



## Invitation for Bid (IFB) 21IFB014 Bulk Engine Oil

Date	Event
July 28 & August 4, 2020	Dates of public notice
August 5, 2020	Due date for questions by 5:00 pm
August 11, 2020	Questions and answers posted on our website
<b>August 25, 2020</b>	<b>IFB opening / due date at 2:00 pm CST</b>

**Contact:**  
**Julie Bynum, Procurement Specialist**  
**Contract & Procurement Services**  
**Email: [julie.bynum@austinisd.org](mailto:julie.bynum@austinisd.org)**

Due to COVID-19 precautions and to prevent the spread of COVID-19, and in an effort to provide ongoing support and services for Austin ISD, the District has decided to accept bids for **21IFB014 Bulk Engine Oil** via email to: [julie.bynum@austinisd.org](mailto:julie.bynum@austinisd.org) no later than **TUESDAY, August 25, 2020 at 2:00 p.m. CST.**

To ensure a fair and transparent solicitation process and the integrity of submissions:

- All Bids submitted via email will not be opened until AFTER due date and time.
- Bids received via email after the specified due date and time shall not be considered.
- Firms must place the following information in the subject line of the email containing your submission:  
**21IFB014 Bulk Engine Oil / VENDOR NAME / SUBMISSION ATTACHED**
- Bids submitted via email should not exceed 20MB. If attachment is more than 20MB, please zip the file or separate it into two (2) attachments and email separate emails with the subject line above.
- Bids must still be submitted in the specified format and all Required Forms must be signed and submitted with emailed response.
- Submit questions via email to: [julie.bynum@austinisd.org](mailto:julie.bynum@austinisd.org)  
In the e-mail subject line, type: **Questions 21IFB014 Bulk Engine Oil**
- Questions & Answers and addenda will be posted on our website: [www.austinisd.org/cp/bids](http://www.austinisd.org/cp/bids)
- Please read the instructions regarding the virtual bid opening on the following page.

**VIRTUAL BID OPENING**

AISD Procurement will be hosting a virtual bid opening on August 25, 2020 at 2:00PM CST via Zoom. To join this meeting, click the link below or copy and paste into your browser, and follow the instructions from Zoom using the meeting ID and password provided:

Join Zoom Meeting

<https://us02web.zoom.us/j/3274220749?pwd=R3p2TkIzS1VpRmJRWndpd3Y1VGRRUT09>

Meeting ID: 327 422 0749

Passcode: 935151

If you have any questions about the virtual and electronic measures implemented as a precaution to COVID-19, please submit them in writing to [julie.bynum@austinisd.org](mailto:julie.bynum@austinisd.org) following the Question and Answer Protocol outlined on cover page.

## **Checklist and Submission Guidelines**

This checklist is provided to help you conform to all form/document requirements stipulated in this solicitation and attached herein.  
(This is not a required form, it is not necessary to return this checklist with your proposal.)

### **Understanding the Bid**

Completed

- Read entire IFB document, appendices and attachments
- Review AISD Policy and Provisions on our website: [Policy and Provisions](#)
- Submit questions properly before deadline
- Review addenda, Q&A and other additional attachments posted on our [website](#)

### **Forms to Submit with Bid**

Completed | Required

- |  Bid Certification
- |  Notification of Criminal History of Contractor
- |  Debarment, Suspension and Ineligibility Certification
- |  Conflict of Interest Questionnaire (CIQ) – electronic submission
- |  Strategic Partner Profile
- |  Attachment A-Scope of Service and Financial Offer Form
- |  Form W-9 Request for Taxpayer Identification Number and Certification

### **Submitting the Bid**

Completed

- Prepare the bid in the format specified and sign all required forms
- Submit bid via email per instructions on IFB cover page
- Submit bid via email by IFB opening / due date and time

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## **I. INTRODUCTION**

The Austin Independent School District (herein after referred to as “AISD” or the “District”) seeks to establish a pool of vendors from which to purchase engine oil delivered in bulk. This solicitation will seek to establish contracts with the qualified bidders submitting the lowest prices that will result in a pool from which the AISD Transportation department can solicit quotes throughout the contract term.

Bidders may make written inquiries concerning this solicitation to obtain clarification of the bid requirements. Inquiries shall be submitted no later than the time and date specified on the cover page. Questions received by this deadline, and corresponding answers, will be included in an Addendum. All addenda will be posted to our [website](#).

Each Bidder, by submitting its bid, agrees that the bid is subject to the Austin ISD Policies and Provisions and agrees to comply with those conditions. Acceptance of a bid will occur only when a contract is executed. Any contract will incorporate the Austin ISD Policies and Provisions and Standard Terms and Conditions and no commitment exists until a contract is executed by both parties.

## **II. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS**

The HUB Program promotes and strongly encourages the involvement and participation of Historically Underutilized Business in District-wide procurements. According to AISD policies CH (LOCAL) and CV (LOCAL), the HUB Program guidelines are not applicable for this type of procurement.

## **III. TERM**

The agreement(s) resulting from this solicitation will be in effect for an initial term of one (1) year from the date of award, or such date established by the agreement. The parties by mutual consent may renew the agreement for up to two (2) additional one (1) year periods. In addition, the District reserves the right to extend the contract beyond the final expiration date, if necessary, to ensure no lapse in service.

## **IV. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

### **1. GENERAL**

Read the entire contents of the solicitation and respond with a complete and accurate bid (offer). Failure to do so may be grounds for disqualification of your offer. All supplemental information required by the IFB must be included.

A copy of the **Master Purchase Agreement** is located on our [website](#) for information purposes only. In the event of an award decision under this solicitation, both parties will negotiate an agreement for execution. The District has prepared the referenced agreement boilerplate to expedite the process. Please review all provisions and identify any exceptions or suggested additions to the agreement in your bid.

### **2. BID SUBMISSION**

The person whose signature appears on the Bid Form certifies (by signing this document) that the individual, firm and/or any principal of the firm on whose behalf this bid is submitted is not listed on the Federal Government’s “List of Parties Excluded from Federal Procurement and Non-procurement

Programs” published by the U. S. General Services Administration (GSA) effective as of the date of opening of this bid, and agrees to notify the District of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.

Bids must show the unit price and total for specified quantity and shall include transportation charges, F.O.B. destination, prepaid and allowed. Amendments to bids, once filed, may be submitted as listed on cover sheet, prior to opening hour.

Amendments to bids, once filed, may be submitted in as listed on the cover sheet at any point prior to the date and time of bid opening. Bids must represent true and accurate information, and shall not contain any cause for claim of omission or error. If request for withdrawal of bid is allowed, based on proof of mechanical error, bidder may be removed from approved bid list.

### **3. QUANTITIES**

Quantities for the representative list of items are an estimated annual usage; actual quantities may be more or less.

### **4. DELIVERY**

Deliveries under terms of these offers will be in accordance with the dates indicated herein except where no date is indicated, the vendor will enter the earliest date, which can be assured. If delays are foreseen, written notice shall be given the AISD Purchasing Office, which will consider an extension. Delivery of purchases in good condition will be vendor’s responsibility and no delay in receipt or replacement of items will be contingent upon claim adjustment by carrier. All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified. Deliveries will be accepted Monday through Friday, 8:00 AM to 4:00 PM only.

### **5. ADDENDA**

Bidders shall check the AISD website to receive all written addenda, including responses to questions submitted during the Question and Answer period. Bidders who submit Bids without receipt of all addenda issued may be deemed to have submitted Bids not responsive to this Invitation for Bid solicitation.

### **6. AWARD CRITERIA**

Award(s) will be based on best value, considering the following factors: price, product offerings and delivery after receipt of order (ARO).

A written notice of award will be mailed or otherwise furnished to the successful bidder.

### **7. SAMPLES**

Samples and/or product specification documents may be required for items, as specified in the Special Instructions or Specifications contained herein. Product specification documents shall be submitted with the bid, properly referenced and clearly marked as to indicate related bid item. Samples must be properly labeled and identified and must be submitted separately on or before bid opening. The label for a properly identified sample is to contain: (1) vendor's name, (2) bid number, (3) bid item number,

and (4) item name corresponding to the one shown on the bid document. All transportation charges for samples shall be borne by the vendor. During evaluation, samples are handled by many different employees and may be lost or destroyed in the process. AISD assumes no responsibility for handling of samples.

The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, district will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.

## 8. REQUIRED FORMS

Forms are required with **original response**.

Bidders shall execute the following required forms (located on our website: [Required Forms link](#)), and return the **signed original** with the bid:

- Bid Certification
- Notification of Criminal History of Contractor
- Debarment, Suspension and Ineligibility Certification
- Strategic Partner Profile
- W-9 (available at [www.irs.gov](http://www.irs.gov))
- Conflict of Interest Questionnaire (CIQ). The CIQ is prepared by the Texas Ethics Commission, in compliance with Chapter 176 of the Texas Local Government Code. The form should be submitted on-line at: <https://www.austinisd.org/cp/ciq-online>

## V. INITIAL REVIEW OF BIDS

Any bidder determined non-responsible or any bid determined non-responsive will not be evaluated further. The bidder will be notified of a non-responsive determination.

### **Responsive**

In order for a bid to be responsive:

- ALL required forms listed above shall be signed and included with bid;
- Bid shall be received prior to the bid opening date at the email address listed on the cover page;
- Bid shall respond to the entire scope of services and product specifications as requested.

### **Responsible**

In order for a bid to be responsible, the bidder shall be in good financial standing with the Texas Comptroller of Public Accounts.

## VI. SCOPE OF SERVICES AND PRODUCT SPECIFICATIONS

- A. These specifications are established for the purchase of quality engine oil for use in school buses and various support vehicles that are owned and/or operated by Austin Independent School District. The engine oil shall be delivered in bulk as requested.

- B. Basic requirements of lubrication products are: high lubricating quality, high heat resistance, and control of contaminants.
- C. All products shall be new and unused. **Recycled or re-refined products are NOT acceptable.**

➤ **PRODUCT SPECIFICATIONS**

<b>Product/Application Table</b>		
<b>Product</b>	<b>Application</b>	<b>Delivery/Unit Of Measure</b>
Oil, 15W-40, API CK-4	<b>School Bus Engines:</b> International – VT365 International – MaxxForte7 International – Maxx DT Cummins – ISB Detroit Diesel – DD5 240	Bulk – Gallon Delivery (delivered to 3 different locations as needed)

- A. The bidder must provide all products listed in the Product/Application Table (above). The material composition for each lubricant product shall provide adequate film thickness to reduce friction and wear of moving parts, thermal stability at elevated temperatures, thereby precluding formation of harmful carbonaceous and/or ash deposits.
- B. The quantities of detergent and dispersant additives shall not be excessive to result in detrimental ash deposits. It is understood that some engine oils use sodium in their additive package. **AISD will not accept engine oil with sodium. The sodium content must be zero.**
- C. The lubricating products shall not be reformulated to maintain the same or a new API Classification and continue the brand name designation, without prior notice to the Executive Director of Contract & Procurement Services, 4000 S. IH 35 Frontage Rd., 7<sup>th</sup> Floor, Austin, TX, 78704.
- D. **Each bidder shall provide a copy of the Certificate of Compliance** from a registering authority of the International Standards Organization (ISO 9000) from each manufacturer of products being supplied under this contract.
- E. **Compliance:** The AISD Transportation Department reserves the right to determine if the product supplied by a bidder complies with this specification. The decision made with respect to the products shall be final. Should the product delivered fail to meet this specification, or vary substantially from the analysis submitted with the bid, except with the specific prior approval of AISD, AISD reserves the right to demand the supplier remove the product, clean the tank, lines, filters, nozzles, etc. and refill the tank with products at the supplier's expense. In addition, AISD may cancel this contract and further deliveries due to performance. Uniformity of product is of vital importance to AISD. The contractor shall take all necessary steps to ensure the tanks do not become contaminated. If AISD tank(s) are contaminated due to the actions of the contractor, the contractor shall be fully responsible to promptly remove, and dispose of all contaminated products properly and clean tank(s), line(s), filter(s), hose(s) and nozzle(s) at the contractor's expense. The contaminated product(s) must be promptly replaced at no cost to AISD.
- F. **Performance of Contractor:** AISD reserves the right to cancel the contract upon thirty (30) days written notice to the contractor if the performance of the product supplied and/or on-time delivery performance by the contractor is found to be of a poorer degree than the performance quality specified in the contract.



- G. Specification Content:** The contractor shall not take advantage of any apparent error or omission in the specifications. In the event the Contractor discovers such an error or omission, the contractor shall immediately notify the Buyer listed on this solicitation. AISD shall make the corrections and interpretation deemed necessary for fulfilling the intent of the specification.
- H.** The bidder shall demonstrate they are fully competent and have the necessary facilities, equipment, and financial resources to fulfill the conditions of these specifications. Bidders shall submit evidence acceptable to AISD that they have delivery and bulk dispensing facilities within Texas. The bidder shall certify that such facilities are either owned, leased or under contract. AISD reserves the right to determine whether stated facilities are adequate to supply AISD requirement of lubricating products.
- I.** The delivery vehicles and drivers shall comply with all applicable regulations. These regulations shall include, but not be limited, to Federal Motor Vehicle, Federal Motor Carrier, Department of Transportation (DOT) and local fire department regulations. This compliance is to include requirements for hazardous materials as specified in the DOT Hazardous Materials. The bidders shall, at the request of AISD, present evidence that they fully comply with the requirements of this paragraph.
- J. Experience:** The contractor shall have a minimum of two (2) years of experience relating to the specific use outlined in this proposal with a transit company or transportation related industry. Evidence of this experience shall be provided to AISD with the bid.
- K. Service:** The successful bidder must furnish AISD with competent technical assistance pertaining to product problems either directly or indirectly connected with the use of the Contractor's products. The bidder shall report whether this engineering service is to be supplied through his /her company personnel and facilities or is to be supplied through contractual agreement by another source. AISD reserves the right to determine whether or not such engineering service is sufficiently adequate and qualified to meet AISD needs for the term of the contract. Engineering services shall be considered, by both parties to the contract, to be furnished free of charge to AISD.
- L.** The contractor shall take all necessary steps to ensure that drivers are fully aware of the proper tank for delivery of products.
- M. Compatibility:**
- i.** Bidders shall provide a written statement that indicates the proposed product is compatible with and can be mixed with the lubricants currently in AISD storage tanks (Mobil Delvac 1300 Super 15W40).
  - ii.** The delivery equipment for bulk material and delivery flow rates used by the bidder shall be compatible with existing AISD equipment/facilities. The equipment shall include, but not be limited to, tank filler connections, valves, fittings, piping, hoses, tanks and pumps. AISD shall not be required to modify any of its existing equipment.
- N. Qualification:** In the procurement of products requiring qualifications, AISD reserves the right to reject bids on products for which the bidder is unable to furnish authenticated records of tests to satisfy AISD that the product has met all requirements of this specification.

➤ **DELIVERY REQUIREMENTS**

- A.** All deliveries must be carried out without any spillage or leakage into the environment. The contractor shall be responsible for the clean-up of any releases or spillage of products that occur

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during delivery. The driver must remain at the delivery area throughout the delivery process. The driver shall be responsible for securing tank caps and tank cap covers after completing the delivery.

B. All deliveries shall be made within 3 days of the request to the following locations:

<b>Location</b>	Saegert Bus Terminal 3300 Jones Rd Austin, TX 78751	Nelson Bus Terminal 7105 Berkman Dr. Austin, TX 78752	Southeast Bus Terminal 7200 Bluff Springs Dr. Austin, TX 78744
<b>Quantity of Tanks</b>	1	1	1
<b>Tank Capacity</b>	250 gallons	275 gallons	250 gallons

C. All bulk deliveries shall be metered via certified calibrated meter. A blank meter ticket must be presented to the Shop Foreman at the delivery location prior to delivery. Initial tank stick readings and final tank stick readings shall be recorded on the delivery ticket by the Shop Foreman. The contractor shall obtain the signature of the Shop Foreman on the invoice and on the imprinted delivery ticket and furnish a copy of both to the Shop Foreman at the completion of delivery.

D. Upon request, the contractor shall provide AISD with a sample of the bulk product being delivered (2 - 4 ounces). The sample must be taken from delivery tank truck at the time of delivery. The sample must be labeled to identify the product and date delivered.

E. The contractor shall, at all times during the contract, cooperate with AISD in instituting and adhering to procedures to assure proper security measures with respect to delivery of all products.

F. All deliveries shall be made Monday through Friday between the hours of 8:00 AM and 3:00 PM CST excluding holidays, to its various locations.

### ➤ **PRODUCT INFORMATION**

A. The bidder shall provide AISD with product information sheets for all products being offered with their bid.

### ➤ **SAFETY REQUIREMENTS**

A. The bidder shall provide AISD with Material Safety Data Sheets (MSDS) for all products being offered with their bid.

B. The bidder shall provide their employees, and/or ensure that sub-contractor employees are provided with supervision, equipment, personal protective equipment and materials required to perform their job while on AISD's property.

## **VII. BID FORMAT AND REQUIREMENTS**

### **A. PRICING**

a. Bid your lowest and best firm-fixed price. Rebids will not be accepted.

i. Respond using the provided **Attachment A – Bid Form**.

b. Unit Price shall include the following:

i. Transportation charges, F.O.B. Destination, prepaid and allowed.

ii. Handling charges.

- c. In case of discrepancy between Unit Price and Extended Total, the Unit Price shall be considered correct.

## **B. QUANTITIES**

Quantities are the District's best estimate of its requirements for the contract term, but should not be construed as guaranteeing a minimum purchase quantity or establishing a ceiling. The quantities are the estimated annual usage and additional orders may be placed on an as needed basis.

## **VIII. APPENDICES AND ATTACHMENTS**

- Appendices (Documents included within this bid):
  - Appendix 1 – Purchasing and Acquisition Vendor Relations Policy CHE-LOCAL
- Attachments:
  - Attachment A – Bid Form

**Contacting Board  
Members**

Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract during the restricted contract period.

If a vendor violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

**Restricted Contact  
Period**

The restricted contact period shall begin upon the date of issuance of a solicitation and shall end upon execution of the awarded contract by all parties.

In an effort to demonstrate its commitment to ethical procurement and contracting standards, and to improve accountability and public confidence, all District purchases of goods and services through competitive methods as provided in CH(LEGAL) and CV(LEGAL) shall be subject to a restricted contact period. Except as provided in this policy communication between a vendor and vendor's representative, and a Board member, the Superintendent, assistant superintendent, chief, officer, executive director, principal, department head, director, manager, project manager, or any other District representative who has influence on or is participating in the evaluation or selection process is prohibited.

*Prohibited  
Communications*

A vendor and vendor's representative are prohibited from communications regarding the particular solicitation at issue that are intended or reasonably likely to:

1. Provide substantive information regarding the subject of the solicitation;
2. Advance the interests of the vendor;
3. Discredit the response of any other vendor;
4. Encourage the District to reject a response by a bidder;
5. Convey a complaint about the solicitation; or
6. Directly or indirectly ask, influence, or persuade a Board member, the Superintendent, assistant superintendent, chief, officer, executive director, principal, department head, director, manager, project manager, or any other District representative who has influence on or is participating in the evaluation or selection process, to take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation at issue.

*Permissible  
Communications*

A vendor and vendor's representative are permitted to communicate with the District regarding the following:

PURCHASING AND ACQUISITION  
VENDOR RELATIONS

CHE  
(LOCAL)

1. Communication to the extent the communication relates solely to a nonsubstantive, procedural matter related to a response or solicitation;
2. Communication that relates solely to an existing contract between a respondent and the District, even when the scope, products, or services of the current contract are the same or similar to those contained in an active solicitation;
3. Communication with the District's Office of Contract and Procurement Services;
4. Communication with the District's Historically Underutilized Business (HUB) Program Department to the extent the communication relates to obtaining a listing of HUB subcontractors and general questions regarding HUB program compliance requirements;
5. Communication between an attorney representing a vendor and an attorney representing the District;
6. Communication with the District in the course of attendance at vendor conference;
7. Communication with the District for the purpose of the District's evaluation of the bidder's proposal, negotiating the scope of work, or engaging in contract negotiations;
8. Communication with the District for the purpose of making a public presentation to the Board; and
9. Communication made during the course of a formal protest hearing related to the solicitation.

*Other Vendor  
Participation and  
Communication*

Regardless of the above time period, a vendor and a vendor's representative who participate in the drafting or development of technical specifications or evaluation criteria for any project are prohibited from competing in the solicitation for such project.

A vendor and vendor's representative shall send all communications, questions, and requests for clarification in writing and addressed to the District's authorized representative identified in the solicitation. The District shall post responses to vendor questions as an addendum to the solicitation.

Nothing in this policy shall prohibit the District's representative from initiating contact with a vendor, in writing, for the purpose of obtaining clarifying information regarding a solicitation response. The vendor's response shall be in writing and shall be provided to the District's authorized representative.

PURCHASING AND ACQUISITION  
VENDOR RELATIONS

CHE  
(LOCAL)

- Complaints* Any person who is aggrieved in connection with a HUB program policy decision may file a complaint in accordance with GF(LOCAL).
- Violations* The following are violations subject to sanctions:
1. Falsely conceal or cover up a material fact or make any false, fictitious, or fraudulent statements, reports, or representations, or make use of any false writing, document, or electronic report knowing the same to contain any false, fictitious, or fraudulent statement.
  2. Fraudulently obtain, retain or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain certification status as a HUB.
  3. Make false reports regarding payments made to subcontractors or sub-consultants.
- Sanctions* Any person who violates the provisions of this section shall be subject to the following sanctions and to the maximum penalties provided by law:
1. The District may bar, suspend, or deem nonresponsive in future District solicitations and contracts, for a period of up to five years, any bidder or proposer, or contractor or subcontractor following notice and an opportunity for a hearing in accordance with the protest procedures in this policy.
  2. The District may, by contract, and where appropriate and lawful, impose an administrative penalty.
  3. In addition to other sanctions available to the District, the violation of any provision of these program rules may be included as an incident of breach in each contract.
- Request for Proposal and Bid Invitation* Each request for proposal and bid invitation shall include a copy of this policy.

# Attachment A – Bid Form

**THIS FORM MUST BE COMPLETED AND RETURNED WITH BID # 21IFB014.**

ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL GALLONS	ESTIMATED GALLONS PER DELIVERY	UNIT PRICE PER GALLON
OIL, 15W-40, API CK-4, (bulk delivery/gallon)	Gallon	5,000	200	

Brand: \_\_\_\_\_ Product Name/Number: \_\_\_\_\_

Is the product bid (above) compatible with the product currently stored in AISD's tanks?

(Mobil Delvac 1300 Super 15W-40)  YES  NO

Have you included the product information sheet with your bid?  YES  NO

Have you included the MSDS with your bid?  YES  NO

Have you included documentation to substantiate that your company is fully competent and has the necessary facilities, equipment, and financial resources to fulfill the conditions of these specifications? Bidders shall submit evidence acceptable to AISD that they have delivery and bulk dispensing facilities within Texas. The bidder shall certify that such facilities are either owned, leased or under contract.

YES  NO

Have you included a copy of the Certificate of Compliance from a registering authority of the International Standards Organization (ISO 9000) from each manufacturer of products being offered?

YES  NO

COMPANY NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_