

**SECTION I. INSTRUCTIONS TO BIDDERS**

- 1.01 Invitation to Bid: The Champaign Park District is requesting two (2) separate bids for the provision of two (2) District bedding plant orders: 1). 2022 Park Flower Program Order, and 2). 2022 Flower Island Program Order. A contract will be awarded for each order. **Only one (1) contract will be awarded per vendor even if that vendor is low bidder for all orders.** The purpose of this is to protect the District against severe damage and loss in the event of default by the single low bidder.
- 1.02 Submission: **Sealed bids shall be delivered or mailed to Daniel Olson, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821, by 10:00 a.m. prevailing time on Tuesday, November 2, 2021** at which time bids will be opened and publicly read. Bids shall be submitted for a complete bedding plant order (i.e., Park and/or Flower Island). Bids for part of an order, late bids, facsimile copies, and e-mailed copies cannot be accepted.
- 1.03 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions must be noted in your response.
- 1.04 Evaluation Criteria: Bids will be awarded in the best overall financial interest of the Champaign Park District. No more than one of the two contracts will be awarded per vendor.
- 1.05 Preparation of Bids: All bids shall be submitted on paper and must include the following bid forms: 1) Bedding Plant Order List(s), 2) Signature Page, and 3) Affirmative Action Forms. All blank spaces shall be properly filled in, in ink or typewritten, in both words and figures, and with no other conditions, changes, erasures or interlineations. Bids shall be signed and executed by a principal duly authorized to make contracts.

Bids shall be enclosed in sealed envelopes and clearly marked with the words:

**SEALED BID: 2022 Park Flower Program Order**  
**SEALED BID: 2022 Flower Island Program Order**

The bidder shall put their name and address on the outside of the envelope.

Requests for electronic versions of the Bedding Plant Order Lists can be made to **dan.olson@champaignparks.org**.

The Champaign Park District shall not be responsible for the premature opening of bid envelopes, which are not labeled in accordance with the instructions.

- 1.06 Awards: The Champaign Park District reserves the right to reject any and all bids, waive technicalities and irregularities and/or to award the contract only to a bidder who is equipped, competent and experienced in this class of work and whose bid is deemed to be advantageous to the interests of the Champaign Park District. Previous performance for the Champaign Park District and references from other customers will be factors in these decisions.
- 1.07 Withdrawal: Bidder may make a written request to modify or withdraw the bid(s) at any time prior to the opening. **Bids may not be withdrawn or modified after bid opening.** Withdrawal of bids will be allowed if award of contract has been delayed more than 60 days, after date of actual bid opening.

## Champaign Park District: Request for Bids for Bedding Plants for 2022

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- 1.08 Inquiries: If there are questions or additional information is needed concerning the specifications or services required for this bid, **contact Daniel Olson, Director of Operations, at (217) 819-3812 or e-mail dan.olson@champaignparks.org.** Written answers to questions of a general nature or which would affect the solicitation will be provided to all eligible bidders. Only written answers to the questions shall be binding.
- 1.09 Plant Orders Available in Digital Form: Digital copies of each Bedding Plant Order (Park Flower Program and Flower Island Program) are available upon request. **These digital copies are for bid calculations only. The bids for each Bedding Plant Order must be submitted on paper copies as specified above in 1.02 and 1.05 of this Section.**
- 1.10 Compliance with Ordinances and Statutes and Notice of Special Conditions: Every bidder awarded a contract shall comply with the requirements of the Affirmative Action Regulations of the Champaign Park District, Illinois Fair Employment Act, Equal Opportunity regulations, the Employment of Illinois Workers on Public Works Act, and other applicable Local, State, and Federal regulations and guidelines.

### SECTION II. TERMS AND CONDITIONS

- 2.01 Scope of Work: The contractor agrees to furnish and deliver to the District, specified varieties, sizes and quantities of bedding plants according to the specifications in the bid.
- 2.02 Definitions: *Owner* shall mean the Champaign Park District. *Contractor or Vendor* shall mean a party of the second part to this contract, acting directly or through his or its legal representative(s) or agent(s).
- 2.03 Assignment and Subcontracts: The Contractor shall not assign this contract or any part thereof without written consent of Owner, nor shall the Contractor award any work under this contract to any subcontractor without prior written approval from the Director of Operations or the General Manager. Nothing contained in the contract documents shall create a contractual relation between any subcontractor and the Owner.
- 2.04 Insurance: The Contractor shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$2,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by the Contractor shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of the Contractor's insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insureds, and shall contain appropriate extensions or riders necessary to assure coverage. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded the Contractor. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from the Contractor. In such event, the Contractor shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that the Contractor may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change.

## Champaign Park District: Request for Bids for Bedding Plants for 2022

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The Contractor shall provide a certificate of such insurance as may be applicable from time to time, listed below, at the time Agreement is signed and annually thereafter . Note that all limits of liability for insurance shall be not less than the following amounts, and must be greater where required by other laws or regulations and must be insured on an "occurrence" basis and not on a "claims made" basis:

- i. Workers' Compensation :
  - State Statutory
  - Applicable Federal Statutory
- ii. Comprehensive General Liability:
  - Bodily Injury (including completed operation and products liability) and Property Damage : \$2,000,000 Each Occurrence, \$2,000,000 Annual Aggregate or a combined single limit of \$2,000,000
  - Property damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
  - Contractual Liability (Hold Harmless Coverage): Bodily Injury: \$2,000,000
  - Each Occurrence Property Damage: \$2,000,000
  - Each Occurrence \$2,000,000 Annual Aggregate
- iii. Comprehensive Automobile Liability:
  - Bodily Injury: \$2,000,000 Each Person and \$2,000,000 Each Occurrence
  - Property Damage: \$500,000 Each Occurrence or combined single limit of \$500,000

2.05 Hold Harmless and Indemnification: Park District shall indemnify, defend and hold harmless the Contractor and any of its directors, officers, employees, agents, volunteers and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorneys' fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against the Contractor that arises solely from an act, failure or omission on the part of Park District or any of its commissioners, officers, employees, agents, volunteers and representatives in carrying out of the terms of this Agreement.

The Contractor shall indemnify, defend and hold harmless the Park District and any of its commissioners, officers, employees, agents, volunteers and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorneys' fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against the Park District that arises solely from an act, failure or omission on the part of the Contractor or any of its directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

2.06 Contract Modification and Amendment: The parties may adjust the specific terms of this contract where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Champaign Park District. Any agreed upon modification or amendment must be in writing and signed by both parties.

2.07 Cancellation/Termination: If the Contractor defaults in its agreement to the Champaign Park District's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the Champaign Park District shall promptly notify the contractor of such default and the Champaign Park District may take whatever action it deems necessary to provide alternative services and may, at its option, immediately cancel this contract with written notice.

2.08 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with Champaign Park District policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veteran's

## Champaign Park District: Request for Bids for Bedding Plants for 2022

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- status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 2.09 Taxes: The District is exempt from any sales taxes imposed by State and/or Federal Government. Exemption certificates will be provided upon request.
- 2.10 Payments: Vendor shall submit invoice to the District by the 1<sup>st</sup> Friday of the month. Invoice must include the purchase order number. Payment will be monthly after Board approval of the bills, which is the 2<sup>nd</sup> Wednesday of each month.
- 2.11 Transportation Charges: Bids must be Free On Board (F.O.B) delivered to 2311 W. John St., Champaign IL. Prices will be considered to include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charge, etc.
- 2.12 Bid Rigging and Bid Rotating: The bidder by affixing his or her signature to the bid certifies that he/she has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).

### SECTION III. SPECIFICATIONS FOR 2022 BEDDING PLANT ORDERS

#### 3.01 Contract Specifications/Document:

1. Separate contracts shall be awarded for each of the two bedding plant orders. One will be awarded for the Park Flower Program and one for the Flower Island Program. In order to reduce the risk of damage and loss to the Park District, the bids will be awarded to different vendors, even if a single vendor is low bidder for all of the bedding plant orders.
2. An agreement stating the obligations of the Park District and the vendor shall be required.

#### 3.02 Price

1. On each Bedding Plant Order List (i.e., Park Flower Program and Flower Island Program) the vendor shall provide a price per flat, a total price for each variety, and a grand total price for all varieties. **The grand total price shall be considered the bid on that order.**

#### 3.03 Substitution Policy: Substitutes shall be held to a minimum and all substitutes for listed varieties must be approved by the Park District staff prior to the delivery date.

1. During the bidding process, if a listed variety is not available, the vendor should propose an appropriate substitute on the bid sheet.
2. In the event that there is a problem obtaining seed or plants, or there is a partial or total crop failure of a specific variety, bidder shall notify the Park District, as soon as possible and work to recommend and approve suitable substitutes.

#### 3.04 Cultural and Delivery Specifications

1. Cell Pack Requirements: For each variety, the required cells per flat are specified on the Bedding Plant Order List. Listed below are the permitted Cell Pack Configurations.

Cells Per Flat	Cells Per Pack	Trade Name
18	1	Deep 18-01*

**\* All varieties specifying cells per flat must be grown in Deep 18-01 (3 $\frac{3}{8}$ "L x 3 $\frac{3}{8}$ " W x 3 $\frac{1}{2}$ " H) cell pack configurations.**

## Champaign Park District: Request for Bids for Bedding Plants for 2022

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(Not permitted are cell designs that encourage the spread of root systems from one cell to surrounding cells.)

- For bedding plant requiring pots, the pot trade name and the number per flat are specified on the Bedding Plant Order Lists. Listed below are the minimum pot dimensions and the required number of each pot per flat.

Pot Name	Minimum Dimensions	#/Flat
Tall Quart	4”L x 4”W x 4 1/2”H	12
One Gallon	6 1/2” W x 6 1/2” H	6

- Note the **Cultural Instructions** for each variety on the order list:
  - In the column specifying **‘Pinch’** instructions, most varieties require pinching on an ‘as needed’ basis. With bedding plants so specified, pinch as needed to provide full-sturdy plants. Planting dates, growth rates, weather conditions, and actual delivery dates will determine what needs to be pinched. If the need for pinching is not clear, consult with the CPD Staff. Please note there are some bedding plant varieties where pinching is **not** permitted.
  - The **Maturity at Delivery** column specifies the level of maturity the Park District expects when the bedding plants are delivered with the terms ‘Blooming or Green’. The goal is bedding plants of optimal development for transplanting. When seeding and plug transplanting dates are scheduled, take note of the wide range of delivery dates.

Some bedding plant varieties are in an optimal stage for transplanting when they are in bloom. In the **Maturity at Delivery** column these varieties are specified as ‘Blooming’.

With some bedding plants over-maturity can be a problem. There are varieties that do not perform well in the landscape if they are in full bloom and/or tall and spindly and/or root bound when transplanted. With these varieties the **Maturity at Delivery** column specifies ‘Green’ along with a recommended height.

There are some bedding plants grown primarily for their foliage. With these plants the **Maturity at Delivery** column will specify only a height.

- Immature plants, characterized by small-delicate vegetative growth and/or root systems insufficient to hold the soil together when they are removed from a cell-pack are unacceptable.
- All plants shall be treated with appropriate pesticides to control insect and disease problems. On delivery the plants need to be free of insect, disease, and weed pests as well as any hazardous pesticide residues.
- Use chemical growth retardants with caution. Bedding plants under the influence of growth retardants at the time of delivery are not permitted. If there is a question about the use of or need for chemical growth retardants, consultant with the Horticultural Supervisor.
- All plants are to be acclimated to outdoor conditions (i.e. temperature, wind, etc.) for one week prior to delivery.
- Delivery instructions are as follows:
  - Proper identification of individual packs within a flat is required. A minimum of four (4) labels per flat shall be placed within the flat.

## Champaign Park District: Request for Bids for Bedding Plants for 2022

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- b. Delivery dates specified on the Order Lists are approximate. Growers will receive a minimum 24 hours advance notice of exact delivery times.
- 3.05 Right to Refuse Delivery and/or Payment  
The Champaign Park District reserves the right to refuse delivery on and/or payment for all plants that fail to meet the cultural and delivery specifications.
- 3.06 Container Recycling  
The Champaign Park District will return non-disposable pots and flats to the vendor, if requested.
- 3.07 List of Seed and Plant Vendors  
A list of seed and plant vendors is provided below. The list includes the Key for the Code Letters used on Bedding Plant Order Lists. This is for information only. Bidders are not limited to vendors shown.

**Champaign Park District: Request for Bids for Bedding Plants for 2022**

**SEED AND PLANT VENDORS:**

Please note that not all companies listed below may be on the Bedding Plant Order List

<b>CODE LETTERS</b>	<b>COMPANY NAME</b>	<b>ADDRESS</b>	<b>CONTACT INFO.</b>
<b>BA</b>	Ball Seed Co. (Matt Higgs, 513-464-1355)	P. O. Box 335 West Chicago, IL 60185	1-800-879-BALL <a href="http://www.ballseed.com">www.ballseed.com</a>
<b>EX</b>	Express Seed Co.	300 Artino Drive Oberlin, OH 44074-1263	1-800-221-3838 <a href="http://www.expressseed.com">www.expressseed.com</a>
<b>ECKE</b>	Paul Ecke Ranch	P. O. Box 230488 Encinitas, CA 92023-0488	1-760-753-1134 <a href="http://www.ecke.com">www.ecke.com</a>
<b>GR</b>	Grimes Horticulture Inc.	11335 Concord-Hambden Rd. Concord, OH 44077	1-800-241-7333 <a href="http://www.grimes-horticulture.com">www.grimes-horticulture.com</a>
<b>GREEN-FUSE</b>	Greenfuse Botanicals, Inc.	220 18 <sup>th</sup> Street Santa Monica, CA 90402	1-800-422-4678 <a href="http://www.green-fuse.com">www.green-fuse.com</a>
<b>HS</b>	Harris Seeds	355 Paul Road P.O. Box 24966 Rochester, NY 14624-0966	1-800-544-7938 <a href="http://www.harriseseeds.com">www.harriseseeds.com</a>
<b>MAST</b>	Mast Young Plants	6564 Ridge Avenue N.W. Grand Rapids, MI 49544	1-616-784-0583 <a href="http://www.mastyoungplants.com">www.mastyoungplants.com</a>
<b>ML</b>	Michell's (Gerry Zeigler, Champaign, IL, 217-352-5542)	P. O. Box 60160 King of Prussia, PA 19406	1-800-422-4678 <a href="http://www.michels.com">www.michels.com</a>
<b>PKW</b>	Park Seed Wholesale	2 Parkton Avenue Greenwood, SC 29647-0002	1-800-845-3366 <a href="http://www.parkwholesale.com">www.parkwholesale.com</a>
<b>PW</b>	Proven Winner and Selection Varieties	Sources: EuroAmerican(888-323-0730) ( <a href="http://www.pweuro.com">www.pweuro.com</a> ) Four Star (734-654-6420) ( <a href="http://www.PWfourstar.com">www.PWfourstar.com</a> ) Pleasant View(603-435-8361) ( <a href="http://www.pwvpg.com">www.pwvpg.com</a> )	1-877-895-8138 <a href="http://www.provenwinners.com">www.provenwinners.com</a>
<b>SYN</b>	Syngenta Flowers Inc. GoldFisch-vegetative varieties  Goldsmith-seed varieties	6899 Winchester Circle, Suite 102 Boulder, Colorado 80301 P.O. Box 1349 Gilroy, California 95021-1349	1-800-344-7862 <a href="http://www.syngentaflowersinc.com">www.syngentaflowersinc.com</a> 1-800-549-0158 <a href="http://www.goldsmithseeds.com">www.goldsmithseeds.com</a>

**Champaign Park District: Request for Bids for Bedding Plants for 2022**

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**BID SIGNATURE PAGE**

The undersigned signatory for the bidder represents and warrants that they have full and complete authority to submit this bid to the Champaign Park District, and to enter into a contract if this bid is accepted.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SUBMITTED BY:**

\_\_\_\_\_  
Company

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

FEIN OR SS #: \_\_\_\_\_



## Champaign Park District: Request for Bids for Bedding Plants for 2022

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### SECTION V: COMMITMENT TO ENGAGE IN AFFIRMATIVE ACTION PRACTICES

A. The undersigned bidder/contractor/supplier/vendor understands and agrees:

It is the policy of \_\_\_\_\_ (*name of company*) that all applicants for employment and all employees be recruited, hired and assigned on the basis of merit without discrimination because of race, creed, color, national origin, sex, age or disability. The employment practices of this company have been and will continue to be such as to ensure that all employees are treated equally and that no distinctions are made in rates of pay, benefits or opportunities for advancement.

Therefore, employment of individuals, their assignment to jobs, their transfers and their promotions shall be determined by matching the requirements of an open position with the candidate's skills and qualifications without regard to race, creed, color, national origin, sex, age or disability.

All management and supervisory personnel shall continue to take positive action to ensure that all principles and objectives of the affirmative action program are complied with to carry out the provisions of the laws governing non-discrimination in employment.

B. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the park district upon request written evidence of the effectiveness of the above-required practices, policies and goals.

C. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the park district upon request statistical data concerning employee composition or membership composition by race, color, sex, age, disability and job description.

D. The undersigned bidder/contractor/supplier/vendor understands and agrees: to distribute copies of the above commitment (A) to all persons who participate in recruitment, screening, referral and selection of job applicants and prospective job applicants or members.

E. The undersigned bidder/contractor/supplier/vendor understands and agrees: to require any subcontractor to submit to the District a written commitment with who he/she contracts with in the amount of \$5,000.00/Sub-Contract or \$1,000.00/Supplier/Vendor (per purchase or in accumulated amount in any fiscal year of the District) or more to engage in Affirmative Action practices.

I certify that I have answered all the foregoing questions and provided all the foregoing information correctly and truthfully to the best of my knowledge and ability.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

*All information provided the Champaign Park District will be held in strictest confidence.*

# Champaign Park District: Request for Bids for Bedding Plants for 2022

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## SECTION VI: AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT

### Part I: Identification

1. Company's main office address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal employer's identification number: \_\_\_\_\_

2. In what capacity would the company do business with the park district?  
 Contractor    Sub-contractor    Vendor    Supplier    Other \_\_\_\_\_

3. Major activity of company (principle product or service). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Is the company presently pre-qualified to do business with the park district or other local and/or state government?  
 Yes    No   *If yes with what agency(ies)?* \_\_\_\_\_

During the last 12 months has the company performed business with any governmental agency federal, state, county, municipal, school districts, etc.)?

Yes    No   *If yes with what agency(ies)?* \_\_\_\_\_

### Part II: Policies and Practices

A. Is the company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, religion, sex, national origin or ancestry, age or disability?    Yes    No

B. Has the company developed a written affirmative action policy?  
 Yes    No   *If yes, a copy of the policy shall be provided to the District upon request.*

C. Does the company have an affirmative action officer or person responsible for affirmative action?  
 Yes   *If yes please complete.*    No

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

D. Does the company have bargaining agreements with employee organizations?  
 Yes    No

*If yes, have such organizations been notified of the company's responsibility to comply with the Champaign Park District's affirmative action program?*    Yes    No

**Champaign Park District: Request for Bids for Bedding Plants for 2022**

**SECTION VI: AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT (CONTINUED)**

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

E. Has the company notified all of its sub-contractors of their obligations to comply with the Champaign Park District's affirmative action program?       Yes       No

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Part III: Personnel Inventory**

Occupations	White		Black		Hispanic		Other	
	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers								
Professionals								
Technical								
Sales Workers								
Office & Clerical								
Crafts (skilled)								
Operatives (semi-skilled)								
Laborers (unskilled)								
Service Workers								
Apprentices (blue collar)								
On the job trainees (blue collar)								
On the job trainees (white collar)								
Totals								

The undersigned bidder/contractor/vendor/supplier has analyzed the workforce and submits the following workforce figures. The Champaign Park District will hold all information in the strictest confidence.

Above employee figures were obtained from:     Visual check                       Employment records

\_\_\_\_\_  
 Signature of Authorized Agent

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Telephone Number