



## **TOWN OF WAREHAM INVITATION FOR BID**

### *Purchase of Janitorial Supplies for the Wareham Public Schools*

Your participation is invited with regard to the above referenced bid. In order for your submission to be considered responsive this original document must be delivered prior to the time and at the place indicated herein. The Town of Wareham assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same documents to the bidder without notice.

Sealed bids for the purchase of **Janitorial supplies** shall be received at the Office of the Superintendent of Schools, on behalf of the Awarding Authority, the School Committee, Wareham Multi Service Center, 48 Marion Road, Wareham, MA 02571, until 10:00 a.m., **August 27, 2015 until 10AM** and at that time and place be publicly opened and read. Bid submissions must be made in a sealed envelope clearly marked "Janitorial Supplies Bid".

Specifications may be obtained from the Office of the Superintendent of Schools at the above address on or after 10:00 a.m., **August 13, 2015 or e-mailed if requested. Make request to [jtatro@wareham.k12.ma.us](mailto:jtatro@wareham.k12.ma.us).**

The Town of Wareham reserves the right to reject any and all bids, in whole or in part and to make awards in a manner deemed in the best interest of the Town as provided by M.G.L.

The Town of Wareham is an equal Opportunity Employer.

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### **I. SUBMISSION REQUIREMENTS**

A. The bid must be submitted on this original form.

1. The bid may be withdrawn or amended without prejudice between the time of submission and the time of opening. Amended bids shall be marked "AMENDED ON (insert date)" on the bid form.
2. All bid amounts will be considered firm and may not be withdrawn for a period of no less than Forty-five (45) days from the date of opening, unless stated otherwise.

- B. Bid submissions shall be made in a sealed envelope clearly marked "Janitorial Supplies Bid". In the event that the Wareham Multi Service Center is closed due to any reason, including but not limited to inclement weather, this bid will be opened at the same time and place on the next day that the Wareham Multi Service Center is in operation. The Town of Wareham assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to bidder without notice.
- C. Where the word "signed" appears, it refers to the hand written signature of the individual authorized to execute the contract. Bids "signed" by any way other than described here will be considered non-responsive.
- D. Use of a corporate seal is required only when applicable and available
- E. The apparent low bidder must submit certificates of insurance within fifteen (15) business days of the request from the Town. (also see Section VII. Insurance)
- F. In lieu of a bid deposit and/or performance bond, the Town reserves the right to deem as not responsible and ineligible to conduct business with the Town for a period of two (2) years if same vendor 1.) Withdraws a bid proposal between the time of the bid opening and the time of an award or thirty (30) days, whichever is less and/or 2.) Fails if awarded a bid, to honor the terms of the award during the stated contract period.
- G. The bidder must also provide:
- Signed (and sealed when applicable) certification that the bidder has paid all state taxes due (ANNEX C).
  - Signed (and sealed when applicable) certification of prices bid (section XI).
  - Signed (and sealed when applicable) certification that the bidder has not colluded with any other party in the preparation and submission of his/her bid (ANNEX B).
  - Signed and sealed certification of vote (for use by Corporations). Bidders may submit their own corporate vote or in lieu of the corporate vote, someone authorized to commit the company may execute the bid. This authorization must be included in the bid submittal.
  - Details of 3 references of customers to which similar products have been delivered in similar or greater quantities within a one year period (ANNEX D).

## II. KEY DATES

August 13, 2015  
August 20, 2015  
August 27, 2015

Bid Specifications available  
Question / Clarification Deadline  
Bid Opening

### **III. REQUEST FOR INTERPRETATION**

- A. Bidders shall promptly notify the Town of any ambiguity, inconsistency, or error which they may discover upon examination of the contract documents, the site and local conditions.
- B. Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to [jtatro@wareham.k12.ma.us](mailto:jtatro@wareham.k12.ma.us). The Town will only answer such requests if received by August 20, 2015 at 12:00 PM.
- C. Interpretation, correction or change in the Contract Documents will be made by addendum which will become part of the Contract Documents, and will be available on line at [www.wareham.ma.us](http://www.wareham.ma.us). The addenda will also be e-mailed to every individual or firm on record as having taken a set of Contract documents.

### **IV. CONTRACT DOCUMENTS**

- A. The contract documents will consist of all bid forms as attached hereto. In addition, the following documents will be included
  - 1. All submissions required by Section I "Submissions Requirements"
  - 2. Any IFB addendum
  - 3. Notification of Award
  - 4. Any other documents by mutual agreement of the Town and successful bidder.
- B. A draft contract is provided in ANNEX A and this is an example only and should not be completed with the bid.

### **V. AWARD OF CONTRACT**

- A. There may be multiple low bidders based on the lowest pricing for each individual item. In the event that the Town receives low bids in the identical amount from two or more responsive and responsible Bidders, the Town shall select the successful Bidder by blind selection process chosen by the Town, such as by flipping a coin.
- B. Janitorial Supplies must be delivered to the school that orders the supply.
- C. All bids for this purchase and installation are subject to applicable public bidding laws of Massachusetts, including G.L. Chapter 30B.
- D. It is anticipated that this bid will be awarded within thirty (30) days after bid opening.
- E. Purchases by the Town of Wareham are exempt from any Federal, State or Massachusetts Municipal Sales Taxes
- F. The Wareham Public schools may require the submission of samples either before or after the awarding of the contract. Samples are to be submitted, at no charge to the Town, so as to ascertain the products suitability

- G. The contractor shall pay freight and delivery charges.
- H. The contractor deliver the products when order by the custodial staff.
- I. Bid pricing shall encompass everything necessary for furnishing all items, materials, supplies or services as specified.
- J. The quantity listed on the bid sheet is not a guarantee of the amount to be purchased.
- K. The actual quantity ordered may be more or less then the number listed.

## **VI. EVALUATION CRITERIA**

- A. *The successful bid will be the bid providing the “Best Price” (see “Price Evaluation” below) from all bids considered to be responsive and reasonable. The Town retains the right to waive minor informalities. If two bids are the same bid which most closely matches the specifications will be chosen.*
- B. A responsive bid meets all of the following criteria:
  - 1. Answers all questions as required by this bid document
  - 2. Includes copies of the Warranty information
  - 3. Includes all forms and certifications required by Section I öSubmission Requirementsö

## **VII. PRICE EVALUATION**

- A. Quoted prices are guaranteed to be fixed.
- B. No additional cost shall be added for delivery.

## VIII. SUPPLIES BID SHEETS

- A. Supply quantities are estimates only. The Town makes no guarantees as to supplies actually procured. Bid prices shall include inside delivery.
- B. Approved Equal MUST include manufacturer's brand name, product number and unit size with bid.
- C. Bidders may bid on some or all of the items listed.
- D. If bidding an approved equal or a generic product, samples may be required upon request prior to the award. Samples must be received within 7 days after request has been made by Wareham Public Schools.
- E. An electronically editable version of this table can be provided on request.

<b><u>CATEGORY</u></b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>BRAND/MODEL</b>	<b>UNIT \$</b>	<b>TOTAL \$</b>
CLEANING PRODUCTS	ZORBA 100' ABSORB PADS	BX/100	1			
CLEANING PRODUCTS	AEROSOL DUST MOP SPRAY	EA	3			
CLEANING PRODUCTS	VANDAL REMOVER	CS/12	4			
CLEANING PRODUCTS	ALPET D2 (DISINFECTANT)	5 GALS.	5			
CLEANING PRODUCTS	ALPET CARTRIDGES (WIPES - REFILL)	CS/12	16			
CLEANING PRODUCTS	ALPET CANISTER	EA	6			
CLEANING PRODUCTS	MINT DC (DISINFECTANT)	5 GALS.	14			
CLEANING PRODUCTS	QTS BOWL SEPT	EA	2			
CLEANING PRODUCTS	TEK DEFOAMER GAL	EA	3			
CLEANING PRODUCTS	WINDOW CLEANER GAL	EA	35			

CATEGORY	DESCRIPTION	UNIT	QTY	BRAND/MODEL	UNIT \$	TOTAL \$
CLEANING PRODUCTS	BLUE THUNDER DEGREASER 5 GAL	EA	1			
CLEANING PRODUCTS	BLEACH GAL	EA	360			
CLEANING PRODUCTS	BAC T GALLON	EA	0			
CLEANING PRODUCTS	SPOT & STAIN REMOVER QT	EA	12			
CLEANING PRODUCTS	TRIGGER	EA	60			
CLEANING PRODUCTS	32 OZ BOTTLE (EMPTY)	EA	60			
CLEANING PRODUCTS	HD PLUNGER	EA	2			
CLEANING PRODUCTS	SPICK/SPAN POWDER	CS/12	0			
CLEANING PRODUCTS	CITRUS DISINFECTANT SPRAY	EA	48			
CLEANING PRODUCTS	STAINLESS STEEL CLEANER	CS/12	6			
CLEANING PRODUCTS	20 -LP MISTY LEMON PEEL BATH SPRAY	CS/12	2			
CLEANING PRODUCTS	GREENWORKS SPRAY	CS/12	15			
CLEANING PRODUCTS	CLOROX DISINFECT WIPES	CS/6	4			
CLEANING PRODUCTS	CLOROX DISINFECT BATHROOM CLNR	CS/9	0			
CLEANING PRODUCTS	SPIC & SPAN 12/27OZ BOX	CS/12	8			
CLEANING PRODUCTS	CITRA SOLVE	CS/12	1			
MOPS, DUSTERS, PADS	5X125 DUSTER	CS/2	3			
MOPS, DUSTERS, PADS	17" WHITE PAD	EA	50			
MOPS, DUSTERS, PADS	20" BLACK PAD (STRIPPING)	EA	70			

CATEGORY	DESCRIPTION	UNIT	QTY	BRAND/MODEL	UNIT \$	TOTAL \$
MOPS, DUSTERS, PADS	3M 20" HI PRO PAD	EA	30			
MOPS, DUSTERS, PADS	3M ERASER PAD 4PK	PK/4	100			
MOPS, DUSTERS, PADS	6X9 GREEN SCOUR PAD	PK/20	50			
MOPS, DUSTERS, PADS	LG ANGLE BROOM	EA	6			
MOPS, DUSTERS, PADS	LOBBY DUST PAN	EA	20			
MOPS, DUSTERS, PADS	DUST MOP TREATMENT AEROSOL CAN/12 CANS	CS/12	2			
EQUIPMENT	3-SPEED BLOWER/DRYER	EA	1			
FLOOR CLEANERS	BURLY BLUE FLOOR CLEANER	5 GALS.	7			
FLOOR CLEANERS	5 GAL SEALOCK	EA	60			
FLOOR CLEANERS	5 GAL HELIOS	EA	78			
FLOOR CLEANERS	5 GAL EXPRESS PLUS	EA	65			
FLOOR CLEANERS	3M 18" FLOOR WAX PAD (2/PK)	PK	2			
FLOOR CLEANERS	18" REFILL FOR FLOOR COATER	EA	0			
FLOORING	14" X 20" MAROON PAD	EA	40			
FLOORING	14X20 BLACK STRIPPING PADS	EA	30			
FLOORING	17" BLACK PADS STRIPPING	EA	20			
FLOORING	20" GREEN SPAD	CS/20	2			
GLOVES	MEDIUM RUBBER GLOVES	PAIR	10			
GLOVES	LG VINYL GLOVES 100/BX	BX	110			
GLOVES	X-LARGE VINYL GLOVES	BX	80			
GLOVES	LG LATEX GLOVE	BX	110			
ICE MELT	50# COOL BLUE ICE MELT	EA	250			



<b>CATEGORY</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>BRAND/MODEL</b>	<b>UNIT \$</b>	<b>TOTAL \$</b>
ODOR CONTROL	ODOR ELIMINATOR GAL	EA	20			
ODOR CONTROL	DISENFECTANT SPRAY DEODORANT	CS/12	5			
PAPER PRODUCTS	FACIAL TISSUE	CS/12	40			
PAPER PRODUCTS	#4 SANI NAPKINS	CS/250	3			
PAPER PRODUCTS	SINGLE BAR CHROME TT DISPENSER	EA	4			
PAPER PRODUCTS	DBL BAR CHROME TT DISPENSER	EA	2			
PAPER PRODUCTS	KRAFT MULTIFOLD TOWEL	CS/16	650			
PAPER PRODUCTS	KRAFT SINGLE FOLD	CS/16	120			
PAPER PRODUCTS	1 PLY TOILET TISSUE	CS/96	100			
PAPER PRODUCTS	2 PLY TOILET TISSUE	CS/96	30			
PAPER PRODUCTS	ENMOTION TOWEL	CS/6	8			
PAPER PRODUCTS	F&G PAPER BAGS 10/PK	PK/10	2			
PEST CONTROL	WASP & HORNET SPRAY	EA	1			
SNOW SHOVEL	SNOW SHOVEL	EA	6			
SOAP	800 ML HAND SOAP LOTION SOAP - IN- BOX	CS/12	11			
SOAP	LAUNDRY BRITE	50PDS	8			
SOAP	TEK HAND SOAP GAL	EA	136			
SPONGES, RAGS, WIPE	50# T SHIRT TOWEL	EA	6			
SPONGES, RAGS, WIPE	SM CELL SPONGE	EA	80			
TRASH BAGS AND LINERS	#77 WAX BAGS	CS/500	4			
TRASH BAGS AND LINERS	24X33 (8) 1M/CS 16/GAL WASTE BASKET	CS/12	155			
TRASH BAGS AND LINERS	30X37 (10) 500(CS) 30 GAL TRASH BAG	CS/12	25			

CATEGORY	DESCRIPTION	UNIT	QTY	BRAND/MODEL	UNIT \$	TOTAL \$
TRASH BAGS AND LINERS	38X60 (22) 150/CS 55GAL TRASH LINER	CS/12	40			
TRASH BAGS AND LINERS	40X48 (16) 250/CS 44 GAL TRASH LINER	CS/12	195			
TRASH BAGS AND LINERS	BACK PACK BAGS	PK/10	5			
TRASH BAGS AND LINERS	40X46 2ML BLACK TRASH LINER	CS/12	40			
VACUUM	14" CONQUEST	EA	1			
VACUUM	18" CONQUEST	EA	1			
VACUUM	INSIGHT VACUUM	EA	1			
VACUUM	S&D BAGS 5PK FOR DURALUX	PK/5	4			
VACUUM	CRUSADER FOAM FILTER	EA	2			
MOPS, SQUEEGEE, BUCKETS	LOBBY BROOM	EA	18			
MOPS, SQUEEGEE, BUCKETS	SPRAY DUST MOP TREATMENT	CS/12	8			
MOPS, SQUEEGEE, BUCKETS	TRIANGLE MOP REFILL	EA	12			
MOPS, SQUEEGEE, BUCKETS	24X5 REFILL (MOP)	EA	24			
MOPS, SQUEEGEE, BUCKETS	36X5 REFILL (MOP)	EA	24			
MOPS, SQUEEGEE, BUCKETS	48X5 REFILL (MOP)	EA	18			
MOPS, SQUEEGEE, BUCKETS	JAWS MOP HANDLE	EA	18			
MOPS, SQUEEGEE, BUCKETS	METAL THREAD HANDLE	EA	6			
MOPS, SQUEEGEE, BUCKETS	BOWL MOP	EA	48			
MOPS, SQUEEGEE, BUCKETS	20 OZ COTTON MOP	EA	24			
MOPS, SQUEEGEE, BUCKETS	24 OZ COTTON MOP	EA	48			

<b>CATEGORY</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>BRAND/MODEL</b>	<b>UNIT \$</b>	<b>TOTAL \$</b>
MOPS, SQUEEGEE, BUCKETS	SIDEPRESS WRINGER COMBO	EA	2			
MOPS, SQUEEGEE, BUCKETS	32 GALLON BRUTE BARREL	EA	4			
MOPS, SQUEEGEE, BUCKETS	44 GAL BRUTE BARREL	EA	0			
MOPS, SQUEEGEE, BUCKETS	BRUTE DOLLY	EA	2			
MOPS, SQUEEGEE, BUCKETS	SWIFTER REFILLS	CS/96	5			
AIR FILTERS	PRE PLEAT SYNTH FILTER, 16" X 25" X 2"	CS/6	10			
AIR FILTERS	PRE PLEAT SYNTH FILTER, 10" X 60" X 1"	CS/6	10			
AIR FILTERS	PRE PLEAT SYNTH FILTER, 10" X 36" X 1"	CS/6	4			
AIR FILTERS	PRE PLEAT SYNTH FILTER, 10" X 48" X 1"	CS/6	2			

## **IX. SUBSTITUTION**

- A. All specifications are minimum requirements and bidders may offer equipment that exceeds the quoted specification.
- B. In the event that a proprietary specification is used, the intent is to clearly and best describe a minimum acceptable standard of quality and in no way reduce the competitiveness of the bid. Where proprietary specifications are used, alternate items of æqual to or better thanøstandard may be substituted unless stated otherwise.
- C. When a substitution is made, the burden of proof shall be on the bidder to demonstrate that the substitute is in fact equal to better than the standard used.
- D. The bidder shall submit sufficient specification sheets so as to permit a review and comparison. Bids not containing said documentation may be considered non-responsive at the sole discretion of the Town.

## **X. ASSIGNMENT OF CONTRACT**

- A. The contractor shall not assign or sublet or otherwise transfer the work required under this contract, in whole or in part, without the prior written consent of the Town, and shall not, either legally or equitably assign any of the money payable under this contract, except by and with written consent of the Town.

## **XI. CONTRACT PRICES**

A. The bidder above-mentioned declares and certifies:

- a. That said bidder has carefully examined the instructions to bidders, schedules, and specifications prepared under the direction of the Wareham School Committee, and will, if successful in the bid, furnish, install and deliver at the prices bid and within the time stated, all the materials, services or labor for which this bid is made.
- b. No plea of mistake in an accepted bid shall be available to the undersigned bidder.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

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

Corporate Seal

(Corporate seal)

## **ANNEX A: EXAMPLE CONTRACT**

EXAMPLE ONLY  
FINAL CONTRACTUAL TERMS TO BE AGREED UPON WITH SUCCESSFUL BIDDER

### **CONTRACT BETWEEN THE TOWN OF WAREHAM** **and** **(INSERT VENDOR/COMPANY NAME)**

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between the Town of Wareham and (INSERT VENDOR/COMPANY NAME), with a principal place of business at \_\_\_\_\_. The Town and (Vendor/Company) contract for services under the terms and conditions set forth herein.

#### **I. SERVICES**

(Vendor/Company) will provide the following goods or services:

(Insert description of goods purchased including quantity, manufacturer, model, publisher or any relevant information OR insert description of the services to be rendered. If the goods/services are procured through the State bid list/COMPASS or through a consortium bid, please insert name and reference number to such bid.)

#### **II. COMPENSATION**

The, (Vendor/Company) shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town, reflecting supplies ordered and delivered. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to (Vendor/Company) reflected in the bid sheet

#### **III. TIME FOR PERFORMANCE**

All services pursuant to this contract shall be performed by (Vendor/Company) within 10 working days of order being placed.

#### **IV. SUBJECT TO APPROPRIATION**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

## **V. ASSIGNMENT**

(Vendor/Company) shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon (Vendorø/Companyø) assigns, transferees and/or successors in interest.

## **VI. PREVAILING STATUTORY AUTHORITY**

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

## **VII. INSURANCE (applicable to service contracts; limits may vary depending upon complexity and nature of services)**

(Vendor/Company) shall maintain the following insurance coverage:

- a. General Comprehensive Liability in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate;
- b. Automobile Liability in the amount of \$200,000 for personal injury and property damage;
- c. Professional Errors and Omissions Liability in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate; and
- d. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Law Chapter 152.

## **VIII. INDEMNIFICATION**

(Vendor/Company) hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of the (Vendorø/Companyø) performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

## **IX. TERMINATION**

This contract may be terminated by either party upon receipt of ten (10) days advance written notice by certified mail to the signatories of the Town Department and (Vendor/Company) noted below. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. (Vendor/Company) shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

## **ANNEX B: CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

### **FIRM**

<b>FIRM</b>	
<b>ADDRESS</b>	

### **AUTHORIZED INDIVIDUAL**

<b>SIGNATURE</b>			
<b>NAME</b>		<b>TITLE</b>	
<b>TELEPHONE</b>		<b>FAX</b>	
<b>EMAIL</b>			
<b>DATE</b>			

**NOTE:** This certificate must be signed by the individual submitting the bid or proposal.



## **ANNEX C: STATE TAXES CERTIFICATION CLAUSE**

I certify under the penalties of perjury that, I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

\_\_\_\_\_  
\*Signature of individual or Corporate  
Name (Mandatory)

By:\_\_\_\_\_  
Corporate Officer (Mandatory, if  
applicable)

\_\_\_\_\_  
\*\*Social Security Number (Voluntary)  
Or Federal Identification Number

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L..62C s. 49.A.

## ANNEX D: REFERENCES

Bidders must provide a list of at least 3 references of customers to which similar products have been delivered in similar or greater quantities within a one year period.

The Purchasing Agent will be verifying the quality of the product delivered.

- 1    Customer: \_\_\_\_\_                      Quantity: \_\_\_\_\_  
  
      Contact Name: \_\_\_\_\_              Phone Phone: \_\_\_\_\_
  
- 2    Customer: \_\_\_\_\_                      Quantity: \_\_\_\_\_  
  
      Contact Name: \_\_\_\_\_              Phone Phone: \_\_\_\_\_
  
- 3    Customer: \_\_\_\_\_                      Quantity: \_\_\_\_\_  
  
      Contact Name: \_\_\_\_\_              Phone Phone: \_\_\_\_\_