



Bid No. 18-69

CITY OF BEVERLY HILLS  
FINANCE  
455 NORTH REXFORD DRIVE~BEVERLY HILLS, CALIFORNIA  
90210~(310) 285-2440

## **NOTICE INVITING PROPOSALS FOR THE CITY OF BEVERLY HILLS**

The City of Beverly Hills invites prospective respondents to submit proposals for Collection Agency Services.

Proposals are requested on the list of materials, equipment, supplies, or services set forth herein, subject to all conditions outlined in the Request for Proposals (RFP) Document, including:

- SECTION I:** REQUEST FOR PROPOSALS
- SECTION II:** INTRODUCTION AND CONTRACT REQUIREMENTS
- SECTION III:** APPLICATION
- ATTACHMENT A:** SAMPLE CONTRACT
- ATTACHMENT B:** CERTIFICATE OF INSURANCE FORM

All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable. Once opened, all proposals will become the property of the City. They will not be returned, and are subject to the California Public Records Act.

Respondents to the RFP must submit five (5) hard copies, and one (1) electronic copy in editable format (CD, DVD, or flash drive) of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

Collection Agency Services - RFP  
City of Beverly Hills  
City Clerk  
455 North Rexford Drive  
Beverly Hills, CA 90210

Inquiries and comments concerning the RFP must be directed to the primary contact, Sivan Levin, for response, and sent via e-mail to: [slevin@beverlyhills.org](mailto:slevin@beverlyhills.org). Any inquiry should state the question only, without additional information.

**SECTION I: INTRODUCTION AND REQUEST FOR PROPOSALS**

**Date of Request:** August 22, 2018

**Bid Number:** 18-69

**Item Description:** The City of Beverly Hills is accepting proposals from qualified respondents to provide Collection Agency Services.

**Process Schedule:** The RFP process schedule is as follows:

Issue RFP	August 22, 2018
Deadline for questions	August 28, 2018 At 6PM
Deadline for submission of proposals	September 6, 2018 at 2PM
City will select at least 3 (three) bidders to schedule an interview/demo	Scheduled by September 28, 2018

These dates are estimates and subject to change by the City

City of Beverly Hills reserves the right to reject late proposals, any and all proposals, or waive any irregularities or informalities during the Request for Proposal process. No proposal may be withdrawn for a period of ninety (90) days after the closing date for submission.

SECTION II: INTRODUCTION AND CONTRACT REQUIREMENTS

*INTRODUCTION*

The City of Beverly Hills ("City") is accepting proposals for collection agency services for unpaid accounts that it is unable to collect through its own efforts. City is looking to engage a professional services firm ("Consultant") that is experienced, staffed, equipped to collect unpaid accounts as referred by City, and provides exceptional customer service.

*CONTRACT REQUIREMENTS*

Scope of Work

Consultant agrees to accept for collection, and to promptly undertake the collection of such accounts as City assigns to Consultant on the terms and conditions set forth in the Agreement. In fulfilling its responsibilities, Consultant will exercise due diligence to effect collection and will employ such lawful means, methods and procedures as in its judgment, discretion and experience it believes will effect collections. Consultant will comply with all applicable federal, state and local laws and regulations with regard to collection practices and procedures, including but not limited to the Fair Debt Collection Practices Act (15 USC §1692).

Consultant shall provide City with acknowledgement of accounts assigned to and accepted by Consultant. Consultant shall provide City a Statement of Accounts on which full or partial recovery has been effected and a remittance check on a monthly basis. Said Statement shall itemize amount(s) collected, amount(s) paid to City, commissions due Consultant and adjustments made, if any. Consultant shall also provide City account progress reports and balance updates as reasonably requested by City and on mutually acceptable term and conditions.

Responsibilities of Consultant –

1. Consultant shall provide a 'Customer Service' agent, who will provide resident account information, Monday thru Friday, during normal business hours, excluding holidays recognized by the Consultant, A local or toll free number will be provided,
2. Consultant Customer Service shall assist residents and or other third party payees in all billing inquiries in a timely manner,
3. Consultant shall provide a designated Account Manager / Representative that will serve as a Liaison between the City and Consultant for all inquiries,
  - a. Said Account Manager shall be made available within the same window as defined for the Customer Service agent.
4. Consultant shall agree that the billing data, including all components of data and data tables, is the sole property of the City,
5. Consultant shall stipulate that Consultant reserves no rights to sell and or use the data in any manner other than to provide the service the City has contracted for. Consultant shall not sell or allow the use of data for any purpose other than that so contracted,

6. Consultant understands that if City terminates the agreement, Consultant shall, within three (3) days of notice of termination, provide the City with all data, data files, data tables, and data backup that are related to City accounts in the format prescribed by the Information Technology Department. Consultant must certify that all City-related data has been purged from their systems and that no copies and or sources of data are in the Contractor's possession.

Responsibilities of City –

(a) City shall promptly notify Consultant in writing of any direct payment to City on assigned accounts and shall forward said payment to Consultant in the form received, together with any accompanying documentation. As used herein, "direct payment" shall include but not be limited to all forms of insurance compensation and any private payment and/or partial payment.

(b) City shall promptly notify Consultant in writing of any change in the principal balance assigned, whether an increase or decrease, and the justification therefore.

(c) City shall refer to Consultant any communication, whether written or oral, which relates to assigned accounts. If communication is in writing, City shall also forward a copy.

(d) City shall refrain to the extent possible from any direct communication, which relates to assigned accounts. As used herein, "direct communication" shall include but not be limited to any communication pertaining to negotiating payment(s) or compromising a balance.

(e) City shall cooperate with review, documentation and advice with respect to any disputed account.

(f) City warrants that all payments made directly to City have been properly reported and that no arrangement has been made with any debtor for the payment or settlement of any claim.

(g) City authorizes Consultant to endorse and deposit into its trust accounts all cash, checks, EFTs and any other negotiable instruments received from or on behalf of debtors and made payable to City or to Consultant. All collections made by Consultant or paid directly to City, after the date of assignment, shall be reported to Consultant, accounted for and offset and paid monthly less any collection fee.

Standard Operating Collection Procedures for City –

(a) Collection Agency will send the account holder a pre-collect written notice. The account holder will have 10 days to pay before the account is turned over to collections receivable. Collection Agency will follow-up with phone calls and skip trace.

(b) On day 15, from the pre-collection notice date, the account is sent to collections receivables and the account holder will receive a mailed 1st notice, stating the account is now in collections. The account holder will have 30 days to pay. Collection Agency will follow-up with phone calls and skip trace.

(c) On day 30, from the pre-collection notice date, if no contact is made with the account holder, the account holder generally receives a mailed 2nd notice, reminding them to pay or the outstanding balance will be added to the account holder's credit report. The collection agency to follow-up with phone calls and skip trace research. Any time after 30 days after the 1st notice is

sent, the Collection Agency will add the negative items to the account holder's credit reports if no contact is made with the account holder or the account holder refuses to pay the outstanding balance owed.

### Insurance

CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) Workers' compensation insurance as required by the State of California.

(3) Professional Liability Insurance

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of Two Million Dollars (\$2,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for two years after performance of work under this Agreement is completed.

### Indemnification

Consultant agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any person employed by Consultant in the performance of this Agreement.

**SECTION III: APPLICATION**

1. Name of firm: \_\_\_\_\_

3. Address of firm: \_\_\_\_\_

4. Headquarters Phone: ( ) \_\_\_\_\_ Office Main Phone: ( ) \_\_\_\_\_

5. Contact personnel / authorized account representative(s) (provide an attachment if more space is required):

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

Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

6. Employment History & Years of Experience with Municipalities for each authorized account representative/collector. A minimum of five (5) years' experience is required. (provide an attachment if more space is required):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. History and details of any disciplinary actions or complaints and the disposition as well as the history of any arbitration or litigation, the nature of the case and status or disposition of the firm and/or for each authorized account representative/collector (provide an attachment if more space is required):

\_\_\_\_\_  
\_\_\_\_\_

8. Professional references from California public sector clients who are most comparable to the City and have established relationships with the sales representative listed above.

Reference 1. Name \_\_\_\_\_

Organization \_\_\_\_\_ Title \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

Reference 2. Name \_\_\_\_\_

Organization \_\_\_\_\_ Title \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

9. Number of collectors currently employed by your firm \_\_\_\_\_

Number of notices/collections per day \_\_\_\_\_

10. Please provide your office/collection hours. Are weekends and nights required?

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11. Are the collectors automated? (Check one)

Yes       No

If 'yes', what type of system is utilized? \_\_\_\_\_

12. Please provide the proposed fee schedule. The City intends to award this contract to the Agency that it deems most responsive and will provide the most comprehensive and high quality service to the City inclusive of fee considerations. The City reserves the right to accept other than the lowest price offer and to reject all proposals that are not responsive to the request.

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13. Please provide the skip trace process that your agency follows (e.g. search engines, contacting references, etc.)?

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**ATTACHMENT A**  
**SAMPLE CONTRACT**  
(Informational Only)



AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
[CONSULTANT'S NAME] FOR [BRIEFLY DESCRIBE PURPOSE  
OF THIS CONTRACT]

NAME OF CONSULTANT: insert name of consultant

RESPONSIBLE PRINCIPAL OF CONSULTANT: insert name, title of responsible principal

CONSULTANT'S ADDRESS: insert street address  
insert city, state, zip code  
Attention: insert dept. head name, title

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: [Dept. Head's Name, Title]

COMMENCEMENT DATE: insert commencement date

TERMINATION DATE: insert termination date

CONSIDERATION: Not to exceed \$ insert amount

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
[CONSULTANT NAME] FOR [BRIEFLY DESCRIBE PURPOSE  
OF CONTRACT]

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and [CONSULTANT Name], (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a written receipt of a notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) Workers' compensation insurance as required by the State of California.

(3) Professional Liability Insurance

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of Two Million Dollars (\$2,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for two years after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-consultants to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) CONSULTANT shall provide CITY with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced. All of the policies required under this Agreement shall state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONSULTANT and its insurance carriers.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's

regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
Name: dept head/cfo/cm  
Title

CONSULTANT:

\_\_\_\_\_  
Name:  
Title:  
\_\_\_\_\_

Name:  
Title:

APPROVED AS TO CONTENT:

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Dept. Head Name:  
Title:

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Risk Manager Name:  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

CONSULTANT shall perform the following services:

Describe the services in detail. Include schedule for deliverables and/or services:

If there is a need for a Project schedule, insert a Project schedule or insert "The City Manager or his designee may establish a project schedule in writing."



EXHIBIT B  
SCHEDULE OF PAYMENT AND RATES

[Tie to deliverables where possible.]

**ATTACHMENT B**  
**CERTIFICATE OF INSURANCE FORM**  
(Informational Only)



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONSULTANT'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: CONSULTANT agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of CONSULTANT's officers, employees, agents or others employed by CONSULTANT while engaged by CONSULTANT in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_