



Truman State University

Purchasing Department

McClain Hall 106

100 E. Normal Ave.

Kirksville, MO 63501

Phone: 660-785-4159

Fax: 660-785-7337

Email: [purchasingbuyer@truman.edu](mailto:purchasingbuyer@truman.edu)

Website: <http://www.truman.edu/businessoffice/purchasing/>

**JUNE 2020**

**REQUEST FOR PROPOSAL (RFP)**

**PROJECT SP21-04**

**Commencement Photography Services**

Submittals from minority, women and disadvantaged business enterprises are encouraged.

<b>SUBMITTAL DEADLINE</b>	<b>SUBMIT</b>
2:00 P.M. CDT Local Time, Thursday, June 18 2020	One (1) Original and One (1) electronic copy via Thumb Drive
<b>DELIVERY BY MAIL</b>	<b>DELIVERY BY HAND</b>
Truman State University Attn: Lori Davenport, Buyer Purchasing Department 106 McClain Hall 100 E. Normal Ave. Kirksville, MO 63501	Truman State University Purchasing Department 106 McClain Hall Kirksville, MO 63501

## PROPOSER REGISTRY FOR NOTIFICATION OF INTENT TO RESPOND

Truman State University

### Project SP21-04 Commencement Photography Services

Please complete and submit this form prior to the submittal deadline as shown on the Request for Proposal document. Please fax to 660-785-7337 or email to [purchasingbuyer@truman.edu](mailto:purchasingbuyer@truman.edu). This page is not part of the RFP package and must be submitted to notify Truman State University of your interest in this project and for Truman to notify your organization of any addenda. These addenda are issued if there is a need to change the specifications or closing date/time of the request.

#### INTENT TO RESPOND STATEMENT

\_\_\_\_ YES      Our organization plans to submit a response to this solicitation for bids:

#### NO RESPONSE STATEMENT

\_\_\_\_ No      Our organization is not submitting a response for the following reason(s):

- |   |  |
|---|--|
| <input type="checkbox"/> We do not offer this commodity and/or service or an equivalent | <input type="checkbox"/> Insufficient time to respond to the invitation to bid.      |
| <input type="checkbox"/> Our schedule would not permit us to perform                    | <input type="checkbox"/> Cannot meet delivery requirements                           |
| <input type="checkbox"/> The project is too small                                       | <input type="checkbox"/> Licensing restrictions (please explain)                     |
| <input type="checkbox"/> The project is too large                                       | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

Name of Organization: \_\_\_\_\_

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

Contact Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

**REQUEST FOR PROPOSALS  
FOR  
COMMENCEMENT PHOTOGRAPHY SERVICES**

**Project No. SP21-04**

**TRUMAN STATE UNIVERSITY  
Kirksville, Missouri**



Proposal Opening Date: June 18, 2020

Time: 2:00 PM CDT

**Table of Contents**

**Notice to Vendors** .....5

**Purpose**.....6

**Background** .....6

**Scope of Work** .....6

**Submission of Proposals & Contract Award**.....7

**Proposal Requirements** .....8

**Evaluation Methods of Proposals** .....10

**Term of Contract** .....10

**General Contractual Requirements** .....11

**Proposal Certification**.....14

## **Request for Proposal – Notice to Vendors**

Truman State University is requesting sealed proposals from qualified Vendors to provide commencement photography services to the University.

Proposals are to be addressed and delivered to the Purchasing Department, 106 McClain Hall, Truman State University, Kirksville, MO 63501 until 2:00 PM CDT, Thursday, June 18, 2020, at which time the names of those Vendors or individuals submitting proposals will be read aloud. No other public disclosure will be made until after an award of the contract.

Request of Proposal documents are available from the University by contacting the below address or on the Purchasing Website at <http://www.truman.edu/businessoffice/purchasing/open-bids/>.

A one-page Proposer Registry for Notification of Intent to Respond to this RFP document is the second page of the RFP document. This form is required if you plan to submit a proposal and wish to receive any (1) RFP addenda and (2) answers to questions regarding the RFP or addenda that have, in the University's opinion, general applicability.

The University's delivery address is:

Truman State University  
Purchasing Department  
McClain Hall 106  
100 East Normal  
Kirksville, MO 63501



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Lori Davenport  
Purchasing Buyer  
Truman State University

**TRUMAN STATE UNIVERSITY**  
**REQUEST FOR PROPOSAL FOR COMMENCEMENT PHOTOGRAPHY SERVICES**

**A. PURPOSE**

The Truman State University (“Truman or University”) is soliciting the services of a qualified vendor to provide commencement photographs for graduation ceremonies scheduled each year. Truman seeks to engage a qualified vendor in accordance with the Scope of Work specified in this Request for Proposal (RFP). This RFP contains background information on Truman State University as well as specific information that must be included in the proposals submitted. The proposals must be submitted by 2:00PM, June 18, 2020, to the Purchasing Department.

**B. BACKGROUND**

Truman State University is Missouri’s most selective 4-year public university. The institution is designated as the only state of Missouri’s liberal arts and sciences campus. Truman’s mission includes providing high quality undergraduate and graduate programs designed to meet statewide needs for approximately 5,200 students. Truman’s Carnegie Classification is Master’s Colleges and Universities (medium programs) and offers 48 bachelor degree programs and 9 master degree programs. Truman is accredited by North Central Association of Colleges and Schools and The Higher Learning Commission.

Truman primarily serves full-time undergraduate degree seeking students in a residential environment. Over 79% are Missouri residents, approximately 7% are international students, and the balance comes from 40 different states and 48 countries respectively. More than 37% of the student population lives in on-campus housing (all freshman are required to live on campus during their first year) and most of the other students reside a few blocks away from campus in Kirksville.

**C. SCOPE OF WORK**

The University seeks to establish a contract for commencement photography services. Printing of photographs should be of excellent quality. The selected contractor shall provide a sufficient number of trained professional photographers and all required equipment, back-up equipment, and supplies. The photographers must dress appropriately for the occasion.

The photographers must provide the opportunity for each graduate to have their picture taken prior to the graduation ceremony at a site designated by the University’s on-site representative and must provide a background and all equipment necessary for this photograph. Each graduate who elects to be photographed will receive a proof of this photograph with the opportunity to order portrait packages.

The photographers must take pictures at designated locations on, or near, the stage as coordinated with the University's onsite representative so as to not distract or disrupt the commencement ceremony. Every graduate will be photographed. Every graduate will receive a wallet size color print to keep at no charge to the graduate. Photographers shall use hand held battery powered or digital equipment. No cords or light stands will be allowed. Equipment utilized shall be capable of taking a photograph every three to five (3-5) seconds.

The selected contractor must be on-site ninety (90) minutes prior to the designated start time of commencement to perform equipment set-up and to meet with the University’s on-site representative concerning information about unusual circumstances or other special requirements.

Commencement dates and times for the initial contract are as follows:

- August 1, 2020 at 7:00pm (Saturday) –tentative
- December 12, 2020 at 11:00 am (Saturday)
- May 8, 2021, at 2:00 pm (Saturday)

The estimated number of graduates for each commencement ceremony is as follows:

- August 2020 – 100 (date is tentative)
- December 2020 – 285 graduates
- May 2021 – 925 graduates

The selected contractor shall provide the required services as an independent contractor, not as an employee of the University. The photographer shall be solely responsible for the loss or damage of their equipment. In addition, the photographer shall be solely responsible for any damages or injuries caused by their activities in taking the required photographs. The photographer shall provide their own liability insurance for protection against such damages or injuries.

#### **D. SUBMISSION OF PROPOSAL & CONTRACT AWARD**

Proposal responses must be signed and returned with all necessary attachments on or before 2:00 PM on Thursday, June 18, 2020.

Truman State University Purchasing Department  
106 McClain Hall  
Kirksville, MO 63501  
Attn: Lori Davenport, Buyer

One (1) original and one (1) electronic copy via thumb drive are required to be submitted. Proposal responses will not be accepted by fax machine. All proposals shall be clearly marked "Request for Proposal, Project SP21-04 for Commencement Photography Services". Proposals will be accepted up to the time and date shown as indicated above. Vendors are responsible for ensuring that proposals are received by the deadline. Proposals received after the deadline will be considered non-responsive and will be removed from consideration on this basis.

Before submitting a proposal, Vendors should become thoroughly familiar with all contract conditions referred to in this document, and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

All copies and contents thereof of any proposal, attachment, and explanation thereto submitted in response to this Request for Proposal, except copyright material, shall become the property of the University. All copyright material must be clearly marked.

If your proposal contains any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information" if submitting via hard copy or as a separate attachment within the email is submitting via electronic means. The University is the final authority as to the extent of material that is considered proprietary or confidential. Pricing information cannot be considered proprietary.

The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when the University determines that it is in their best interest to do so. Any award of a contract/purchase order resulting from the RFP document will be made only by written authorization (contract/purchase order) from the Purchasing Department.

Specific questions regarding specifications and technical requirements of this RFP document must be submitted in writing and forwarded to the address noted above and directed to the Purchasing Department, Lori Davenport, Purchasing Buyer; faxed to (660) 785-7337 or emailed to [purchasingbuyer@truman.edu](mailto:purchasingbuyer@truman.edu). Submission questions and subsequent responses will be issued as an addendum to all prospective Vendors on file. No addenda will be issued later than 72 hours prior to the time and date scheduled for the receipt of responses except an addendum postponing or withdrawing the RFP. Last date for questions is Thursday, June 18, 2020.

Vendors must show evidence of financial responsibility to enter into this relationship and to fiscally sustain this project by providing current audited financial statements, which includes the most current quarter and last year-end including Balance Sheet and Income Statement for their company. Please include a description of any litigation in which the Vendor's company is currently involved, as well as indicating any potential conflict of interest and plans for avoiding the conflict. The Vendor should place this information in a separate, sealed envelope, marked with "Financial Statements", and place with the "Original" response only. This information will be used to determine overall financial strength of the Vendor's company and will be maintained as confidential information by the University.

Disclosure of any information to the possibility of proposed takeovers; both for this company by another company, or any takeovers of other service providers by this company, must be provided.

If the Vendor plans to subcontract any of the work described in the scope of work, the Vendor must respond to all items for each proposed subcontractor. If a Vendor plans a joint venture with another company, the Vendor shall specify accordingly and respond to all items for each company involved in the joint venture.

Proposals shall be prepared simply and succinctly providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of this request. Emphasis shall be on completeness and clarity of content.

To facilitate the evaluation process, Vendors are requested to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. Each distinctive section should be titled with each individual evaluation category and all materials related to that category should be included therein. Vendors are requested to provide the requested information in their response.

## **E. PROPOSAL REQUIREMENTS**

The Vendor must respond to this RFP document by submitting all data required herein for their proposal response to be considered for award. Failure to submit such data may be deemed sufficient cause for disqualification from further consideration.

Proposal responses should be as thorough and detailed as possible so that Truman may properly evaluate the Vendor's capabilities to provide the required services. Experience, reliability, and economic stability of the Vendor's are considered in the evaluation process. Therefore, the Vendor is advised to submit any information that documents successful and reliable past performance, especially



those performances related to the requirements of the RFP document. The following items will be specifically addressed in the submission and must reference the item number:

1. Vendors shall present evidence that they have been engaged in successfully providing photographic services as listed in this RFP. Furthermore, all Vendors responding to this RFP should have experience of providing these services to not less than three (3) graduation ceremonies within the past two (2) calendar years, with each ceremony involving at least 600 or more graduates.
2. Referenced institutions must include the following information regarding each contract:
  - Name of Institution
  - Address
  - Contact Person's Name
  - Telephone Number
  - Email address of Contact Person
  - Number of Graduates Photographed
  - Number of Graduates who ordered any type of photographs (wallet, 5x7, 8x10)
  - Price charged for each size photograph
  - Date of Ceremony
  - Sample of Photograph (any size) for each of the three (3) institutions referenced above
3. The vendor shall provide the University a price list for prints and packages that will be offered to the graduates. Vendors may also provide as part of their proposal any compensation, or commissions, being included as part of the proposal.
4. The University agrees to provide the selected Vendor with email addresses of graduating students to be used for mailing proofs and ordering information. Use of student information for any other purpose is strictly prohibited. Email addresses will be furnished one-two (1-2) weeks before the commencement date or one (1) week after the commencement ceremony.
5. Within two (2) weeks of the commencement ceremony, the Vendor shall mail, email or provide an online location to access the photograph, to each graduate a free wallet size print of himself/herself along with the appropriate ordering information. Each package shall include an order blank with a listing of prices offering three (3) different sizes of color prints: wallets, 5x7, and 8x10. Photographs shall be available for purchase in various packages and individually.
6. There shall be no obligation to the graduate, or the University, to purchase or otherwise obtain photographs once the service has been provided by the selected Vendor.
7. The University shall not be held responsible in any way for payment of collection of funds for any photographic service rendered or photographs produced.
8. The Vendor shall list the amount of time between receipt of order and delivery of photographs.
9. The selected Vendor shall guarantee an unconditional refund for the photographs when so requested by the purchaser.
10. One (1) 5x7 color print of the commencement speaker, and each recipient of a special award, shall be provided to the University at no cost. Vendors must specify size and type of other complimentary prints to be offered to the University. A signed agreement with the selected

Vendor will be required to allow the University full rights for photographs to be used in numerous University publications.

11. Proposals should be as thorough and detailed as possible to allow the University to evaluate the Vendor's capabilities. Vendors shall also provide, as part of their proposal, any compensation or commissions being included as part of the proposal package.
12. The vendor will be required to provide a written narrative that demonstrates the method or manner in which they propose to satisfy the requirements of the work. A step-by-step description of tasks or events that are proposed to accomplish the scope of this project must also be provided. The vendor must identify any additional resources required of the University not previously outlined in this RFP.
13. The vendor must outline in their proposal response fees to perform the services as required in this RFP.
14. All copies and contents thereof of any proposal, attachment, and explanation thereto submitted in response to this Request for Proposal, except copyright material, shall become the property of Truman. All copyright material must be clearly marked.

#### **F. Evaluation Method for Proposals**

1. All proposals received from qualified Vendors will be evaluated. Truman reserves the right to accept or reject any or all proposals submitted for consideration. In addition, Truman reserves the right to negotiate specific aspects of a proposal submitted. The selection committee will first determine whether a proposal satisfies the requirements stated in this RFP document.
2. All responsive and responsible proposals will be subjected to a comparative assessment of the published evaluation criteria. The award of a contract/purchase order will be based on the best proposal response in accordance with the evaluation criteria listed below:

Cost	30%
Experience	35%
Reliability of Personnel	35%

3. The University reserves the right to make an award to the responsive and responsible Vendor whose service meets the terms, conditions and specifications of the RFP and whose proposal is considered to best serve the University's interests. Award of the contract will be made to the Vendor who provides the best combination of services, cost and value as determined by Truman.
4. After the initial screening process, those Vendors whose proposals are selected for further consideration may be asked to participate in a conference call, or on-campus presentation, with a committee in advance of the final selection. Vendors that are selected to participate in a conference call, or presentation, will be contacted. It is requested that the person who will be directly responsible for servicing the account be present on this call. Vendors are cautioned not to contact employees of Truman concerning this RFP during the evaluation process.
5. Truman reserves the right to consider historic information and fact, whether gained from the Vendor's proposal response, question and answer conferences, references, or any other source, in the evaluation process. Truman shall have the right to determine the ability of a Vendor to perform the work, and each Vendor shall furnish to Truman such information and data for this purpose as it

may request. The right is reserved to reject any proposal response where an investigation, or consideration of the information submitted by such Vendor, does not satisfy Truman that the Vendor is qualified to carry out properly the terms of these specifications.

6. The Vendor is cautioned that it is their sole responsibility to submit information related to the evaluation categories and that Truman is under no obligation to solicit such information if it is not included with the Vendor's proposal response. Failure of the Vendor to submit such information may cause an adverse impact on the evaluation of the Vendor's proposal response.
7. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected. Truman will notify all Vendors responding to this RFP of which entity has been selected to perform these services. Any proposal award protest must be received within 10 days after the date of notification of award in accordance with the State statute.

#### **G. Term of Contract**

1. The selected contractor will receive a contract for one (1) year with the option to renew for an additional four (4) years. Renewals will be at the end of each year upon mutual agreement of both parties for a total of five (5) years.

#### **H. General Contractual Requirements**

1. The contract between Truman and the selected Vendor shall consist of (1) Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the selected Vendor in response to this RFP. In the event of a conflict in language between the two (2) documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, Truman reserves the right to clarify any contractual relationship in writing with the concurrence of the selected Vendor and such written clarification shall govern in case of conflict with the applicable requirements stated in this RFP or the selected Vendor's proposal response. In all other matters not affected by the written clarification, if any, the RFP shall govern. The Vendor is cautioned that its proposal shall be subject to acceptance by Truman without further clarification.
2. Any contract change, including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the selected Vendor and Truman. Any contract amendment shall (1) specify an effective date; (2) specify any increases or decreases in the amount of the selected Vendor's compensation, if applicable; (3) describe changes, if any, to the provisions of the contract; (4) be entitled as an "Amendment"; and (5) signed by the parties identified in the preceding sentence. The selected Vendor expressly and explicitly understands, and agrees, that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.
3. All reports, data and materials developed or acquired by the selected Vendor as a direct requirement specified in the contract/purchase order shall become the property of Truman. All reports, data or materials that may reveal names or identification numbers of individuals, employees, or corporate entities, if not returned to Truman, must be properly destroyed so as to keep such information confidential. No reports or materials prepared, as required by the contract/purchase order, shall be released to the public without the prior written consent of Truman.

4. The selected Vendor shall not at any time sell, convey, transfer, mortgage or assign any interest in the contract/purchase order, either in whole or in part, nor any of its rights, title, interest or privilege hereunder whatsoever, in the contract/purchase order without the prior written consent of Truman.
5. Vendors agree that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. Vendors further agree that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract/purchase order.
6. Vendors shall not provide any perquisites, favors, or gifts to any Truman employees which tend to curry favor with any specific persons or which incur expenses to be borne by Truman. Vendors shall not attempt to gain support and appreciation from any group of employees other than providing the high quality consulting services possible.
7. Vendors shall not offer any gift to the University or its Board of Governors or the Truman State University Foundation or its Board of Directors or any of their representatives pursuant to an active or open bidding, purchasing or any other procurement process.
8. Upon filing for any bankruptcy or insolvency proceeding by or against the Vendor whether voluntary or involuntary, or upon the appointment of a receiver, trustee or assignee for the benefits of creditors, the Vendor must notify Truman immediately. Upon learning of such actions, Truman reserves the right at its sole discretion to either cancel or reaffirm the contract.
9. Truman may cancel the contract at any time for a breach of any contractual obligation by providing the selected Vendor with a written notice of such cancellation. At its sole discretion, the University may give the Vendor an opportunity to cure the breach or to explain how the breach will be cured. If the Vendor fails to cure the breach, the University reserves the right to obtain services to be provided pursuant to the contract from other sources and charge the contractor for any additional costs incurred as a result. Should Truman exercise its right to cancel the contract/purchase order for such a reason, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the selected Vendor.
10. Truman reserves the right to terminate the contract at any time without penalty or recourse, by giving written notice to the Vendor at least 30 days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment and accomplishments prepared, furnished or completed by the Vendor pursuant to the terms of the contract shall, at the option of Truman, become the property of Truman. The Vendor shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination.
11. Any written notice of the Vendor shall be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the Vendor or at its address as listed on the signature page of the contract, or as such address as the Vendor may have requested in writing.
12. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Data obtained through this consulting process must be handled as confidential and may not be shared with other Vendors who may want to do business with Truman without the prior written approval of the University's Purchasing Department. Any future business with Truman will be obtained through a proposal process.
13. The contract shall be construed according to the laws of the State of Missouri. The Vendor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

14. The Vendor represents himself/herself to be an independent contractor offering such services to the general public and shall not represent itself to be an employee of Truman. Therefore, the selected Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save and hold Truman, its officers, agents and employees, harmless from and against any and all loss; cost (including attorney fees); and damage of any kind.
15. The selected Vendor and all subcontracted Vendors doing business with Truman must agree not to discriminate on the basis of race, color, religion, national origin, sex, disability or veteran status. If discrimination by the selected Vendor or subcontracted Vendor is found to exist, Truman will take appropriate action which may include, but not be limited to, cancellation of the contract, removal from all bidders' lists until corrective action is made and ensured, and referral to the Attorney General's Office.

## TRUMAN STATE UNIVERSITY PROPOSAL CERTIFICATION

The Vendor certifies it is authorized to obligate the represented Vendor and further agrees with all terms, conditions, and requirements of the Truman's RFP. The Vendor further certifies the responses and resulting proposal to Truman's Request for Proposal are true and accurate.

In submitting a response to Truman's RFP, the Vendor understands that Truman retains the right to reject any and all proposals and to waive irregularities and informalities therein, and to award the contract in the best interests of Truman. It is also understood that proposals may not be withdrawn for a period of **30 days** after the date and time set for the receipt of proposals.

The Vendor hereby affirms:

- (1) That I am the Vendor (if the Vendor is an individual), a partner in the Vendor (if the Vendor is a partnership), or an officer or employee of the Vendor having authority to sign on its behalf (if the Vendor is a corporation);
- (2) That the proposal has been arrived at by the Vendor independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the RFP designed to limit independent bidding or competition;
- (3) That the contents of the proposal has not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
- (4) That the Vendor has fully assured in regarding of the accuracy of the statements made in their response.
- (5) The Vendor is registered with and maintains good standing with the Secretary of State of the State of Missouri, as may be required by law or regulation.
- (6) The undersigned certifies that their Vendor (check one) \_\_\_\_\_ IS or \_\_\_\_\_ IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with this RFP document, Project No. SP21-04, and after carefully reviewing all the terms, conditions, and requirements contained therein, the undersigned agrees to furnish such services in accordance with the specifications of this RFP.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal Tax ID No.

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number