

**Charter Township of Mundy
3478 Mundy Avenue
Swartz Creek, MI 48473
(810) 655-4631**

**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL AUDITING SERVICES**

ISSUED: 12/1/2020

**CHARTER TOWNSHIP OF MUNDY
REQUEST FOR PROPOSALS
PROFESSIONAL AUDITING SERVICES**

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I. INTRODUCTION

A. General Information

The **CHARTER TOWNSHIP OF MUNDY** is soliciting proposals from qualified firms of certified public accountants to audit financial statements for the **CHARTER TOWNSHIP OF MUNDY** and its component unit. These audits are to be performed in accordance with generally accepted auditing standards and the provisions of the federal Single Audit Act of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

There is no expressed or implied obligation for the **CHARTER TOWNSHIP OF MUNDY** to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, an **UNBOUND ORIGINAL of a TECHNICAL PROPOSAL and the FEE PROPOSAL in a SEALED ENVELOPE** must be received no later than **4:00 P.M. on 1/18/21**.

Proposals should be addressed to:

**CHARTER TOWNSHIP OF MUNDY
Township Manager
3478 Mundy Avenue
Swartz Creek, MI 48473**

The envelope should be marked with the name of the submitting firm and "**RFP: Professional Auditing Services**". Faxed or emailed proposals shall not be accepted. The **CHARTER TOWNSHIP OF MUNDY** reserves the right to reject any or all proposals submitted.

During the evaluation process, the **CHARTER TOWNSHIP OF MUNDY** reserves the right, where it may serve the **CHARTER TOWNSHIP OF MUNDY's** best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the **CHARTER TOWNSHIP OF MUNDY**, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The **CHARTER TOWNSHIP OF MUNDY** reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless exceptions are clearly and specifically noted in the proposal submitted and confirmed in the contract between the **CHARTER TOWNSHIP OF MUNDY** and the firm selected.

B. Tentative Schedule

ISSUE RFP: 12/1/20
PROPOSAL DUE: 1/18/21 @ 4:00 PM
BID OPENING: 1/18/21 @ 4:00 PM
PROPOSALS EVALUATED: 1/18/21-1/22/21
BOARD AWARD: 1/25/21

C. Term of Engagement

A three (3) year contract is contemplated with the option to renew for two (2) additional years.

D. RFP Distribution/Addenda

The **CHARTER TOWNSHIP OF MUNDY** makes available RFP documents through the Township website at www.mundytwp-mi.gov. Copies of RFP documents obtained from any other source are not considered official copies. Any addendum issued by the Township will be posted on the Township website and shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on the fee proposal form.

E. Insurance Requirements

A certificate of insurance naming the **CHARTER TOWNSHIP OF MUNDY** as an additional insured and meeting the requirements shown in **Attachment A** (Sample Agreement) must be provided to the Township by the successful proposer prior to commencement of work. A current certificate of insurance is to be on file with the Township for entire contract period.

II. NATURE OF SERVICES REQUIRED

A. General

The **CHARTER TOWNSHIP OF MUNDY** is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal years ending December 31, 2020, 2021, 2022, with the option to renew for 2023 and 2024.

The **CHARTER TOWNSHIP OF MUNDY** will issue a Financial Report for the years identified above.

The **CHARTER TOWNSHIP OF MUNDY's** elected officials, along with the Township Manager and Finance Director, oversee the audit process. The audit partner and manager shall meet with these individuals prior to commencing the audit annually to discuss the planning and timing of the audit as well as to discuss any potential issues of which the above listed individuals are aware. The auditor shall provide regular updates to these individuals and should notify them upon knowledge of any audit issues.

B. Scope of Work

State laws require an annual audit of the financial records and transactions of the Township by independent certified public accountants selected by the Township Board. In addition to meeting the requirements set forth in State law, in years in which the Single Audit Act and related OMB Circular A-133 apply, the audit should also be designed to meet such requirements. The auditor's reports related specifically to the single audit should be issued under separate cover.

The **CHARTER TOWNSHIP OF MUNDY** desires the auditor to express an opinion on the fair presentation of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information including the discretely presented component unit of the **CHARTER TOWNSHIP OF MUNDY** in conformity with generally accepted accounting principles. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards. The audit firm is also expected to post all GASB 34 entries.

C. Auditing Standards

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and the provisions of the Single Audit Act of 1996 and the provisions of Uniform Grant Guidance, Audits of States, Local Governments, and Non-Profit Organizations.

D. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the **CHARTER TOWNSHIP OF MUNDY** of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- **CHARTER TOWNSHIP OF MUNDY**
- Parties designated by the federal or state governments or by the **CHARTER TOWNSHIP OF MUNDY** as part of an audit quality review process
- Auditors of entities of which the **CHARTER TOWNSHIP OF MUNDY** is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Contact Person

The auditor's principal contact with the **CHARTER TOWNSHIP OF MUNDY** shall be **Shawna Farrell**, Finance Director, or a designated representative, who shall provide the assistance by the **CHARTER TOWNSHIP OF MUNDY** to the auditor.

B. Background Information

The **CHARTER TOWNSHIP OF MUNDY** (Township) is located in **Genesee** County, Michigan and was legally formed March 3, 1837.

More detailed information on the **CHARTER TOWNSHIP OF MUNDY** and its finances can be found in the December 31, 2019 Financial Statement Audit and is available upon request.

C. Fund Structure

As of December 31, 2019, the **CHARTER TOWNSHIP OF MUNDY** and its component unit used the following fund types in its financial reporting:

<u>Fund Type</u>	<u>Individual Funds</u>
General Fund	1
Special Revenue Funds	0
Capital Projects Funds	2
Debt Service Funds	0
Enterprise Funds	1
Fiduciary Funds	2
Component Unit	1

D. Budgetary Basis of Accounting

The **CHARTER TOWNSHIP OF MUNDY** prepares its budgets on a basis consistent with generally accepted accounting principles.

E. Pension Plans

The **CHARTER TOWNSHIP OF MUNDY** participates in a defined-benefit pension plan as follows:

- Michigan Municipal Employees Retirement System with actuarial services for these plans provided by CBIZ.

F. Other Post-Employment Benefit Plans

The **CHARTER TOWNSHIP OF MUNDY** participates in a defined-benefit Retiree Health Funding Vehicle for certain qualified employees as follows:

- The Township has an OPEB plan in which investments are held in Michigan Municipal Employees Retirement System Health Funding Vehicle with actuarial services for this plan provided by CBIZ.

G. Component Units

In accordance with the Governmental Accounting Standards Board Statement No. 14, *The Financial Reporting Entity*, the **CHARTER TOWNSHIP OF MUNDY** has identified the Hill Road Corridor Improvement Authority (CIA) as a discretely presented component unit within the government-wide financial statements.

IV. TIME REQUIREMENTS

A. Date Audit May Commence

The **CHARTER TOWNSHIP OF MUNDY** will have all records ready for audit and all management personnel available to meet with the firm's personnel on or around April 15th of each year or an alternate date mutually agreed upon by the Finance Director and the audit firm.

B. Date Final Report is Due

A draft financial report shall be presented and delivered to the elected officials, Township Manager and the Finance Director no later than May 31st.

The Finance Department shall complete their review of the draft report as expeditiously as possible. This shall include the preparation of the Management's Discussion and Analysis section of the audit. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the Township Manager and Finance Director. It is expected that this process shall be completed and the final report delivered by June 15th. It is also expected that the auditor shall submit all required reporting to the State of Michigan no later than June 30th.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT REPARATION

A. Finance Department

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations shall be the responsibility of the **CHARTER TOWNSHIP OF MUNDY**.

B. Statements and Schedules Prepared by the CHARTER TOWNSHIP OF MUNDY Staff

The Finance staff of the **CHARTER TOWNSHIP OF MUNDY** shall prepare all required supporting work papers and confirmations.

C. Work Area, Telephone, Photocopying and Fax Machines

The **CHARTER TOWNSHIP OF MUNDY** shall provide the auditor with reasonable workspace, desks and chairs. The auditor shall also be provided with access to one telephone line, photocopying facilities and a fax machine.

D. Report Preparation

Preparation of the financial report shall be the responsibility of the auditor. Preparation of the Management's Discussion and Analysis section of the financial report shall be the responsibility of the Finance Director.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Inquiries concerning the RFP and the subject of the RFP shall be made in writing via email to:
Shawna Farrell, Finance Director
Shawna@tmcpa.com
Phone: (810) 348-3207

Any interpretation or correction, as well as any additional RFP provisions that the Township may decide to include, shall be made as an addendum which will be posted on the Township website at www.mundytpw-mi.gov.

2. Submission of Proposals

The following material is required to be received by the due date and time for a proposing firm to be considered:

a. One (1) unbound original hard copy (may be clipped but not stapled or bound) of a Technical Proposal and Fee Proposal to include the following:

i. Title Page

Title page showing the Request for Proposals' subject; the firm's name; the name, address and telephone number of a contact person, and the date of the proposal.

ii. Table of Contents Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for a period of 60 days.

iii. Detailed Proposal

The detailed proposal should follow the order set forth in Section VI-B of this Request for Proposals.

b. Proposers shall submit the completed proposal to the following address:

CHARTER TOWNSHIP OF MUNDY
Township Manager
3478 Mundy Avenue
Swartz Creek, MI 48473

B. Technical Proposal

1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the **CHARTER TOWNSHIP OF MUNDY** in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the Request for Proposals requirements.

The technical proposal should address all the points outlined in the RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items 2 through 10, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the **CHARTER TOWNSHIP OF MUNDY** as defined by generally accepted auditing standards.

In addition, the firm shall give the **CHARTER TOWNSHIP OF MUNDY** written notice of any professional relationships entered into during the period of this agreement that may impair independence.

3. License to Practice in Michigan

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Michigan.

4. Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The firm shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Consultant shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24.

5. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. The proposal should also include the estimated hours that professional staff will spend on the audit.

The firm is also required to submit a copy of the latest peer review, specifically for governmental engagements.

The firm shall disclose and provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

6. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the engagement partner and manager who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Michigan. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partner and/or manager may be changed if those personnel leave the firm, are

promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written notification to the **CHARTER TOWNSHIP OF MUNDY**. The **CHARTER TOWNSHIP OF MUNDY** retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

7. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this Request for Proposals. These engagements should be ranked on the basis of total staff hours.

Indicate the scope of work, date, engagement partners and managers, total hours, and the name and telephone number of the principal client contact for 5 similar engagements.

8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this Request for Proposals. In developing the work plan, reference should be made to such sources of information as the **CHARTER TOWNSHIP OF MUNDY's** budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers shall be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement. It is important to the Township that a quality audit is performed not necessarily the fastest.
- c. Approach to ensuring new accounting standards are adopted appropriately, including assistance provided to the **CHARTER TOWNSHIP OF MUNDY** during the implementation process.

9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the **CHARTER TOWNSHIP OF MUNDY**.

C. FEE PROPOSAL

1. Total Price and Hours Breakdown

The fee proposal should contain all pricing information relative to performing the audit engagement as described in this Request for Proposals, which should include costs associated with adoption of new accounting standards.

The **CHARTER TOWNSHIP OF MUNDY** shall not be responsible for expenses incurred in

preparing and submitting the technical proposal or the fee proposal. Such costs shall not be included in the proposal.

The fee proposal should include the following information:

- a. Name of Firm
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the **CHARTER TOWNSHIP OF MUNDY**.
- c. Pricing requested on Schedule of Professional Fees for the Audit
- d. Please include exactly what is included in your all-inclusive fee and what is not such as assistance with implementation of new standards, auditing of new funds upon implementation of new accounting pronouncements, routine calls that may be more than a 15 minute question, etc.

2. Rates for Additional Professional Services

If it should become necessary for the **CHARTER TOWNSHIP OF MUNDY** to request the auditor to render any additional services to either supplement the services requested in this Request for Proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the **CHARTER TOWNSHIP OF MUNDY** and the firm. Any such additional work agreed to between the **CHARTER TOWNSHIP OF MUNDY** and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the fee proposal.

3. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's fee proposal. Interim billings shall cover a period of not less than a calendar month. All payments are subject to the Township's annual accounts payable calendar.

VII. EVALUATION PROCEDURES

A. Review of Proposals

The **CHARTER TOWNSHIP OF MUNDY's** Township Manager and the Finance Director will review all proposals. The Board will make the final selection based on both technical criteria and fee structure.

The **CHARTER TOWNSHIP OF MUNDY** reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

B. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated. The following represent the principal selection criteria which will be considered during the evaluation process. The decisions and opinions of the reviewers regarding proposal evaluations are final and cannot be appealed.

1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in Michigan.
- b. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years.
- c. The firm has no conflict of interest with regard to any other work performed by the firm for the **CHARTER TOWNSHIP OF MUNDY**.
- d. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
- e. The firm adheres to the instructions in this Request for Proposals on preparing and submitting the proposal.

2. Expertise and Experience

- a. The firm's past experience and performance on comparable government engagements.
- b. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

3. Audit Approach

- a. Adequacy of proposed staffing plan for various segments of the engagement.
- b. Adequacy of procedures and techniques to be applied.

4. Price

C. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the **proposal submitted and confirmed in the contract between the CHARTER TOWNSHIP OF MUNDY** and the firm(s) selected.

The **CHARTER TOWNSHIP OF MUNDY** reserves the right without prejudice to reject any or all proposals.

ATTACHMENT A

CHARTER TOWNSHIP OF MUNDY INSURANCE REQUIREMENTS

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an “Occurrence Basis” with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of Michigan Law, including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
 - d. The Contractor shall provide proof of **Professional Liability** coverage in the amount of not less than **\$1,000,000** (One Million Dollars) per occurrence and/or aggregate.
2. **All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the Township.**

The language in the Cancellation section should read as follows:

“Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

3. **It is required that all policies (except Professional Liability) shall name the CHARTER TOWNSHIP OF MUNDY, its officers, agents and employees as additional insured.** Certificates of Insurance evidencing such coverage shall be submitted to Charter Township of MUNDY, Township Clerk's Office - 3478 Mundy Avenue, Swartz Creek, MI 48473 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the Township render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the Township.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The Township has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS
Indemnity/Hold Harmless

1. The Contractor agrees to hold harmless and defend the Township against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the Township may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the **CHARTER TOWNSHIP OF MUNDY**, its **officers**, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the **CHARTER TOWNSHIP OF MUNDY** to safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the Township harmless for any loss of such property and materials used pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

ATTACHMENT B

**CHARTER TOWNSHIP OF MUNDY
RFP PROFESSIONAL AUDITING SERVICES**

**SCHEDULE OF PROFESSIONAL FEES FOR THE AUDIT
OF THE 2020, 2021, 2022, 2023, 2024, FINANCIAL STATEMENTS**

	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024
Audit Services	\$	\$	\$	\$	\$
Single Audit	\$	\$	\$	\$	\$
Preparing the financial report	\$	\$	\$	\$	\$
TOTAL (NOT TO EXCEED)	\$	\$	\$	\$	\$

	Hours		Hourly Rate		Total Audit Fee 12/31/2020
Partners		X	\$	=	\$
Managers		X	\$	=	\$
Supervisory Staff		X	\$	=	\$
Staff		X	\$	=	\$
Other (specify):		X	\$	=	\$
GRAND TOTAL (NOT TO EXCEED)					\$

CONTACT INFORMATION

Representative's Name: _____ (PRINTED) _____ (TITLE)

Signature: _____ Date: _____

E-mail: _____

Company (Legal Registration): _____

Address: _____

_____ (CITY) _____ (STATE) _____ (ZIP)

Telephone: _____ Fax: _____