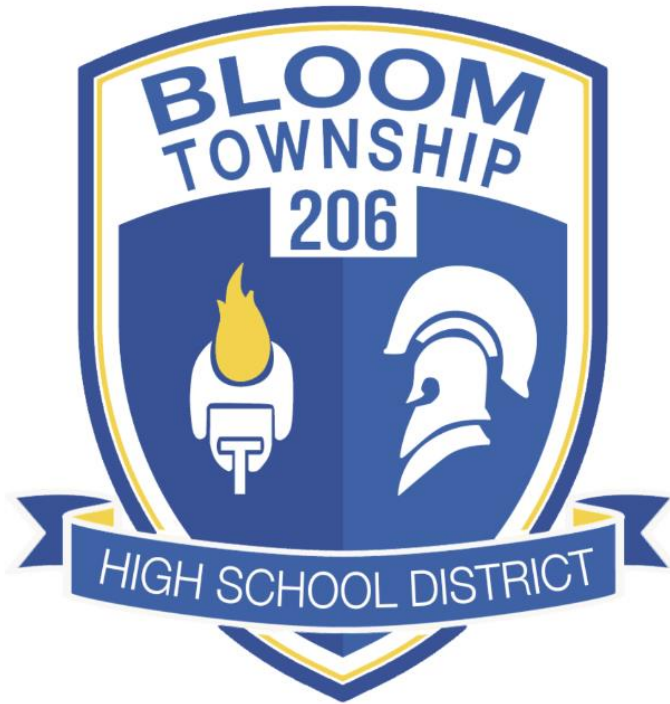


Bloom Township High School District 206

100 W. 10th Street
Chicago Heights, Illinois 60411



Bloom High School Stadium Lighting Repair

BID DUE: August 5, 2024
10:00 A.M.

Mandatory pre-bid meeting and walkthrough:

Bloom High School
101 w. 10th Street.
Chicago Heights, IL
60411

July 31, 2024 at 10:00 A.M.

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SECTION I

INFORMATION FOR BIDDERS

1. Notice is hereby given that sealed bids for all labor and material outlined on the attached listing for Bloom High School District #206, Chicago Heights, Illinois shall be received at the office of the Business Manager on or before 10:00 AM on the August 5, 2024. BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The School District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by the School District **before the specified deadline. Bids received after the time specified in the Invitation to Bid will not be considered.**
2. It is the intent that these specifications promote adequate competition. Bidders are required to quote items as specified, but they may also submit equal or superior products (in which case, samples and manufacturer's specifications must be submitted) provided such products are listed separately.
3. EXAMINATION OF SPECIFICATIONS: Each bidder shall acquaint him/herself with the conditions as they exist so that he may be completely familiar with the conditions pertinent to the fulfillment of the work required under this contract. Bidders shall also thoroughly examine all contract documents. The failure of any bidder to exercise his privileges of the foregoing will in no way relieve the bidder from any obligation with respect to his bid.
4. ADDENDA: Where additional communication is found to be needed, a written addendum will be issued by the District to all interested parties.
5. QUALIFICATIONS OF BIDDER:
Bloom High School District #206, Chicago Heights, Illinois may take such investigations as deemed necessary to determine the ability of the bidder to perform the work.
6. The bidder shall furnish all materials and labor required to complete the job to owner's satisfaction. The bid proposal shall include freight and/ or cartage for any delivery.
7. The Board of Education of Bloom High School District #206, Chicago Heights, Illinois reserves the right to reject any or all bids, and to waive any informalities, or irregularities in bidding, and to award the contract in the best interest of the district. Any such decision shall be considered final. It is the intent of the School District to award a contract to the lowest responsible, responsive bidder meeting specifications which is in the best interest of the School District as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the board is equally concerned with the proven ability of the bidder to satisfactorily perform its contract so that the service will be provided, or project will be

completed in accordance with proposed contract documents.

8. COMMUNICATIONS

All communications, requests, questions, and so forth, shall be addressed to the Richard Whitman, Director of Buildings and Grounds at rwhitman@sd206.org.

9. QUOTATIONS AND BIDS

The contractor/ vendor certifies that the contractor is not barred from bidding on the contract as a result of conviction for either bid rigging or bid rotating under Article 33E of the Criminal Code of 1962.

10. EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this contract, the contractor agrees to the following:

A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. The contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor setting for the provisions of the nondiscrimination clause.

Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended from time to time, and that the contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment, which shall prohibit discrimination against any employee or applicant for employment on any of the grounds set forth above. Contractors and all subcontractors shall comply with all requirements of the Act and of the rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act.

B. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration

for employment without regard to race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act.

C. The contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this contract so that such provisions will be binding upon each sub- contractor, provided that the foregoing provisions shall not apply to contracts or sub- contractors for standard commercial supplies or raw materials.

D. In case of conflicting provisions, the conditions contained in this document shall prevail over the standard general conditions; special conditions, if any, shall prevail over these general conditions; and drawings and specifications shall prevail over general and special conditions.

11. SEXUAL HARASSMENT POLICY:

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information: The illegality of sexual harassment;

- (1) The definition of sexual harassment under state law;
- (2) A description of sexual harassment, utilizing examples;
- (3) The contractor/ subcontractor's internal complaint process, including penalties;
- (4) The legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- (5) Directions on how to contact the Department and the Commission; and
- (6) Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the owner upon request.

12. EMPLOYMENT AND PREVAILING WAGE RATES

It is hereby stipulated that the Contractor shall pay, and that all laborers, workers and mechanics performing work under this Contract shall be paid, not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the instructions to bidders for this contract to all laborers, workers, and mechanics performing work under this Contract, and that Contractor and all subcontractors shall in all other respects comply with the Prevailing Wage Act in carrying out work under this Contract. All bonds provided by the Contractor under the terms of Section 11.4.1 of

this Contract shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract and Contractor shall have the sole responsibility and duty to insure that the revised prevailing rate of hourly wages is paid by Contractor and all subcontractors to each worker to whom a revised rate is applicable; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum and shall not defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Contractor's or any subcontractor's failure to comply with the Prevailing Wage Act.

Payroll records should be provided to the school district upon request.

13. INSURANCE

The successful bidder shall also provide owner with a certificate of insurance for the amount specified as follows, and such certificate or certificates shall be delivered to the owner prior to the date for commencement of the work as set forth in the contract:

CONTRACTOR'S INSURANCE

The contractor shall keep in force at all times during the performance of this contract insurance herein. Contractor shall not commence work under the contract until all the required insurance has been obtained, approved and until the owner has been furnished with certificates of insurance in duplicate stating that such policies will not be canceled, transferred, non-renewed, modified or terminated without thirty (30) days prior written notice to the owner. The contractor shall not allow any sub-contractor to commence work on any sub-contract until similar insurance required of the sub-contractor as required by this contract has been obtained, approved and certificates furnished. All insurance shall be in the form and substance and issued by companies satisfactory to the owner and shall be of the following kinds and with at least the following limits of coverage.

- Commercial General Liability Coverage
- \$1,000,000 Per Occurrence
- \$5,000 Medical Expenses
- \$1,000,000 Personal & Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- The District and its Board of Education, both individually and collectively, and all agents, representatives, volunteers and employees should be named as an additional insured on a primary & non-contributory basis
- Sexual Misconduct

Commercial Automobile Liability Coverage

- \$1,000,000 Combined Single Limit

- The District and its Board of Education, both individually and collectively, and all agents, representatives, volunteers and employees should be named as an additional insured

Workers Compensation Coverage

- Statutory limits
- Employers Liability Limits of \$1,000,000/\$1,000,000/\$1,000,000

Umbrella or Excess Liability

- \$5,000,000 Per Occurrence
- \$5,000,000 General Aggregate

Above coverages shall be from a company authorized to do business in Illinois and with at least an “A VII” rating from A.M. Best Company

The contractor shall have the following obligations with regard to insurance coverage for the work under this Contract.

A. All insurance required of the Contractor shall state that it is Primary Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

B. The Contractor shall require that every subcontractor of any tier obtain insurance of the same character as that required of Contractor, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Contractor's insurance in the Contract Documents.

C. Under no circumstances shall Bloom High School District 206 be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

1. Allowing work by Contractor or any subcontractor of any tier to start before receipt of certificates of insurance
2. Failure to examine, or to demand correction of any deficiency, of any certificate of insurance received

D. The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by Bloom High School District #206, Chicago Heights, Illinois in excess of policy limits or not covered by the policies purchased. The Contractor shall notify District 206, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

E. The Contractor shall provide insurance in compliance with a best insurance rating of A, 8 or better.

14. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the owner, their officers, employees, servants and agents, from and against all claims, actions, suites, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including legal fees incurred by owner arising out of:

- a. Any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.
- b. Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof:
- c. Caused in whole or in part by any act, error or omissions by the contractor or any sub-contractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder
- d. Arising directly or indirectly out of the presence of any person on or about any part of the project site or the streets, sidewalks and property adjacent thereto
- e. Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract
- f. Mechanics lien claims by subcontractors hired by contractor to do work on the project contracted for between owner and contractor, where owner has made payments for the work done and said subcontractor is listed in the general contractor's affidavit.

15. Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to the items listed for bidding will be entertained from either party.

16. Bidders shall not include taxes in their quotations, which school districts are not subject to; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax.

17. Each bid must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the bidder has a written sexual harassment policy as required by section 2- 105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The form of the Certificate Regarding Sexual Harassment Policy is included within the bid documents. No bid shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy. Each bid must be accompanied by a Certificate of

Eligibility to Bid certifying that the bidder is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) or the Illinois Criminal Code or 1961 (720 ILCS 5/33E-3, 5/33E-4). The form for Certificate of Eligibility to Bid is included within the bid documents. No bid shall be considered responsive unless accompanied by the signed Certificate of Eligibility to Bid.

18. Each bid from a contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the bidder shall provide a drug-free workplace for employees engaged in the performance of work under the contract and that the bidder is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS 1 et seq.). Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are included within the bid documents. No bid shall be considered responsive unless accompanied by a signed certificate where applicable. The contract award shall be subject to suspension of payments or termination, or both, if it is determined that the bidder has made false certification or that the bidder has violated the certification by failing to carry out the requirements of the Illinois Drug-Free Workplace Act.

19. The successful bidder must enter into the agreement in the form included in the Bid Document.

20. The successful bidder, as mandated by the Prevailing Wage Act, must submit with all invoices and or pay requests a monthly certified payroll to District 206, accompanied by a certification that the records are true and accurate, the hourly rate paid to each worker is no less than the applicable prevailing wage, and that the contractor is aware that knowingly filing a false certified payroll is a Class B misdemeanor. Also, in accordance with the Prevailing Wage Act any contractor or sub-contractor, or agent or representative thereof, doing public work who neglects to keep, or cause to be kept, an accurate record of the names, occupation and actual wages paid to each laborer, worker, and mechanic employed by him, in connection with the public work, or who refuses to allow access to same at any reasonable hour to any person authorized to inspect same under this act is guilty of a Class A misdemeanor, which has a penalty of imprisonment for up to one year.

21. Default: If the Contractor fails to fulfill any or all terms and conditions of the RFP Documents, the Contractor shall be declared to be in default, and shall be subject to any and all other remedies available to the Board.

SECTION II PROPOSAL SPECIFICATIONS

All foregoing provisions shall be considered part of the contract document and are hereby made a part of and applicable to all work under these specifications. Manufacturers and contractors furnishing materials, equipment, tools, systems, etc., are cautioned to consult these documents for provisions or stipulations applicable to their work.

1. SCOPE OF WORK

Provide all necessary equipment, materials, tools, landscaping restoration, if done by the contractor and labor to prepare and the following:

Provide 200-amp feed from welding shop to transformer.

Furnish and install one (1) 150 KVA 480 3 Phase to 120/240 3 phase transformers with concrete pan.

Furnish and install one (1) 400-amp main breaker outdoor 3 phase panel with four (4) 80-amp breakers and one (1) 200-amp breaker for future press box.

Furnish and install four (4) 80-amp single phase circuits to light poles.

Directional bore conduits between light poles as required.

Private locates as required.

The bidder shall, before submitting a bid, carefully examine the proposal, plans, specifications, and contract documents. The bidder shall inspect, in detail, the site of the proposed work and become familiar with all local conditions affecting the contract. The full inspection will be conducted within a MANDATORY PRE-BID walkthrough on Wednesday, July 31, 2024. The awarded bidder will be responsible for all errors in the proposal resulting from failure or neglect to comply with these instructions. The Board will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

2. QUALITY ASSURANCE

The successful bidder shall have a minimum of five (5) years successful experience in the electrical contracting business. In order to qualify to bid on this project, the bidder shall show evidence of the following:

- Experience record showing the bidder's training and experience in similar work;
- List and brief description of similar school district/other work satisfactorily completed with location, date of contracts, names and addresses of owners;
- List of equipment available to do the work.

The actual work shall be done by qualified and experienced workers under the supervision of any experienced supervisor who has been doing this type of work

for five (5) years.

3. MATERIALS

All electrical components must be UL approved and proper for project scope. All materials shall be used only as specified by the manufacturer's direction label on the container.

4. FIELD CONDITIONS

Any damage to landscaping or removal of fencing required for job scope must be restored to original condition.

5. STORAGE

All materials used on the job shall be stored in a place designated by Richard Whitman, Director of Buildings and Grounds. Such storage place shall be kept neat and clean, and all damage thereto, or its surroundings shall be made good by the Contractor. The District is not responsible for any materials/equipment left on school property.

6. COMPLIANCE WITH REGULATIONS

The Contractor shall comply with all applicable local, state, and federal laws and regulations. The Contractor shall have Material Safety Data Sheets (MSDS) for all products utilized in the course of this project. Contractor's workers shall be trained in utilizations of MSDS and have the MSDS available in the event of an emergency.

All persons performing work for this project must be certified electrical contractors and all work must be performed in accordance with national electric codes.

SPECIAL INSTRUCTIONS

1. SCHEDULE OF WORK

All work is scheduled to begin after August 22, 2024 and must be completed no later than September 10, 2024. Vendor shall inform the Buildings and Grounds department at least 24 hours prior to the commencement of any work and all deviations or changes from the approved schedule. Access to the work location must be granted by Richard Whitman. Location of electrical equipment must be pre-approved by Richard Whitman.

2. MANDATORY PRE-BID MEETING AND WALKTHROUGH

All interested contractors shall contact Richard Whitman, Director of Buildings and Grounds at or rwhitman@rsd206.org to participate in the mandatory meeting and walkthrough. It will be held on Wednesday, July 31, 2024 at 10:00 A.M. All contractors will meet at Bloom High School Stadium.

3. NOTES

The Contractor shall be required to haul away all debris from the site and leave the area clean.

NO SMOKING, VAPING, OR USE OF ANY TOBACCO PRODUCTS IS ALLOWED IN OR ON SCHOOL PROPERTIES.

The undersigned, having carefully examined the Contract Documents, all data having been made available, having visited the site of the work and having become fully informed as to all existent conditions and limitations, including the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the work to be performed, hereby propose to perform everything required to be performed, and to provide all the labor, materials, necessary tools, expendable equipment, all applicable taxes and fees and bonds, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the entire work in accordance with the contract documents contained herein.

4. REJECTION AND WITHDRAWAL OF BID

In submitting this bid, it is understood the right is reserved by the owner to reject any and all bids and to waive any informalities in bidding. It is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

All questions regarding this bid shall be directed to Richard Whitman at rwhitman@sd206.org.

BLOOM TOWNSHIP HIGH SCHOOL DISTRICT
206
100 W. 10th STREET. CHICAGO HEIGHTS,
ILLINOIS 60411

BID PROPOSAL FORM

BIDDERS NAME

BIDDERS ADDRESS

BIDDERS TELEPHONE NUMBER AND EMAIL ADDRESS

Bloom High School Stadium Lighting Repair
at the following school:
Bloom High School 206
101 W. 10th Street.
Chicago Heights, Illinois 60411

Bloom High School Stadium Lighting Repair at the following school:
Bloom High School 206: \$ _____

WE, THE UNDERSIGNED, SUBMIT THE ABOVE PRICE QUOTATIONS AS FIRM BIDS TO THE BUSINESS OFFICE OF BLOOM TOWNSHIP HIGH SCHOOL DISTRICT 206 WITH THE UNDERSTANDING THAT SAID BUSINESS OFFICE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS. PRICES SHALL INCLUDE FREIGHT OR CARTAGE FOR SUCH DELIVERY TO OUR BUILDINGS OR OTHER DESIGNATED AREAS AS SPECIFIED.

BIDDER (Individual Completing Bid)

BY: (Signature)

TITLE

SECTION III CERTIFICATIONS

The undersigned hereby certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either the bid -rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned hereby certifies that having submitted in bid proposal to School District 206 that same bidder has a written sexual harassment policy in place and is in compliance with P.A. 87-1275.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned, which has 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. Ch. 127, par. 132.313) that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned hereby certifies he/she has read, understands, and agrees that acceptance by Bloom Township High School District 206 the Bidder's offer by issuance of a Purchase Order will create a binding contract.

Name of Bidder (Please Print)

Submitted by (Signature)

Title _____

CONTRACT

THIS AGREEMENT is entered into this ___ day of _____, 2024, by and between the Board of Education of Bloom Township High School District 206, Cook County, Illinois (“District”), and _____ (“Contractor”) (collectively referred hereto as “the Parties”).

WHEREAS, District has requested proposals for Bloom High School Stadium Lighting Repair at the following school:

Bloom High School 206 as specified in the request for bids. (“Work”)

WHEREAS, Contractor has submitted a proposal for provision of the Work; and

WHEREAS, District desires to enter into this Agreement with Contractor to provide the Work in accordance with the Proposal Specifications.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Duration of Contract. This Agreement shall be effective from _____, and shall continue in force and effect through _____.

2. Contract Documents. The documents comprising the entirety of this Agreement are the RFP Documents as defined in the Proposal Conditions, and this Agreement.

3. Document Supremacy. In the event any term or provision of this Agreement conflicts with a term or provision of the RFP Documents, the term or provision of this Agreement shall prevail. In the event any term or provision of the Contractor’s proposal conflicts with a term or provision of the RFP Documents, the term or provision most favorable to the District shall prevail.

4. Compensation. Contractor shall provide all services as awarded by District and shall be compensated in the amount of _____) for the Work, in accordance with the terms of the RFP Documents.

5. Complete Understanding. This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.

6. Amendments. No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by both Parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the _____ day of _____, 2024.

**BOARD OF EDUCATION OF
BLOOM TOWNSHIP HIGH SCHOOL
DISTRICT 206,
COOK COUNTY, ILLINOIS**

CONTRACTOR

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____