Shelton State Community College will receive sealed bids in its Purchasing Office until 10/1/2014 at 2:00 PM for the items described in the bid invitation. Bids will be publicly opened and read aloud in the Volkert Conference Room, Room #3605A.

SUBMIT BID PROPOSAL TO:

Bid Number 21-14-SS
Attention: Judy Johnson
Shelton State Community College
9500 Old Greensboro Road
Tuscaloosa, AL 35405

"No Bid" Responses Are Requested
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. All bids are to be in sealed envelopes with the above bid number and opening on the outside of the envelope. All forms should be completed and included in the sealed envelope. Mark your bid to the attention of Judy Johnson, Purchasing Officer.

2. Only written modifications to proposals will be accepted.

3. Bidders may submit proposals on any one or all items listed. However, the College reserves the right to select and purchase individual items.

4. **All bid prices are to be quoted F.O.B. Shelton State Community College, Tuscaloosa, Alabama.**

5. The College reserves the right to accept or reject any bid or part thereof and waive informalities that may be deemed in the best interest of the College.

6. References in the specifications to name brands, catalogue numbers, etc., are for identification purposes only and in no way are intended to eliminate or discourage the offering of substitute items which equal the specifications.

7. If quotations are offered on substitute items, the bidder must include catalogues/brochures with complete descriptions and manufacturers' specifications.

8. Guarantees/warranties are to be furnished by the vendor as provided by the manufacturer.

9. Bid prices are not to include tax. Tax exemption certificates furnished upon request.

10. All items are to be free from defects in material and workmanship. If items are defective or damaged or do not meet the specifications, they are to be replaced immediately by the vendor at no additional cost to the college.

11. Quantities listed on the specifications sheet are believed to be correct. However, the college reserves the right to alter or vary the quantities for a period of ninety (90) days from the bid opening.

12. No payments on partial shipments will be made until all items have been received in good condition.
13. No bid may be withdrawn after the scheduled closing time for receipts of bids for a period of thirty (30) days.

14. Any and all damages caused to the College by the successful bidder will be repaired promptly at no cost to the College.

15. This proposal is to be made without connection with any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.

16. The contractor must comply with all federal, state, county and city laws regarding license fees and agreements.

17. The contractor must comply with Alabama Act 2011-535 and agrees to submit an Affidavit of Alabama Immigration Law Compliance as well as an E-Verify Memorandum of Understanding.

18. Nonresident Bidder Information: Act Number 2001-637 of the 2001 Alabama Legislature, which became effective on May 21, 2001, and is codified as Code of Alabama, Section 39-3-5, provides as follows:

Section 1: In the letting of public contracts in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preferences shall be given to resident contractors, and a non resident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder’s state awards contract to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state domicile of the nonresident.

Section 2: A summary of this law shall be made a part of the advertised specifications of all projects affected by this law.
SPECIFICATIONS

Please bid on the items listed on pages 4-5, or equivalent, for Shelton State Community College.

Charges for postage/handling/delivery should be included in the bid price.

Shelton State reserves the right to purchase any additional quantity of the above referenced item for a period of at least three hundred sixty-five days (one year) following the bid opening date.

If you have general bid questions, please contact Judy Johnson at 205.391.2238.

For questions regarding the bid specifications, please contact Barry Mohun at 205.391.2918.

CERTIFICATION PURSUANT TO ACT NUM. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. **BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557. THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.**
PLEASE SEE ATTACHED
FOR BID SPECIFICATIONS
BID PROPOSAL FORM

Proposal of _______________________________________________
(Company Name)

of _______________________________________________________
(City and State)

Hereinafter, called "Bidder," a corporation, organized and existing under the laws of the State of ________________, a partnership, or an individual doing business as:

________________________________________________________________________

TO:     Shelton State Community College
        9500 Old Greensboro Rd.
        Tuscaloosa, AL  35405
        Attn: Judy Johnson

________________________________________________________________________

BID PRICE $___________________________________________________________

FEDERAL IDENTIFICATION # _________________________________
I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

_______________________________________
Firm or Company Name

_______________________________________
Address

_______________________________________
City, State and Zip Code

_______________________________________
Telephone Number                       Fax Number

_______________________________________
Name of Company Representative
(Please Print)

_______________________________________
Signature of Company Representative

BID CERTIFICATE MUST BE NOTARIZED

Sworn and subscribed before me this the ___________ day of ________________, 20____.

_______________________________________
Notary Public

_______________________________________
Date my commission expires
State of Alabama
Disclosure Statement
(Required by Act 2001-955)

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<th>ENTITY COMPLETING FORM</th>
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<th>ADDRESS</th>
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<tr>
<th>CITY, STATE, ZIP</th>
<th>TELEPHONE NUMBER</th>
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This form is provided with:
- [ ] Contract
- [ ] Proposal
- [ ] Request for Proposal
- [ ] Invitation to Bid
- [ ] Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?
- [ ] Yes
- [ ] No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>TYPE OF GOODS/SERVICES</th>
<th>AMOUNT RECEIVED</th>
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Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?
- [ ] Yes
- [ ] No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>DATE GRANT AWARDED</th>
<th>AMOUNT OF GRANT</th>
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1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly or indirectly benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary)

<table>
<thead>
<tr>
<th>NAME OF PUBLIC OFFICIAL/EMPLOYEE</th>
<th>ADDRESS</th>
<th>STATE DEPARTMENT/AGENCY</th>
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Page 8
2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

<table>
<thead>
<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>ADDRESS</th>
<th>NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEES</th>
<th>STATE DEPARTMENT/ AGENCY WHERE EMPLOYED</th>
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</thead>
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</tbody>
</table>

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

<table>
<thead>
<tr>
<th>NAME OF PAID CONSULTANT/LOBBYIST</th>
<th>ADDRESS</th>
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</table>

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature __________________________ Date _____________

Notary's Signature ______________________ Date _____________ Date Notary Expires _____________

Act 2001-985 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.
GENERAL INFORMATION:
Shelton State Community College considers all vendors to be valuable assets in fulfilling its education, health, research, and service missions. As such, vendors should conduct their business openly, fairly, and honestly. All vendors are expected to fulfill their contractual commitments to the College in terms of cost, delivery, and quality of products and services. The College procurement contracts are a matter of public record, and they are based upon formal competitive bids or good faith negotiations between the College and the vendor. Failure to fulfill contractual commitments can jeopardize a company’s status as an acceptable College vendor.

The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services that are required on all taxable sales and leases into Alabama:

Certification Pursuant To Act No. 2006-557
Alabama law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

______________________________
Company Name

______________________________
Signature of Responsible Party

PRINT: Name, Title ____________________________ Date ____________________
ATTACHMENT

Project Summary

Through these General Requirements, Shelton State Community College will contract for full time Athletic Training Services based at 9500 Old Greensboro Road, Tuscaloosa, AL.

Hold Harmless:

The Contractor agrees to indemnify, defend, and hold harmless Shelton State Community College, the Department of Postsecondary Education, its respective officers, employees, students, agents and/or servants against all demands, claims, actions, or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs, and reasonable attorney’s fees, asserted against, resultant to, imposed upon, or incurred by Shelton State Community College resulting from or arising out of:

1. Any breach by the Contractor of the terms of the specifications, or

2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, students, agents and/or servants of Shelton State Community College or the Contractor or subcontractors or material men, or

3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or

4. Any damage to property, real or personal (including property of the Shelton State Community College or its respective officers, agents and servants), caused in whole or in part by the acts or omissions of the Contractor, any subcontractor, any material men, or anyone directly or indirectly employed by them while engaged in the performance of any work for Shelton State Community College.
Detailed Specifications:

Athletic Training Services

Consulting:

Under the base bid, the vendor will provide physical therapy, athletic training and education, and other related services. The vendor will also comply with all FERPA and HIPPA regulations.

The scope of services requested is as follows:

Game Coverage:

<table>
<thead>
<tr>
<th>Sport/Activity</th>
<th>All Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basketball – Men’s</td>
<td>X</td>
</tr>
<tr>
<td>Basketball – Women’s</td>
<td>X</td>
</tr>
<tr>
<td>Softball</td>
<td>X</td>
</tr>
<tr>
<td>Baseball</td>
<td>X</td>
</tr>
<tr>
<td>Cheerleading</td>
<td>X</td>
</tr>
<tr>
<td>Post Season Play – All Sports Listed</td>
<td>X</td>
</tr>
<tr>
<td>Tournament Coverage- State and National</td>
<td>X</td>
</tr>
<tr>
<td>Serve as Head Athletic Trainer</td>
<td>X</td>
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</tbody>
</table>

* A trainer is required at all home games and some away games.

** Tournament coverage will be provided at the request of the Athletic Director.

*** As outlined in the Hours of Operation section of these specifications, the Athletic Director will determine coverage of any away games. Home game coverage is mandatory.

**** If a new sport is added Shelton State Community College, it is automatically covered under this agreement.
Administrative Requirements:

1) Assist Athletic Director in ordering of supplies  
2) Maintain inventory of supplies  
3) Maintain Injury Report forms for injured players  
4) Maintain record of training visits and treatments  
5) Maintain emergency file on student athletes  
6) Complete seasonal and yearly injury reviews  
7) Athletic Trainer shall maintain full supervision of any student intern/job shadowing program in athletic training.  
8) Establish emergency procedures plan  
9) Review of services with Athletic Director  
10) Coordinate and prioritize game coverage schedule  
11) Complete all insurance paperwork in a timely manner  
12) In consultation with Shelton State Community College team physicians the Athletic Trainer will make decisions regarding injury treatment/rehabilitation: In the absence of a medical doctor’s instructions, the Athletic Trainer will make treatment/rehabilitation decisions regarding injuries to student athletes. In addition, the Athletic Trainer will clear student athletes to return to competition/practice at the end of any treatment/rehabilitation period.  
13) Oversee of the athletic weight room

Training Room Duties:

1) Injury assessment and recognition  
2) Rehabilitation on injured athletes  
3) Injury prevention  
4) Practice and game preparation of athletes  
5) Consultations with coaches, parents, and medical providers  
6) Equipment fitting and safety  
7) Supervision of training room activity  
8) Referrals for required medical and rehabilitation  
9) Serve as Head Athletic Trainer (provision of all services listed above)

Sports Medicine Program:

1) Specific Strength and Conditioning Training:  
   Meet with all coaches each sport season (Fall, Spring) to provide information about specific strength and conditioning methods appropriate to each sport to avoid injuries (i.e. weight training exercises for baseball to avoid rotator cuff injuries).  
2) Conduct Coaches Educational Workshops:  
   One workshop to be conducted each semester (Fall, Spring). Workshops
to include information about potential areas of concern for coaches, to include topics such as heat exhaustion, conditioning, head and neck injuries, lighting conditions. The Athletic Director will provide final approval for workshop content.

3) Workshop on CPR & AED Certification
   Provide an annual workshop for Shelton State Community College coaches for CPR and AED Certification.

Tournaments and Classics:

All Tournaments and Classics held on Shelton State Community College Campus will be covered by the vendor at the request of the athletic director.

Work Year:

Athletic Training Services will be provided from 10/1/2014 - 9/30/2015 following the academic calendar.

Hours of Operation:

The Athletic Trainer will generally be on duty for an average of 40 hours per week during the term of the contract. Typical work hours are from 10:00 am to 6:00 p.m., Monday through Thursday, Friday 8:00 am - 4:00pm with Saturday and Sunday coverage as needed. During the fall and spring semester sports seasons, and during vacation periods, the daily hours are subject to change at the sole discretion of the Athletic Director. Schedule adjustments may also occur due to the number of night games scheduled. Home game coverage is considered mandatory. Some game coverage for away games will be required. The weekly hours of the Athletic Trainer will be scheduled accordingly.

Location of Services:

The Athletic Trainer will be based at the Shelton State Community College Field house-205-391-2246.

Location of Patient Facility:

The vendor will have a facility for patient therapy services that is located within a 5 mile proximity from Shelton State Community College 9500 Old Greensboro Road Tuscaloosa, AL 35405.
Equipment and Supplies:

Shelton State Community College will provide all training and first aid supplies necessary to support this program. Required quantities of training and first aid supplies to be kept on hand by the school will be determined by the Athletic Director. The Athletic Director must approve any training or first aid equipment requested and not currently available on the premises of Shelton State Community College. Shelton State Community College will procure this equipment, outside the scope of this contract.

Contractor Billing:

The vendor will bill Shelton State Community College monthly for services provided.

Special Services:

Coverage of away games, post-season tournaments and playoffs are covered under this contract at no cost to the Shelton State Community College. Any expenses incurred, will be paid by the vendor.

Early Termination:

Either party may terminate this agreement, without consequences, upon 30 days written notice to the other party.

Certification Required of Athletic Trainers:

All Athletic Trainers assigned to Shelton State Community College will hold a Certified Athletic Trainer (ATC), Licensed Athletic Trainer-State of Alabama and Certified Strength and Conditioning Specialist (CSCS).

Vendor Credentials:

The organization/company providing the Athletic Trainer services to Shelton State Community College must have provided similar services to community colleges in the state for at least three (3) years, have a license to do business in the State of Alabama, and be in good standing with the State of Alabama.

The vendor must develop a working relationship with Shelton State Community College team physicians- Dr. Jimmy Robinson and Dr. Lyle Cain.
Liability Insurance:

See APPENDIX A Shelton State Community College Insurance Requirements. Shelton State Community College and the Department of Postsecondary Education must be named as additional insured on the vendor’s liability insurance policy.

Length of Agreement:

This pricing agreement will cover three years. The agreement covers Fall, Spring and Summer Semesters and any activities between semesters.

This contract will commence on approximately 10/1/2014.
The company identified below agrees to all of the conditions, specifications, and instructions contained in the attached specifications that comprise this bid submission and will provide the services designated therein as specified. This bid package includes all costs for material, labor, and transportation.

**Base Bid**

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<thead>
<tr>
<th>Period</th>
<th>Amount</th>
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<tbody>
<tr>
<td>October 1, 2014-September 30, 2015</td>
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<tr>
<td>October 1, 2015-September 30, 2016</td>
<td>$_________________________</td>
</tr>
<tr>
<td>October 1, 2016-September 30, 2017</td>
<td>$_________________________</td>
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____ Client references submitted

The undersigned is submitting this bid without collusion with any other individual or corporation.

**SUBMITTED BY:**

**Firm:** _______________________ **Signature:** _____________________________

Address: ____________________ Name: ________________________________

____________________________ Title: _________________________________

____________________________ Telephone: ____________________________

Acknowledgement of Addendum #1 _________________________________ (if issued)  
(Please sign)

Acknowledgement of Addendum #2 _________________________________ (if issued)  
(Please sign)
APPENDIX A
SHELTON STATE COMMUNITY COLLEGE
INSURANCE REQUIREMENTS

A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage of Insurance Services Office (ISO) policies, forms and endorsements.

B. If the contractor/insured has self-insured retentions or deductibles under any of the following minimum required coverage, the contractor/insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the contractor/insured’s sole responsibility.

C. Commercial General Liability: The contractor/insured will maintain commercial general liability insurance covering all operations by or on behalf of the contractor/insured on an occurrence basis against claims for personal. This policy shall be properly endorsed to show Shelton State Community College as an Additional Insured. Such insurance will have these minimum limits:

Minimum Limits: $1,000,000 each occurrence
$2,000,000 each occurrence if blasting is required
$2,000,000 general aggregate with dedicated limits per project site
$2,000,000 products and completed operations aggregate
$1,000,000 personal and advertising injury

D. Worker’s compensation: The contractor/insured will maintain workers’ compensation and employer’s liability insurance.

Minimum Limits: Worker’s compensation: statutory limit
Employer’s Liability: $1,000,000 bodily injury for each accident
$1,000,000 bodily injury by disease for each employee
$1,000,000 bodily injury disease aggregate

E. Umbrella/Excess Liability: The contractor/insured will maintain umbrella/excess liability insurance on an occurrence basis of the underlying commercial general liability and workers’ compensation insurance. The coverage shall be at least as broad as each of the underlying policies. The amounts of insurance required may be satisfied by purchased coverage for the limits specified or by any combination
of underlying and umbrella limits, so long as the total amount of insurance is not
less than the limit specified for general liability and workers’ compensation when
added to the limit specified in this section. This policy shall be properly endorsed
to show Shelton State Community College as an Additional Insured.

Minimum Limits: $5,000,000 combined single limit and aggregate limit

F. The Contractor/Vendor or User of College Campus Facilities shall purchase
and maintain insurance coverages with carriers with a Bests Financial Rating not
less than A, to which Shelton State Community College has no reasonable
objection.

G. A Contractor/Vendor or User shall furnish a certificate of insurance to Shelton
State Community College prior to the commencement of any work covered by
this contract or purchase order, as evidence that all requirements of this section
have been complied with. The certificate shall also contain a provision that the
coverages afforded under the policies required shall not be cancelled or allowed to
expire unless 60 days prior written notice has been given to Shelton State
Community College. Failure on the part of the Contractor/Vendor or User to
maintain coverage as required shall constitute a default and entitle Shelton State
Community College, at its sole option, to either terminate the contract or procure
replacement coverage and offset the cost against any money due the
Contractor/Vendor or User.

H. Coverages, whether written on occurrence or claims-made, shall be maintained
without interruption from the date of commencement of work/event until the date
of final payment and termination of any coverage to be maintained after final
payment.

I. PROFESSIONAL LIABILITY:
Should this contract provide for Professional services, such as, but not limited to,
Athletic Trainers, Sports Medicine, Counseling, Dental, Medical, Psychological,
and Contractors, the vendor shall purchase and maintain Professional Liability
coverage for the services to be rendered for limits not less than:
a. $1,000,000 per claim or occurrence, $3,000,000 aggregate
b. The vendor shall furnish Shelton State Community College a certificate of
insurance as evidence of coverage.
SUMMARY SHEET

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<thead>
<tr>
<th>VENDOR</th>
<th>BID PRICE</th>
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