **All communication shall be in writing during the question period ONLY.**

**June 11, 2013**

**Pre-Proposal Conference/Informational Exchange Meeting**

**Time:** 9:00-11:30 am

**Location:** San Diego Community College District
District Office Room 245
3375 Camino Del Rio South
San Diego, CA  92108

The Pre-Proposal Conference shall be **OPTIONAL.**

The purpose of the Pre-Proposal Conference shall be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the District’s intent and/or position. Any clarification requirement regarding this Request for Proposal or any apparent omission or discrepancy shall be presented to the District at this conference. The District shall determine appropriate action, if any. As required, the District shall issue a written addendum to this Request for Proposal following the Pre-Proposal Conference.
June 21, 2013  COMPLETED SUBMISSIONS DUE AND MUST BE RECEIVED BY 10:00 A.M.
Late submittals will be disqualified. Respondents must submit one original document plus two copies. Any information received after this deadline will be disregarded. Send Responses to:
San Diego Community College District
Purchasing and Contract Services
3375 Camino Del Rio South, Suite 270
San Diego, California  92108

June 21, 2013  Proposal Opening
Payroll-Collection Agency Services–District RFP#14-03
Responses shall be read aloud at 10:15 a.m. in Room 220 at the address listed above.

August 22, 2013  Anticipated Award

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VIII SUBMISSION REQUIREMENTS/CHECKLIST

The District reserves the right to reject any and all submittals that do not respond to all instructions in this RFP. Respondents are to submit their responses in accordance with this bid document. Respondents must submit the required number of sets of all requested information, including but not limited to the following:

- Addenda Receipt Acknowledgement
- Affirmative Action Certification
- Minority, Woman, and Disabled Veteran Owned Enterprises Certification
- Non-collusion Affidavit
- Proposal Cover Page
- References
- Statement of Exceptions
- Statement of Project Experience and Resources
- Statement of Proposer’s Operational Work plan
- Subcontractors Designation
- Subcontractors References
- Worker’s Compensation Certification

FAILURE TO PROVIDE THE REQUIRED ADDITIONAL RESPONSE DOCUMENTATION REQUIRED IN THIS REQUEST FOR PROPOSAL MAY RESULT IN THE PROPOSAL BEING DETERMINED NON-RESPONSIVE.
OPTIONAL FORM

NOTIFICATION TO DISTRICT OF “NO PROPOSAL”

TO: San Diego COMMUNITY COLLEGE DISTRICT
   Attn: PURCHASING AND CONTRACT SERVICES DEPT.
   3375 Camino Del Rio South, Suite 270
   San Diego, California  92108

FAX: 619.388.6893

RE: RFP #14-03 Payroll Collection Agency Services - District

The undersigned Supplier hereby notifies the District that it is submitting a “NO PROPOSAL” for the above numbered and titled proposal.

Supplier understands that the District will NOT mail, fax or otherwise transmit future addenda to this specific proposal upon receipt of this transmittal.

☐ Please keep the below named Supplier on the District’s prospective Proposer’s list for future proposals.

☐ Please remove the below named Supplier from future proposal’s as part of any future prospective Proposer’s list.

Supplier also understands that she may effectively withdraw this “No Proposal” notification by submitting a completed proposal in a sealed envelope to the District no later than the Proposal Closing Date and Time as stated in the Notice to Proposers. Any submitted proposal must be dated later than the date shown below and dated no later than the Proposal Closing Date, and all addenda must be acknowledged within the Proposal Form.

Name of Supplier: ________________________________________________________________

Address: _______________________________________________________________________

Phone: _______________________________ Ext. ________ Fax: ___________________________  

Printed Name: ___________________________ Title: ________________________________

Signature: _______________________________ Date: ________________________________