

**THE NAVAJO NATION
FACILITIES MAINTENANCE DEPARTMENT
REQUEST FOR PROPOSALS (RFP)**

**RFP #24-08-3433SB
FMD HVAC SERVICE AGREEMENT 2024
NAVAJO NATION**

DUE: August 16, 2024 4:00 P.M.

The Navajo Nation Facilities Maintenance Department (here after referred to as FMD) invites interested companies to submit proposals for the HVAC SERVICE AGREEMENT on a multi-year contract. This service shall entail complete quarterly HVAC service and repairs on a call-out basis at Navajo Nation building locations as identified on Appendix "A". The services will entail diagnostic, filling fluids and replacing parts to keep the units operational and limited to HVAC systems. This contract shall begin October 01, 2024, through September 30, 2026, for a period of three (3) calendar years.

The intent of this request for proposal is to respond and address HVAC system outages and repairs to prevent heating and cooling issues to ensure a safe working environment for all facilities listed under Appendix "A".

PRE-BID MEETING FOR ALL PROSPECTIVE ENTITIES WILL TAKE PLACE ON August 12, 2024 AT 9:00 AM. THE DESIGNATED MEETING PLACE IS AT THE NAVAJO NATION FACILITIES MAINTENANCE DEPARTMENT, 2431 NORTH ROUTE 12, FORT DEFIANCE, ARIZONA 86504.

**REQUEST FOR PROPOSALS
DUE: AUGUST 16, 2024, 4:00 PM**

The FMD is accepting proposals from qualified roofing companies to provide the installation of Metal Pro Panel Roof Replacement in the Navajo Nation. The award of the contract shall be determined by the FMD.

Responses to this RFP shall be submitted to the Navajo Nation Facilities Maintenance Department, 3 copies each, at the date and time noted above. All proposals must be clearly marked **RFP#24-08-3433SB- FMD HVAC SERVICE AGREEMENT 2024**. No oral, telephonic, emailed, or faxed responses shall be considered. No oral, telephonic, emailed, or faxed corrections, deletions, or additions to any response shall be accepted. The FMD reserves the right to reject any or all responses, and to waive any or all formalities in connection with this request. Any responses received after the above scheduled due date and time shall not be accepted or considered.

1. AVAILABILITY OF FUNDS

Any subsequent contract award associated with this RFP is contingent upon the availability of funds to the FMD for this project. If funds are not available, any agreement resulting from this RFP shall become void and of no force and effect. FMD reserves the right to negotiate the overall contract price based on the availability of funds. Bid Alternates will be in effect and clearly noted on the attached Appendix A.

2. AGREEMENT

The FMD, upon mutually agreed to and acceptable terms and conditions with the successful responder/consultant, shall enter into a formal agreement for a mutually agreed to fee and period of time. The FMD reserves the right, subject to mutual agreement with the successful responder/consultant, to extend the terms of this agreement, at the proposed rate, for a mutually agreed upon period of time.

3. CANCELLATION OF AGREEMENT

The FMD reserves the right to cancel any contract/agreement, in whole or part, at any time, within thirty (30) calendar days prior written notice to the consultant, should any of the following conditions exist:

- Funds are not appropriated by the FMD for continuance of this agreement.
- The FMD, through changes in its requirements, method of operation, or program operation no longer has a need for the service.

4. INSURANCE REQUIREMENTS

The selected entity, upon receiving authorization to proceed, shall be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the FMD.

The entity selected shall provide evidence of insurance coverage from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance will protect and indemnify the FMD from claims which may arise out of or result from any obligation under this agreement, whether such obligations are the Contractor's or those of a subcontractor or any person or entity directly or indirectly employed by said Contractor. Minimum coverage is as follows:

1. Workers Compensation: Consultant shall provide workers compensation and employer's liability insurance that complies with the regulations of the Navajo Nation with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.
2. Commercial General Liability Insurance: Consultant shall provide commercial general liability insurance policy that includes products, operations and completed operations (with no exclusion for sexual abuse or molestation). Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. The policy shall name the FMD as an additional insured. Such coverage will be provided on an occurrence basis and will be

primary and shall not contribute in any way to any insurance or self-insured retention carried by the FMD. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.

3. Commercial Automobile Insurance: Consultant shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.
4. Include a statement that no conflicts of interest exist in the provision of the services.

Umbrella Liability Insurance: Consultant shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the FMD at the sole cost and expense of the Contractor. As to the insurance required, the insurer(s) and/or their authorized agents shall provide the FMD with certificates of insurance prior to execution of the agreement by the FMD, describing the coverage.

5. AWARDING THE SERVICES

The services shall be awarded to the consultant whose qualifications are deemed to best provide the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals.

6. SUBMISSION OF QUESTIONS

Questions relating to this request for proposals must be submitted in writing to the following (faxed or emailed questions are acceptable):

Navajo Nation Facilities Maintenance Department
Post Office Box 528
Fort Defiance, Arizona 86504
Attn.: Marcus C. Tulley
Fax: 928-729-4258
Email: marcustulley@navajo-nsn.gov

To ensure consistent interpretation of certain items, answers to questions the FMD deems to be in the interest of all will be made available to all other respondents.

7. PROPOSAL SUBMISSION

Three (3) complete sets of the proposals along with a sample of your work are to be submitted to the FMD no later than August 16, 2024, at 4:00 PM, clearly labeled as follows: **RFP#24-08-3433SB-FMD HVAC SERVICE AGREEMENT 2024** and shall be addressed and mailed or hand delivered to:

Navajo Nation Facilities Maintenance Department
Post Office Box 528
Fort Defiance, Arizona 86504
Attn.: Marcus C. Tulley

8. ATTACHMENTS

Appendix A provides a list of facilities selected for HVAC system locations. Please ensure that individual bid proposals are noted for each select sites. FMD will select the most feasible sites and cost based on available funds.

9. SCOPE OF SERVICES

a. Scope Inclusions:

- Services will on time and material basis.
- Labor costs and timeframes, including overhead costs covering all applicable licensures and tax requirements.

b. HVAC Work:

- On call-out basis. Work order will be issued and addressed within 24 hours time period.
- Diagnosis problem and repairs.
- Replacement of damaged parts, filter, fluid levels, thermostats, electrical lines.
- If unit is not repairable, provide a cost estimate of HVAC unit replacement.
- Removal of parts, checking/filling fluid levels and PM services.
- Inspection of ducting systems, electrical components, thermostats, and filters.
- Replacement of new parts after inspection.
- Proper disposal of all debris resulting from service and repairs to an appropriate landfill.

This scope outlines the comprehensive requirements and consultant shall perform a thorough inspection of the HVAC system during every callout and repair service.

All debris shall be the responsibility of the individual contractor to dispose of and all cost shall be incurred by the contractor that are not directly specified or outlined in the scope of work. Each scope of work shall include all applicable Navajo Nation taxes.

Complaints and service requirements, including recall work required between scheduled services visits, must be handled within 24 hours after notification and will be at no additional cost to the Navajo Nation.

10. QUALIFICATION REQUIREMENTS AND FORMAT

The following material is to be included in all responses and received by the date and time noted above in order for any entity to be considered:

- a. Title Page showing that the proposal submitted is for: RFP#24-08-3433SB–FMD HVAC SERVICE AGREEMENT 2024
- b. The entity name, contact person information and date of response.
- c. Table of Contents
- d. Information described in the following:

11. Technical Proposal Section

Section I: Company Profile

This section should state the size of the entity, the type of entity, the entity's background, and the location and/or office from which the work on this project shall be performed.

Section II: Experience

The response should include details of experience with facility roofing repairs and replacement for educational and government facilities. In addition, interested entities must have at least ten years minimum experience performing roofing and maintenance services.

Section III: References

Include a list of references and contact information in the response. This list should include past and present clients as outlined in Experience above, including names and telephone numbers of contact people.

Section IV: Specific Approach, Sample Reports and Management Plan

Provide details regarding your approach to completing all roofing repairs and services for all listed facilities in this RFP. Include a management plan with qualifications of the staff you propose for this project along with resumes of the key personnel who would be assigned to this project as well as any consultants, engineers, etc. to be used.

Section V: Budget & Cost Breakdown Information

Include a detailed cost proposal as follows broken down by each project with a grand overall total for each of the following areas:

Labor and Transportation Cost.

Cost of Parts and Materials

Navajo Nation Tax 6% (*All Navajo Nation*)

Navajo Nation Tax 7% (*Kayenta, AZ region*)

Cost breakdown for one year, second year and third year increments.

Total Cost

Section VI: Additional Information

Include in this section any additional information you wish to provide to the FMD relevant to the analysis.

Please be advised that the person(s) signing a formal response must be authorized by your organization to contractually bind the entity with regard to prices and related contractual obligations for the delivery terms.

Company Name

Authorized Signature

Title

Printed Name

Phone, Fax, Email, Website Address

Section VII: Required Documents (MUST DOCUMENTS)

1. Employee Certification and Degrees
 - Field Related Degrees and/or Certifications
 - State Contractors Licensure or Certification
 - Safety Certification
2. Comprehensive Scope of Work
3. Navajo Business Opportunity Act Statement
4. Statement on Navajo Nation Tax Compliance
5. Certificate of Non-Debarment
6. Certification of Non-Collusion
7. Certification of Good Standing from State Licensing Office
8. Certificate of Insurance (Must meet Navajo Nation Requirements)
9. Federal IRS W-9 Form (updated version March 2024)
10. SDS Information for all chemical intending to use
11. One Copy of Comprehensive Safety Plan (Company Safety procedures, etc)
12. Navajo Nation Tax Breakdowns (*See Section V. Budget & Cost Breakdown Information*)

12. ANTICIPATED TIME-LINE

August 1, 2024	Issue RFP
August 12, 2024	9:00 A.M. Pre-bid Meeting

August 16, 2024

4:00 P.M. Proposals due

August 19, 2024

9:00 A.M. Bid opening

Appendix A

	Location	Program	Bldg. No
1	Alamo, New Mexico	Alamo Courthouse	3952
2	Chinle, Arizona	Property Management	2523
3	Chinle, Arizona	WIC Modular Clinic	2832
4	Chinle, Arizona	CHR/AIDS Trailer	2878
5	Chinle, Arizona	RBDO	3776
6	Chinle, Arizona	Workforce Development	3938
7	Churchrock, New Mexico	Eastern RBDO	2848
8	Crownpoint, New Mexico	Family Services	2724
9	Dennehotso, Arizona	CHR	7583
10	Dilkon, Arizona	Community Health Representative/Outreach Program	7581
11	Dilkon, Arizona	Judicial District Court	5537
12	Dilkon, Arizona	District Police Office	2401
13	Dilkon, Arizona	PD Modular Trlr.	5298
14	Fort Defiance, Arizona	Safety of Dams	2699
15	Fort Defiance, Arizona	FMD Admin.	2431
16	Fort Defiance, Arizona	Forestry Admin.	2466
17	Fort Defiance, Arizona	Fire Station	2896
18	Fort Defiance, Arizona	Property Management #1	2639
19	Fort Defiance, Arizona	Agency CHR Training	2874
20	Fort Defiance, Arizona	Water Resources Water Code Admin.	2905
21	Fort Defiance, Arizona	Workforce Development	3937
22	Fort Defiance, Arizona	Behavioral Health Outpatient Treatment	6905
23	Fort Defiance, Arizona	New Transit Building	7159
24	Gallup, New Mexico	Social Hygiene Trailer	2869
25	Kaibeto, Arizona	Social Service & Health	2713
26	Kaibeto, Arizona	Behavioral Health Services	7986-A
27	Kaibeto, Arizona	Behavioral Health Services	7986-B
28	Kaibeto, Arizona	Behavioral Health Services	7986-C

29	Kayenta, Arizona	CI Trailer	2897
30	Kirtland, New Mexico	Food Distribution Warehouse	2462
31	Leupp, Arizona	Donated Food Warehouse	2864
32	Ramah, New Mexico	Judicial District Court	2911
33	Shiprock, New Mexico	Northern Veterans Center	5080
34	Shiprock, New Mexico	Community Health Representative Trailer	5064
35	Shiprock, New Mexico	AML Modular Office Building	4736
36	Shiprock, New Mexico	Workforce Development	3936
37	Shiprock, New Mexico	Temporary Police Station (Old Post Office)	
38	Shiprock, New Mexico	Northern Navajo Agency Program Admin.	2583
39	Shiprock, New Mexico	HeadStart/Agriculture/Comm S	2483
40	Shiprock, New Mexico	Judicial Building	2511
41	Shiprock, New Mexico	Water Mgmt. Admin. Office	5206
42	Shiprock, New Mexico	New AML Mod. Building	7354
43	St. Michaels, Arizona	Navajo Land Department	8966
44	TeecNosPos, Arizona	Food Distribution Warehouse	3914
45	Tohajiilee, New Mexico	Tohajiilee Courthouse	3908
46	Tohatchi, New Mexico	EMS Building	2844
47	Tsaile, Arizona	Women, Infant, and Children	8958
48	Tuba City, Arizona	Veterans Office	4467
49	Tuba City, Arizona	Labor Relations/Elect./Safety Loss	2775
50	Tuba City, Arizona	Fire Station #4	2894
51	Tuba City, Arizona	Community Health Representative (CHR) Bldg.	7448
52	Tuba City, Arizona	WIC	3749
53	Tuba City, Arizona	Social Services	2712
54	Tuba City, Arizona	Workforce Development	2562/2563
55	Tuba City, Arizona	Social Service Sub Office/Family Services	T080
56	Tuba City, Arizona	Administrative Service Center	T070
57	Window Rock, Arizona	Airport Terminal and Office	2311
58	Window Rock, Arizona	BB #1/Census/PublicDef/Vital Records	2353
59	Window Rock, Arizona	Dept. of Information Technology	2498
60	Window Rock, Arizona	Ethics & Rules	2526

61	Window Rock, Arizona	Minerals & Mine Safety	2537
62	Window Rock, Arizona	Minerals Audit Modular	4791
63	Window Rock, Arizona	PD Dispatch	2657
64	Window Rock, Arizona	PD Dispatch	5299
65	Window Rock, Arizona	Staff Development	S2740
66	Window Rock, Arizona	Council Chambers	2560
67	Window Rock, Arizona	Fish & Wildlife Admin.	2457
68	Window Rock, Arizona	Fish & Wildlife Warehouse	2458
69	Window Rock, Arizona	EPA	2695
70	Window Rock, Arizona	DOJ (Old Club)	2521
71	Window Rock, Arizona	DOJ (Butler Building)	2522
72	Window Rock, Arizona	Education Center	2556
73	Window Rock, Arizona	Historical Preservation (Furnace Only)	W247
74	Window Rock, Arizona	Workforce Development	2754
75	Window Rock, Arizona	Minerals/Surface Mining Trlr.	2920
76	Window Rock, Arizona	New AML Building	3783
77	Window Rock, Arizona	EMS Bldg, #1	6175
78	Window Rock, Arizona	EMS Bldg, #2	6533
79	Window Rock, Arizona	Supreme Court Administration	7968-A
80	Window Rock, Arizona	Zoo & Botanical Orientation	2845
81	Window Rock, Arizona	Supreme Court Administration	7968-B
82	Window Rock, Arizona	Mineral Audit Bldg. (New)	8971
83	Window Rock, Arizona	Museum/Library/Visitor Center	2550

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	<i>(Applies to accounts maintained outside the United States.)</i>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number																
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Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility**

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Applicant Name

Name of individual signing on Applicant's behalf (print)

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date