# Seneca-Crawford Area Transportation

**3446 S. Township Rd. 151**

Tiffin, Ohio 44883

**REQUEST FOR PROPOSAL**

BID SOLICITATION DOCUMENT

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| **SOLICITATION INFORMATION** |
| Bid Number: | OPT2-06 | Solicitation Issued: | 5/11/2023 |
| Description: | Restoration of 28.5 x 74 Building @ 269 E Jackson St. Fostoria, Oh 44830 Build a 60 x 72 x 12 Steel Frame Building, Metal Siding  |
| Agency: | Seneca-Crawford Area Transportation |

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| **SUBMISSION DEADLINE FOR RESPONSE** |
| Bid Submission Deadline: | June 30, 2023 5:00 pm | Bid Opening Date/Time: | July 6, 2023, 5:00 PM |
| Proposals **shall not** be accepted after the designated Bid Submission date and time. It is the responsibility of Contractors to submit proposals at the designated location on or before the Bid Submission date and time. Proposals received after the designated Bid Submission date and time **shall** be considered late and **shall** be returned to the Contractor without further review. |

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| **DELIVERY OF RESPONSE DOCUMENTS** |
| Delivery Address: | Seneca-Crawford Area Transportation ATTN: Mary E. Habig3446 S. Township Rd 151 Tiffin, Ohio 44883Delivery providers, USPS, UPS, and FedEx deliver mail to the Agency’s street address on a schedule determined by each individual provider. These providers will deliver to the Agency based solely on the street address. |
| Proposal’s Outer Packaging: | Outer packaging **must** be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.* Bid number
* Date and time of bid opening
* Contractor’s name and return address
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| **AGENCY CONTACT INFORMATION** |
| Agency Buyer: | Mary E. Habig | Buyer’s Direct Phone Number: | 419-448-7344 |
| Email Address: | scat@bright.net | Agency’s Main Number: | 419-448-7344 |
| Agency Website: | Senecascat.org |

**SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

### PURPOSE

Seneca-Crawford Area Transportation, herein known as “SCAT” or “Agency” is seeking to contract with Industrial Contractor, herein known as “Contractor” to complete Restoration of an approximately 28.5 x 74 Building that will be used as an Office and Build a 60 x 72 x as Steel Frame Building, Metal Siding that will be used as a bus storage garage. Location: 269 E. Jackson St. Fostoria, OH 44830

### TYPE OF CONTRACT

* + 1. A Term contract will be awarded to **one** Industrial Contractor
		2. The term of this contract **shall** be for 16 weeks. The anticipated starting date for the contract is July 31, 2023.

### ISSUING AGENCY

SCAT, is the sole point of contact throughout this solicitation.

### BID OPENING LOCATION

Proposals submitted by the Bid Submission date **shall** be opened at the following location on June 30,2023 @ 5:00 pm:

Seneca-Crawford Area Transportation

3446 S. Twp. Rd 151

Tiffin, OH 44883

### DEFINITION OF REQUIREMENT

* + 1. The words “**must**” and “**shall**” signify a Requirement of this solicitation and that Contractor’s agreement to and compliance with that item is mandatory.
		2. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the Contractor’s proposal or in subsequent correspondence, **shall** cause the Contractor’s proposal to be disqualified.

### DEFINITION OF TERMS

* + 1. SCAT has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
		2. The terms “Request for Proposal”, “RFP” and “Bid Solicitation” are used synonymously in this document.

### RESPONSE DOCUMENTS

* + 1. Original Contractor Submission
			1. Contractor bid submission **must** be submitted on or before the submission deadline date and time.
			2. Contractor bid submission should be clearly marked “Original” and **must** include the following:
				1. Original signed *Proposal Signature Page*. (See *Proposal Signature Page.)*
				2. List of benefits that comes with contracting with Contractor
				3. List of services provided
				4. Proof of current Worker Compensation Insurance
				5. Proof of General Liability Insurance and/or Surety Bond
				6. Two (2) current Business References
		2. Additional Copies and Redacted Copies

Additional copies are **NOT** required for this solicitation.

### ORGANIZATION OF RESPONSE DOCUMENTS

* + 1. It is strongly recommended that Contractors adhere to the following format and suggestions when preparing their proposal response.
		2. The original submission should be arranged in the following order.
* Proposal Signature Page
* Proof of Worker Compensation Insurance
* Proof of General Liability Insurance and/or Surety Bond
* Two (2) current Business References
* List of benefits
* List of services provided
* Cost Summary
* Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation’s* item number.

### CLARIFICATION OF BID SOLICITATION

* + 1. Contractors may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions **must** be submitted by 5:00 p.m. on June 26, 2023. Submit written questions by email to the Agency buyer as shown on page one (1) of this *Bid Solicitation*.
			1. For each question submitted, Contractor should reference the specific solicitation item to which the question refers.
			2. Contractors’ written questions will be consolidated and responded to by the Agency. The Agency’s consolidated written response is anticipated to be posted Agency’s website ([www.senecascat.org](http://www.senecascat.org)) by 5:00 pm June 27, 2023
		2. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at Contractor’s risk.

### PROPOSAL SIGNATURE PAGE

* + 1. An official authorized to bind the Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page*

included in the solicitation.

* + 1. Contractor’s signature on this page **shall** signify Contractor’s agreement that either of the following **shall** cause the Contractor’s proposal to be disqualified:
			1. Additional terms or conditions submitted intentionally or inadvertently.
			2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

### SUBCONTRACTORS

* + 1. Subcontractors are allowed to perform work under the terms of this contract.
		2. Contractor is responsible to assure subcontractors’ qualifications and work performance.
		3. Contractor will be liable for any damage, thief or misconduct of subcontractor.
		4. Contractor is liable for all actions of subcontractor.

### PRICING

* + 1. Contractor **must** include pricing***.*** Any cost not identified by the successful Contractor but subsequently incurred in order to achieve successful operation **shall** be borne by the Contractor.
		2. To allow time to evaluate proposals, prices **must** be valid for 90 days following the bid opening.
		3. Failure to submit pricing **shall** result in disqualification.
		4. All proposal pricing **must** be in United States dollars and cents

### PRIME CONTRACTOR RESPONSIBILITY

* + 1. A joint proposal submitted by two or more Contractors is not acceptable.
		2. The contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

### INDEPENDENT PRICE DETERMINATION

* + 1. By submission of this proposal, the Contractor certifies, that in connection with this proposal:
* The prices in the proposal have been arrived at independently, without collusion.
* No prior information concerning these prices has been received from, or given to, a competitive company.

### CAUTION TO CONTRACTORS

* + 1. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the Agency.
		2. Contractor **must not** alter any language in any solicitation document provided by SCAT.
		3. Contractor **must not** alter the Official Bid Price Sheet.
		4. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
		5. Proposals **must** be submitted only the English language.
		6. The Agency **shall** have the right to award or not award a contract, if it is in the best interest of the Agency to do so.
		7. Contractor **must** provide clarification of any information in their response documents as requested by the Agency.
		8. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
		9. Contractors may submit multiple proposals.

### REQUIREMENT OF ADDENDUM

* + 1. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by the Agency.
		2. An addendum posted within two (2) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
		3. The Contractor **shall** be responsible for obtaining all required permits and interacts with code officials.

### AWARD PROCESS

* + 1. Successful Contractor(s) Selection

Contractor selection shall be based on acceptable pricing as well as Contractor ability to complete service requirements. Contractors must also agree to all terms and conditions listed within this solicitation. Failure to agree to all conditions or meet or exceed service requirements may deem Contractor non-responsible.

* + 1. Negotiations
			1. If the Agency so chooses, it **shall** have the right to conduct negotiations with any or all Contractor(s). All negotiations **shall** be conducted at the sole discretion of the Agency. The Agency **shall** solely determine the items to be negotiated.
			2. If negotiations fail to result in a contract with a Contractor, the Agency **shall** declare the Contractor as non- responsive.
		2. Anticipation to Award

Awards shall not be posted for solicitation. Contractors shall be contacted individually.

* + 1. Issuance of Contract
			1. Any resultant contract of this *Bid Solicitation*, if any, **shall** be subject to Agency approval processes, which may include Legislative review and approval.
			2. The Agency will be responsible for award and administration of any resulting contract.

### EQUAL OPPORTUNITY POLICY

* + 1. Agency is required to have a copy of the Contractor’s Equal *Opportunity (EO) Policy* prior to issuing a contract award.
		2. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
		3. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other agencies that must also comply with this statute.
		4. Contractors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

### PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

A. Prior to the award of a contract, selected Contractor **must** certify that they do not employ or contract with illegal immigrants.

### PAST PERFORMANCE

A Contractor's past performance may be used to determine if the Contractor is “responsible”. Proposals submitted by Contractors determined to be non-responsible **shall** be disqualified.

### PUBLICITY

* + 1. Contractor **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without the Agency’s prior written approval.
		2. Failure to comply with this Requirement **shall** be cause for a Contractor’s proposal to be disqualified.

### RESERVATION

The Agency **shall not** pay costs incurred in the preparation of a proposal.

## SECTION 2 – SERVICE REQUIREMENTS

### INTRODUCTION

Seneca-Crawford Area Transportation (herein known as “SCAT”) is seeking to contract with Industrial Contractor to complete Restoration of a 28.5 x 74 Building that will be used as Office use and to build a 60 x 72 x 12 Steel Frame Building, Metal Siding for Bus Storage. Location: 269 E Jackson St, Fostoria, OH 44830

### DUTIES

The descriptions below are meant to describe the typical kinds of duties or difficulty level that may be required of jobs with this title. The use of a particular expression shall not limit or exclude other duties or difficulty levels not mentioned. This job description is not meant to limit or modify SCAT’s right to assign, direct or control the work assigned to this position.

### Scope of Work

Primary work includes, but may not be limited to:

**Present Building**

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| * Repair exterior brick
* Replace and install new roof
* Replace all exterior doors.
* Remove and replace exterior lights with Security Lighting over doors. Outside NW Corner Security light with motion sensor.
* Paint Exterior block walls.
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| * Install electric strikes on four (4) man doors and one (1) double man door, with key-fob reader for entry
* Add exterior electoral outlets
* Remove interior block walls.
* Replace flooring
* Remove and replace electrical
* Replace lighting with LED with motion sensors
* Install drain lines as needed
* Remove and replace HAVC system including duck work
 |  |  |
| * Complete restroom renovation
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| * Daily clean-up of construction debris
* Remove entire perimeter fence with barbed wire and replace with new 6 -8 ‘chain linked fence with Barbed wire, minimum 3 strains.
* Fence replaces as following: 96’West side, 173 North side and 96 East side.
* Install East side entry Gate-Vertical Pivoting with key pad control; West side gate Exit-Vertical Pivoting with key pad control.

**New Building*** Build 60 x70 x 12 Steel Frame Building, medal siding
* Roof Truss designed must including hurricane straps
* Two (2) 36’ wide metal man doors, (No windows).
* Four (4) non-opening windows on upper portion of building on East and West sides.
* Circuit breaker box
* 10 Interior receptacles
* Interior lights LED with motion sensors
* Concrete floor
* Floor drain
* Wire to accommodate two (2) electric vehicle charging stations
* 2 exterior receptacle
* Security lighting on SE corner of building
* Exterior LED with Motion sensors above two (2) man doors
* Install four (4) 6” diameter pipe bollards for protecting at each of the overhead doors

**Inside Fence*** Repair and paint canopy
* Replace gutters and down spouts
* Replace electrical with LED lights with motion sensors
* Replace concrete with asphalt
* Replace/repair asphalt
* Add security lights with motion sensor all 4 corners
* Resurface entire lot

Dispose of all debris off siteEnsure the job site is secure every night |  |  |

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## SECTION 3 – SUBMISSION DOCUMENTS

### SUBMISSION DOCUMENTS

Contractor **shall** submit the following information on a separate sheet(s).

* + 1. Contractor rates.
		2. List of benefits that comes with contracting with Contractor, such as drug screening, background checks, skill set testing, reports, included online services, etc.
		3. List of services you provide.
		4. List of Contractor’s terms and conditions

### ADDITIONAL DOCUMENTS

Contractor **shall** also submit the following information:

* + 1. Signed Signature Page
		2. Equal Opportunity Policy

## SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

### PAYMENT AND INVOICE PROVISIONS

* + 1. All invoices **shall** be emailed to: scat@bright.net
		2. Payments will begin upon acceptance goods and services by the Agency.
		3. The Agency **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
		4. Payment will be made only after the Contractor has successfully satisfied the Agency as to the reliability and effectiveness of the goods or services purchased as a whole.
		5. The Contractor should invoice the agency by an itemized list of charges. The Contract Number should be referenced on each invoice.

### GENERAL INFORMATION

* + 1. The Agency **shall not** pay damages, legal expenses or other costs and expenses of any other party.
		2. Any litigation involving the Agency **must** take place in Seneca, Ohio.
		3. The Agency **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Ohio.
		4. A contract **shall not** be effective prior to award being made by the Agency.
		5. In a contract with another party, the Contractor will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the Contractor has such risk, when:
			- The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and
			- The contract has required the Contractor to carry insurance for such risk.

### CONDITIONS OF CONTRACT

* + 1. The Contractor **shall** at all times observe and comply with federal and State of Ohio laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
		2. The Contractor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

### STATEMENT OF LIABILITY

* + 1. The Agency will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor **shall** retain total liability for equipment, software and technical and business or operations literature. The Agency **shall** not at any time be responsible for or accept liability for any Contractor-owned items.
		2. The Contractor’s liability for damages to the Agency **shall** be limited to the value of the Contract or $5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney’s fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the Agency **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney’s fees awarded by a court in addition to damages after litigation based on the Contract.
		3. Language in these terms and conditions **shall not** be construed or deemed as the Agency waiver of its right of sovereign immunity. The Contractor agrees that any claims against the Agency, whether sounding in tort or in contract, **shall** be brought before the Ohio Claims Commission as provided by Ohio law, and **shall** be governed accordingly.

### RECORD RETENTION

* + 1. The Contractor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Ohio Law. Upon request, access **shall** be granted to Agency, State or Federal Government entities or any of their duly authorized representatives.
		2. Financial and accounting records **shall** be made available, upon request, to the State of Ohio’s designee(s) at any time during the contract period and any extension thereof, and for seven (7) years from expiration date and final payment on the contract or extension thereof.
		3. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

### PRICE ESCALATION

* + 1. The Contractor **must** provide to the Agency a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. The Agency **shall** have the right to require additional information pertaining to the requested increase.
		2. Increases **shall not** be considered to increase profit or margins.
		3. The Agency **shall** have the right to approve or deny the request.

### CONFIDENTIALITY

* + 1. The Contractor, Contractor’s subsidiaries, and Contractor’s employees **shall** be bound to all laws and to all requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
		2. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the Agency **shall** have the right to cancel the contract on these grounds.
		3. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

### CONTRACT INTERPRETATION

Should the Agency and Contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State of Ohio **shall** be final and controlling.

### CANCELLATION

* + 1. In the event the Agency no longer needs the service or commodity specified in the contract, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. The Agency **shall** give the Contractor written notice of cancellation, specifying the terms and the effective date of contact termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
		2. Upon default of a Contractor, the Agency **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

### SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the Agency and the Contractor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

## SECTION 5 – STANDARD TERMS AND CONDITIONS

1. **GENERAL**: Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the Agency.
2. **ACCEPTANCE AND REJECTION**: The Agency **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the Agency.
3. **BID SUBMISSION**: Original Proposal Packets **must** be submitted to the Agency on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES**: Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES**: Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The Agency may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES**: Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The Agency **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the Agency may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY**: The Contractor hereby guarantees that all work performed under this contract shall be of acceptable quality. The Contractor **shall** further guarantee that if assigned personnel do not perform up to an acceptable level, a new person, at the Agency’s request, shall be assigned. The Contractor **shall** guarantee that all applicable laws have been complied with relating to temporary service agencies.
8. **AMENDMENTS**: Contractor’s proposals cannot be altered or amended after the bid opening except as permitted by regulation. Details may be negotiated at Agency’s request.
9. **TAXES AND TRADE DISCOUNTS**: Do not include State or local sales taxes in the bid price. Agency is a Tax Exempt, Non Profit 501 (c) (3) Agency: TAX ID: 34-1762284



*Type or Print the following information.*

**OPT2-6**

#  PROPOSAL SIGNATURE PAGE

**Restoration of 28.5 x 74 Building**

 **And**

**Build a 60 x 72 x 12 Steel Frame Building**

**269 E Jackson St. Fostoria, OH 44830**

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| **PROSPECTIVE CONTRACTOR’S INFORMATION** |
| Company: |  |
| Address: |  |
| City: |  | State: |  | Zip Code: |  |
| Business Designation*:* |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Total ProjectCost: | $ |  |  |  |  |
|  |  |  |
|  |  |
| **PROSPECTIVE CONTRACTOR CONTACT INFORMATION***Provide contact information to be used for bid solicitation related matters.* |
| Contact Person: |  | Title: |  |
| Phone: |  | Alternate Phone: |  |
| Email: |  |
| **ILLEGAL IMMIGRANT CONFIRMATION** |
| By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract. |
|  |
| By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they have an Equal Opportunity (EO) Policy.  (Please check) Contractor not required by law to have an EO Policy, attached is a written statement to the effect. XX |

***An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.***

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* **will cause the Prospective Contractor’s proposal to be disqualified.**

**Authorized Signature: Title:**

*Use Ink Only.*

**Printed/Typed Name: Date:**