McHENRY COUNTY COLLEGE
REQUEST FOR RFQ - #04232013
TREE REMOVAL SERVICE

Summary

McHenry County College requests RFQs from companies to provide Tree Removal Service for the College.

Date Issued: April 9, 2013
Service Requested: Tree Removal Service
RFQ Closing Date/Time: April 23, 2013 – 10:00 A.M.
RFQ Contact: Jennifer Jones, Director for Business Services
JJONES@MCHENRY.EDU

RFQs must be sealed and delivered to the attention of Jennifer Jones, Director for Business Services, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012 on or before April 23, 2013, 10:00 A.M. CST. There will not be a public bid opening. Bid results will be emailed to all bidders. All late RFQs will be rejected.

All RFQ must be signed by a duly authorized representative of the firm. All unsigned RFQ will be automatically rejected.

SPECIAL NOTE: This Request for Quotes (RFQ) does not obligate McHenry County College (MCC) or its Board of Trustees to award a contract or complete the proposed project, and each reserves the right to cancel this RFQ if it is considered to be in its best interest. RFQs must be clear and concise. RFQs that are difficult to follow or that do not conform to the RFQ format or binding specifications, may be rejected. Responding vendors must include the required information called for in this RFQ. MCC reserves the right to reject a RFQ if required information is not provided or is not organized as directed. MCC also reserves the right to change the evaluation criteria or any other provision in this RFQ by posting notice of the change(s) on MCC’s website, www.mchenry.edu/bid. For this RFQ, posting on the captioned website above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final RFQ.

McHenry County College administration will competitively evaluate all qualified RFQs and present a recommendation to enter into an agreement with the Board of Trustees at the May 23, 2013 Board meeting.

We appreciate your interest in McHenry County College and look forward to your response.
REQUEST FOR RFQ

Tree Removal Service

RFQ #04232013

Issue Date: April 9, 2013

RFQ Response Deadline: April 23, 2013

McHenry County College
8900 US Highway 14
Crystal Lake, Illinois 60012-2761
Telephone: (815) 455-3700
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1.0 GENERAL REQUIREMENTS

1.1 Introduction: McHenry County College (hereinafter “MCC”) is inviting responsible Vendors (hereinafter “Bidder” or “Contractor”) to submit RFQ for **Tree Removal Service**. A more complete description of the supplies and/or services sought is provided in the “Bid Specifications”. If you are interested and able to meet these requirements, we would appreciate and welcome a bid. This RFQ will set forth any evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material.

Unsolicited bid samples or descriptive literature however, are submitted at the vendor’s risk, may not be examined or tested, will not be deemed to vary any of the provisions of the RFQ, and may not be utilized by the vendor to contest a decision or understanding with MCC.

1.2 Background: McHenry County College (MCC) is a community college offering pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. McHenry County College serves one of the fastest growing counties in Illinois. MCC is located forty-five miles northwest of downtown Chicago, the college is committed to providing high quality, need-based educational and training opportunities to adult residents of Community College District 528. Nearly 250,000 residents live within the MCC district boundaries. The campus is located at 8900 U.S. Highway 14, Crystal Lake, IL 60012.

1.3 Contact Information: The contact, identified below, is the sole point of contact regarding the RFQ from the date of issuance until selection of the successful vendor.

Jennifer Jones  
Director of Business Support Services  
McHenry County College  
8900 US Highway 14  
Building A, Room 246  
Crystal Lake, IL 60012  
Email: jjones@mchenry.edu

1.4 Contract Terms: The service must be completed and invoiced by June 21, 2013.

1.5 Minimum Bidder Qualifications: The following minimum qualifications must be met by each bidder:

a. The Bidder shall have had a minimum of three (3) years, previous experience and possess manpower and equipment, financial resources, and an organization as herein specified to perform the type, magnitude, and quality of work specified.

b. Must comply with and meet all requirements of the Illinois Department of Agriculture’s State of Illinois Emerald Ash Borer Agreement.
1.6 **Key Event Dates:** The following dates are set forth for informational and planning purposes; however, MCC reserves the right to change the dates.

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCC Issues RFQ</td>
<td>April 9, 2013</td>
</tr>
<tr>
<td>Contact to arrange site visit)</td>
<td>Chris Fischer, 815-455-8760</td>
</tr>
<tr>
<td>Last day for vendors questions via email</td>
<td>April 12, 2013</td>
</tr>
<tr>
<td><a href="mailto:jJones@mchenry.edu">jJones@mchenry.edu</a></td>
<td></td>
</tr>
<tr>
<td>Response to vendor questions will be listed by addendum at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a></td>
<td>April 16, 2013</td>
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<tr>
<td>Bid End Date</td>
<td>April 23, 2013</td>
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<tr>
<td>Reviewed by MCC Evaluation Team by</td>
<td>April 26, 2013</td>
</tr>
<tr>
<td>Recommendation to Board of Trustees</td>
<td>May 23, 2013</td>
</tr>
<tr>
<td>Notification of Award by</td>
<td>May 28, 2013</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>TBD by Project Manager</td>
</tr>
<tr>
<td>Project Manager Contact</td>
<td>Greg Evans, AVP Physical Facilities 815-455-8564</td>
</tr>
</tbody>
</table>
2.0 BID SUBMISSION

2.1 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Procurement Officer via email. The bidder making such request will be solely responsible for its timely receipt by the Procurement Officer. Replies to such notices may be made in the form of an addendum to the solicitation.

2.2 Submission: The submission of a response shall be *prima facie* evidence that the vendor has full knowledge of the scope and nature of the project requirements. *Faxed Bids ARE NOT acceptable.*

2.3 Interpretation or Representations. MCC assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

2.4 RFQ Questions and Clarifications: Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum.

2.5 Addendum: The only method by which any requirement of this solicitation may be modified is by written addendum. If an addendum to the bid document is a result of a pre-bid conference, MCC will e-mail the addendum within a reasonable time following the conference. MCC is not responsible if a vendor does not receive the RFQ revision in time to include the information with the RFQ submission. Any addendum will be posted to MCC’s website at [www.mchenry.edu/bid](http://www.mchenry.edu/bid). The addendum shall be acknowledged by signature and included in your bid submission.

2.6 Bid Preparation Costs. The costs for developing and delivering responses to this RFQ are entirely the responsibility of the bidder. The University is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a Purchase Order or Contract.

2.7 Cancellation of RFQ: If the Director of Business Services determines that it is in MCC’s best interest, he/she reserves the right to do any of the following

- Cancel this RFQ
- Modify this RFQ in writing as needed
- Reject any or all RFQ received in bid to this RFQ.
2.8 **Accuracy/ Withdrawal of RFQ Prior to Bid Opening:** Bids may be withdrawn in writing any time prior to the opening hour. However, no RFQ may be withdrawn for a period of sixty (60) days subsequent to the opening of the Bid without the prior written approval of the Director of Business Services of McHenry County College.

2.9 **Taxes:** MCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, MCC will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, MCC’s Tax Exemption Certificate will be furnished.

2.10 **Evaluation:** In evaluating the bids submitted, MCC will apply the “Best Value” standard in selecting the vendor to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this bid will be made to that vendor whose offer conforms to the bid and it is determined to be the most advantageous, or “best value” to MCC, in the sole judgment of MCC. The selection process will include, but not be limited to, the following considerations:

1. The quality and range of products and services the firm proposes to provide.
2. The ability to provide product and service in an expedient and efficient manner.
3. The firm’s overall experience, reputation, expertise, stability, and financial responsibility.
4. The experience and qualifications of the staff that will be assigned to service MCC’s account.
5. The provider’s ability to assist MCC in meeting the overall goals of bid.
6. The bidder’s past relationship with MCC, if any.
7. Any other relevant factor that a business entity would consider in selecting a vendor.

2.11 **Award of Contract:** MCC reserves the right to reject any or all prices or bids submitted, waive irregularities, and to accept that bid which is considered to be in the best interest of the College. Any such decision shall be considered final and not subject to recourse. Unless we are advised to the contrary, it is understood that the bid has been submitted in strict accordance with specifications. Any exceptions and explanations regarding the items listed should be delivered with the bid. Submit complete specifications for any substitute offered. In the event two bidders have submitted equal values for items listed, the in-district bidder will be given preference, everything else being equal.

The successful bidder will be notified within three business days by e-mail or telephone of their award of contract following the Board of Trustees meeting. The vendor may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from MCC. This bid will be awarded in its entirety to one vendor. We reserve the right to make moderate quantity alterations to conform to budget limitations.
3.0 INSTRUCTION TO BIDDERS

Read the following instructions carefully before submitting any bid. Failure to follow these instructions and the rules may result in the rejection of your bid. MCC reserves the right to reject any and all bids, to waive minor or immaterial irregularities, informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding a bid.

3.1 Bid Format and Content: In order for MCC to evaluate bids fairly and completely, bidders must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

1. **Cover Letter.** The cover letter must confirm that the bidder understands all the terms and conditions contained in this RFQ and will comply with all the provisions of this RFQ. Further, that should the contract be awarded to your company, you would be prepared to begin services upon contract approval from MCC. The cover letter must include the full contact information of the person(s) MCC shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used.

2. **Experience & Operational Plan.** Bidders must describe their capabilities to provide the services requested in this RFQ by providing the following:
   - A description of Bidder’s experience in Tree Removal Service.
   - Staffing and operational plan for this contract, including use of any subcontractors and description of equipment to be used.

3. **Pricing.** Bidder shall submit on the bid submission form, prices for each item listed for Tree Removal Service.

3.2 Packaging of Response: Please submit (1) original and (3) copies of the bid. The bid documents, must be submitted by mail, hand delivery, overnight carrier or certified mail in a package sealed and labeled showing the following information on the outside:
   - Bidder's complete name and address
   - Solicitation Number
   - Bid Due Date and Time
   - Bid for Tree Removal Service
   - Sealed Bid

3.3 Late Bids. Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration. It shall be the bidder’s sole risk to assure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.
3.4 **Bidder’s Signature.** The bid submission form must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder’s signature on a bid in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude MCC from obtaining the best possible supply or service.

3.5 **Submit Bids To:**

McHenry County College  
Attn: Jennifer Jones  
Director of Business Support Services  
8900 US Highway 14  
Building A, Room 248  
Crystal Lake, IL  60012

3.6 **Bid Opening:** MCC will open all bids that are submitted in a proper and timely manner submission, and will record the names and other information specified by law and rule. All bids become the property of MCC and will not be returned except in the case of a late.

3.7 **Responders’ Costs:** The cost of developing a bid for this RFQ belongs solely to the bidder and may not be charged to MCC.
4.0 GENERAL TERMS AND CONDITIONS

4.1 Applicability: These general terms and conditions will be observed in preparing the RFQ to be submitted.

4.2 Purchase: After notice of the award, purchase will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business Services.

4.3 Right to Cancel: MCC may cancel contracts resulting from this RFQ at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar day's written notice of such cancellation. Should MCC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

4.4 Proprietary Information: Bidder should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless bidder identifies all proprietary information in the RFQ by clearly marking on the top of each page so considered, “Proprietary Information.” The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While MCC will endeavor to maintain all submitted information deemed proprietary within MCC, MCC will not be liable for the release of such information.

4.5 Negotiation: MCC reserves the right to negotiate all elements, which comprise the bidder’s RFQ to ensure the best possible consideration, be afforded to all concerned. MCC further reserves the right to waive any and all minor irregularities in the RFQ, waive any defect, and/or reject any and all RFQ, and to seek new RFQ when such an action would be deemed in the best interest of MCC.

4.6 Retention of Documentation: All bid materials and supporting documentation that is submitted in response to this RFQ becomes the permanent property of MCC.

4.7 Insurance Requirements: If fabrication, construction, installation, service or other work is specified to be conducted on MCC’s premises, supplier shall maintain in force during the period of such work the following coverage’s: (a) worker’s compensation, as required by the laws of the State of Illinois; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence. The successful bidder shall provide a certificate of insurance naming McHenry County College as additional insured.

4.8 Indemnification: The Contractor shall protect, indemnify and hold MCC harmless against any liability claims and costs for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.

4.9 Performance and Payment Bond: For every project greater than Five Thousand Dollars ($5,000), Contractor shall procure a performance and payment bond for the full amount of the
contract price. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner’s rights or remedies otherwise available in contract or law, are void.

4.9 **Substitutes to Specifications:** Consideration will be given to alternatives if they are a standard manufactured item as evidenced by literature and specifications enclosed with this bid document. A demonstration may be requested. Submit complete specifications for any substitute offered. Your bid should be made on the Bid Submission Form (Attachment A), and any explanation regarding your bid should be attached. A complete disqualification could result without these reference materials attached. Indicate warranty specifications that apply to the items included in your bid.

4.10 **Disclosure:** Contractors shall note any and all relationships that might be a conflict of interest and include such information with the bid.

4.11 **Terms of Payment:** MCC operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will MCC agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.

4.12 **Prevailing Wage Act:** To the extent required by law, contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating The Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 et seq. Contractor shall submit certified payrolls and shall perform all other obligations required by said Act.

4.13 **Human Rights Act:** To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 10/0.01 et seq.

4.14 **Drug Free Workplace:** To the extent required by law, contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.

4.15 **Sexual Harassment Policy:** Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4)
5.0  BID SPECIFICATIONS

McHenry County College is inviting responsible Contractors to submit bids for Tree Removal Services. The successful bidder will supply all materials and perform all labor necessary to complete the project based on the specifications listed below. All pricing shall be listed and submitted on the Bid Submission Form.

SCOPE OF SERVICE

Remove twenty-five (25) diseased trees (18 Ash, 6 Pines, 1 Willow) and stumps to include cutting, hauling, excavation, grinding and placement of suitable backfill. The location of the trees is shown in the photo below. Trees will be marked with ribbons.

The successful bidder will remove all the trees listed in the scope of work by June 21, 2013.

All voids created by the removal of the tree shall be replaced with suitable material and compacted to match surrounding ground conditions. Removal shall mean that all portions of the tree are removed from the location.
6.0 ATTACHMENTS
ATTACHMENT A-BID SUBMISSION FORM

Bid Submitted By and Authorized Signature: The individual's signature below constitutes that the person is an officer of the company who is authorized to contractually obligate the company listed below. They further constitute that they have read and agree to all instructions and specifications listed in this bid document unless otherwise marked and listed in the "exception to bid" section.

Bid Submitted by: ________________________________________________________
Signature: ________________________________________________________
Title: ________________________________________________________

☐ The Owner/Sole Proprietor  ☐ Member of the Partnership  ☐ Officer of the Corporation  ☐ Member of the Joint Venture

Company: ________________________________________________________
Address: ________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

Email Address: ________________________________________________________
Telephone: ________________________________________________________
Fax: ________________________________________________________
Date: ________________________________________________________
Contract Person: ________________________________________________________
ATTACHMENT A

BID SUBMISSION FORM

Remove twenty-five (25) diseased trees (18 Ash, 6 Pines, 1 Willow) and stumps to include cutting, hauling, excavation, grinding and placement of suitable backfill. The location of the trees is shown on the photo below. Trees will be marked with ribbons. The Contractor is required to have appropriate valid Illinois State Contractors Licensing.

The successful bidder will remove all the trees listed in the scope of work by June 21, 2013.

All voids created by the removal of the tree shall be replaced with suitable material and compacted to match surrounding ground conditions. Removal shall mean that all portions of the tree are removed from the location.

Contractors are required to be in compliance with the State of Illinois Emerald Ash Borer Agreement.

Bid Amount ____________________
McHENRY COUNTY COLLEGE
REQUEST FOR QUOTES - #04232013
TREE REMOVAL SERVICE

ATTACHMENT B

Illinois Department of Agriculture
STATE OF ILLINOIS EMERALD ASH BORER COMPLIANCE AGREEMENT

I acknowledge and agree to the following:

1. The Emerald Ash Borer (Agrilus planipennis Fairmaire) may be found in any stage of development:
   - Ash trees (Fraxinus spp.) of any size;
   - Live ash branches;
   - Live ash root flares;
   - Any part of ash trees (e.g., leaves, twigs, wood chips, etc.);
   - Ash logs and lumber at any stage of development;
   - Any item made from or containing any part of ash trees which is capable of spreading the emerald ash borer.

Compliance Agreement No:

Signature/Title: ___________________________ Date Signed: ___________________________

State Agency Official Signature: ___________________________ Compliance Agreement No: __________

Illinois Department of Agriculture
2780 Bethany Road, Suite B
DeKalb, Illinois 60115
Phone: 815-787-5476
Fax: 815-787-5488

Illinois Department of Agriculture
P.O. Box 19281
Springfield, Illinois 62794-9281
Phone: 217-785-2427
Fax: 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: www.IllinoisEAB.com or www.state.il.us/248.

ATTACHMENT C - CONTRACTOR CERTIFICATION
Illinois Revised Stature 1987
Chapter 38, Sections 33E-3 and 33E-4

The undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Revised Statutes 1987, Chapter 38.

Under penalty of perjury, the undersigned Contractor certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or Illinois antitrust laws.

Company Name ________________________________________________

By * _________________________________________________________

Address ______________________________________________________

City/State/ZIP _________________________________________________

* Must be actual signature in ink of a representative of Contractor authorized to legally commit the Contractor.

Section 33E-5(b) pertains to disclosure of information related to the terms of a bid and any bidder's responsiveness to a request for bids. Specifically, district officials or employees must not knowingly open a sealed bid at a time or place other than as specified by the district. Also, any official who knowingly discloses any information related to the terms of a sealed bid or any bidder's responsiveness to the request for bids commits a class 3 felony. This section does allow, however, that no violation occurs if any disclosure made to an interested person also is made generally available to the public. CONSEQUENTLY, COLLEGES SHOULD BE CAUTIOUS NOT TO DISCLOSE ANY INFORMATION THAT IS NOT RELEASED TO THE PUBLIC.

Section 33E-6 contains several provisions potentially impacting College purchasing procedures. SPECIFICALLY, A PERSON COMMITS A CLASS 4 FELONY WHEN INFORMATION CONCERNING THE SPECIFICATIONS OF A CONTRACT IS KNOWINGLY CONVEYED TO A BIDDER OR PROSPECTIVE BIDDER OTHER THAN THROUGH THE BID INVITATION, PRE-BID CONFERENCE, OR CONTRACT SOLICITATION PROCEDURE. Thus, once a RFQ for a particular contract is released, MCC cannot respond to individual inquiries from bidders. Likewise, no information may be volunteered concerning potential Subcontractors if the contract involves subcontracting work.
ATTACHMENT D - EXCEPTIONS TO BID

(PLEASE LIST BELOW, ATTACH SHEETS IF NECESSARY): Any exceptions, variations, or clarifications to the Specifications must be set forth on this form and included with the Bid RFQ Form. These exceptions must be spelled out in detail, numbered, and make reference to exact page number for easy comparison.

Failure of the bidder to note on this form any and all exceptions to any portion of the specifications, means that the bidder must meet or exceed in all respects any and all specifications not so noted.

Failure to denote exceptions in the above manner may be cause for rejection of the entire bid.

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ATTACHMENT E - REFERRAL LIST

List four companies, schools preferred, to whom your company has sold and installed comparable products within the last three years:

1. **NAME:**
   ______________________________________________________

   **ADDRESS:**
   ______________________________________________________
   ______________________________________________________

   **PHONE:**
   ______________________________________________________

2. **NAME:**
   ______________________________________________________

   **ADDRESS:**
   ______________________________________________________
   ______________________________________________________

   **PHONE:**
   ______________________________________________________

3. **NAME:**
   ______________________________________________________

   **ADDRESS:**
   ______________________________________________________
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   **PHONE:**
   ______________________________________________________

4. **NAME:**
   ______________________________________________________

   **ADDRESS:**
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   **PHONE:**
   ______________________________________________________