

# CITY OF MOBILE

## BID SHEET

This is Not an Order

**Mailing Address:**

P. O. Box 1948  
 Mobile, Alabama 36633  
 (251) 208-7434

**Purchasing Department  
 and Package Delivery:**

Government Plaza  
 4<sup>th</sup> Floor, Room S-408  
 205 Government St  
 Mobile, Alabama 36644

**READ TERMS AND CONDITIONS  
 ON REVERSE SIDE OF THIS PAGE  
 BEFORE BIDDING**

Typed by: brm Buyer: 002

**Please quote the lowest price at which you will furnish the articles listed below**

DATE 04/04/2018	BID NO. 5138	DEPARTMENT Police	Commodities to be delivered F.O.B. Mobile to: As Specified
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**This bid must be received and stamped by the Purchasing office not later than: 11:00 AM Tuesday, April 17, 2018**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p style="color: red; font-size: small;">Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.</p> <p><b>The City of Mobile requests bids for Deceased Body Transport per the following Specifications for a one (1) year period.</b></p> <p>The Company shall promptly respond, on a daily twenty-four (24) hour basis to all calls from the Chief of the Mobile Police Department, or his duly authorized designee, for the pick up and transport of deceased bodies.</p> <p>The Company that is awarded the bid should be able to arrive at the scene within thirty (30) minutes of receiving the request without the use of emergency warning devices. The Company shall closely monitor and maintain its vehicles so in no event shall response time be greater that thirty (30) minutes from the time of receiving the call from the duly authorized Police Department official to any point in the City of Mobile, or its police jurisdictions. To ensure compliance the company shall maintain a minimum of two (2) properly equipped vehicles outlined in this bid in the event one (1) vehicle is out of service or malfunctions as to ensure delivery of this service. The Company shall not under any circumstances use emergency warning devices in the transport of deceased bodies pursuant to this contract.</p> <p>The Company that is awarded the bid should have personnel available on a twenty four (24) hour a day, seven (7) days a week basis.</p> <p style="text-align: center;">Page 1 of 5</p>					
			<b>TOTAL</b>			

**RETURN ONE SIGNED COPY OF THIS BID  
 IN ENCLOSED ENVELOPE**

State delivery time within \_\_\_\_\_ days of receipt of P.O.

Firm Name \_\_\_\_\_

Typed Signature \_\_\_\_\_

By \_\_\_\_\_

We will allow a discount \_\_\_\_\_% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or [cityofmobile.org/taxes.php](http://cityofmobile.org/taxes.php).
15. If a bid bond is required in the published specifications, see below:  
Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft Or Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See [www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx](http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx) . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.



## BID CONTINUATION SHEET

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 5					
	<p>The company shall utilize basic life support (BLS) equipped vehicles (ambulance) that are fully compliant with state and local emergency transport vehicle standards dictated in Mobile Code of Ordinances Chapter 6, Article IV, Sec. 6-70. Standards of vehicle and equipment.</p> <p>(a) All motor vehicles used for the purpose of providing ambulance service hereunder shall be designed and constructed to transport ill, sick, or injured persons in comfort and safety, and shall be maintained in clean, sanitary and first-class mechanical conditions at all times and comply with all applicable federal, state or local laws.</p> <p>(b) All motor vehicles used for the purpose of providing ambulance service hereunder shall be equipped according to current federal, state and local standards as may be updated from time to time by the EPAB and the fire medic division of the fire department subject to approval by the fire chief.</p> <p>The Company shall comply with Mobile Code of Ordinances Chapter 6, Article IV, Sec. 6-74. Use of emergency warning devices.</p> <p>(b) After a private ambulance has responded to an apparent non-emergency call and arrived at the point of pickup, it shall be unlawful for the ambulance to proceed to the hospital or other destination with the use of emergency warning equipment except where serious medical conditions exist, such as in the case of category I or II patients. The fire department dispatcher however must be notified by the owner of the circumstances surrounding the call and the need to use emergency warning equipment upon the city streets.</p>					
			<b>TOTAL</b>			

**RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE**

**READ ABOVE INSTRUCTIONS BEFORE QUOTING**

Firm Name \_\_\_\_\_

By \_\_\_\_\_

We will allow a discount \_\_\_\_\_ % 20 days from date of receipt of goods and correct invoice of completed order.

## BID CONTINUATION SHEET

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Page 3 of 5</p> <p>The Company shall maintain transport vehicles manned with a minimum of two (2) persons physically capable of moving the deceased bodies and fully equipped with the necessary equipment and resources including body bags to transport deceased bodies. All deceased transports shall require the use of a body bag.</p> <p>The Company shall maintain appropriate records and data regarding the transport of deceased bodies pursuant to this agreement, including but not limited to the time the emergency call was received, from whom the call was received, the time of vehicle dispatch, the location of the deceased body, the time of arrival, the name of the deceased if known, the names of any witnesses at the scene, the time of transport, the site to which the body is transported, and at whose request, etc.</p> <p>Prior to final acceptance the company that is the low bid shall make their vehicles available for inspection to the Mobile Police Department.</p> <p>The City of Mobile requires that successful vendor provide capability for 2-way voice communication between each vehicle and the Mobile Police Department dispatcher. The voice communication may be either cellular telephone or 2-way radio.</p> <p>The Company shall comply with federal, state, and local laws including but not limited to maintaining a current municipal business license. Successful company to comply with State of Alabama Code Section 22-19.</p> <p>Company agrees to obtain, maintain, and keep current at least the following minimum insurance prior to commencing any work or receiving any payments therefore under this agreement:</p> <p>General Liability-Premises/Operations:</p>					
			<b>TOTAL</b>			

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IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name \_\_\_\_\_

By \_\_\_\_\_

We will allow a discount \_\_\_\_\_ % 20 days from date of receipt of goods and correct invoice of completed order.

**BID CONTINUATION SHEET**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 4 of 5</p> <p>Bodily Injury- \$350,000 Each Person/ \$500,000 Each Accident                      Property Damage- \$100,000 Each Occurrence or \$500,000                      Combined                      Bodily Injury and Property Damage</p> <p>Automobile Liability-Comprehensive Form (Including owned,                      non-owned, and hired vehicles)                      Bodily Injury-\$250,000 Each Person/\$500,000 Each Accident                      Property Damage- \$100,000 Each Occurrence or \$500,000                      Combined                      Bodily Injury and Property Damage</p> <p>Workmans Compensation: Statutory                      Professional Liability Insurance: \$100,000 for projects from                      \$250,000 to \$1,000,000</p> <p>Insurance must be with a company licensed and qualified to do                      business in the state of Alabama and certified by an agent licensed and                      qualified in the state of Alabama. The Company shall furnish proof of                      insurance in the minimum amounts specified, and shall furnish a                      certificate of insurance to the City of Mobile as a named insured which                      shall be kept on file in the office of the City Clerk. The City of Mobile                      shall receive not less than sixty (60) days prior written notice in the                      event of cancellation, reduction in coverage or non-renewal of this                      policy for any reason whatsoever.</p> <p>The Company shall submit an invoice to the City of Mobile on a                      regular monthly basis.</p> <p>For the purpose of competitive bidding, the award of this bid shall be                      based upon approximately 25-30 deceased bodies per month average.</p> <p>There is no guarantee on the number of deceased bodies to be moved                      each year.</p> <p>In the last 12 months, the City transported 310 deceased individuals.</p> <p>A copy of the proposed contract with terms and conditions follows.</p>					
			<b>TOTAL</b>			

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**READ ABOVE INSTRUCTIONS BEFORE QUOTING**

Firm Name \_\_\_\_\_

By \_\_\_\_\_

We will allow a discount \_\_\_\_\_ % 20 days from date of receipt of goods  
 and correct invoice of completed order.

**BID CONTINUATION SHEET**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 5 of 5</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a></p> <p>If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: <a href="http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>At the option of the City of Mobile, the awarded contract may be extended up to two (2) additional 1-year periods if price and conditions remain the same.</p> <p>City of Mobile Business License Required. See Item 14 on reverse of Page 1.</p> <p>Price per deceased transported including body bag: \$ _____</p> <p><b>THIS BID TO BE AWARDED ALL OR NONE</b></p>					
			<b>TOTAL</b>			

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**READ ABOVE INSTRUCTIONS BEFORE QUOTING**

Firm Name \_\_\_\_\_

By \_\_\_\_\_

We will allow a discount \_\_\_\_\_ % 20 days from date of receipt of goods and correct invoice of completed order.



STATE OF ALABAMA  
COUNTY OF MOBILE

DECEASED BODY TRANSPORT CONTRACT

THIS DECEASED BODY TRANSPORT CONTRACT (hereinafter  
“AGREEMENT”) is made and entered into at Mobile, Alabama, by and between the City  
of Mobile, Alabama, a municipal corporation with its principal office at 205 Government  
Street, Mobile, Alabama 36644 (hereinafter “CITY”), and  
\_\_\_\_\_, an Alabama corporation,  
(hereinafter “COMPANY”) as follows:

WHEREAS, CITY on or about \_\_\_\_\_, 2014, issued Bid No.  
\_\_\_\_\_ seeking to attain services pertaining to the transporting of deceased  
persons; and,

WHEREAS, CITY declared COMPANY as the lowest responsible bidder on said  
Bid;

NOW, THEREFORE, in consideration of the foregoing premises, and in  
consideration of the agreements hereinafter set out to be kept and performed by  
COMPANY, it is mutually agreed as follows:

**SECTION 1.**

**TERM**

This agreement shall be in full force and effect for one (1) year beginning on \_\_\_\_\_, 201\_\_\_\_, and expiring on \_\_\_\_\_, 201\_\_\_\_. CITY at its sole discretion may extend this agreement for two (2), additional one (1) year terms provided that the contract price and terms remain the same.

**SECTION 2.**

**REQUIREMENTS**

COMPANY shall abide by all the terms and conditions contained in its bid dated \_\_\_\_\_, , a copy of which is attached as EXHIBIT A and incorporated by reference herein as a part hereof.

COMPANY shall also:

- a. Promptly respond to all calls from the Chief of the Mobile Police Department (hereinafter "Police Department"), or his duly authorized designee, for the pickup and transportation of deceased bodies. COMPANY must be available twenty-four (24) hours per day, seven (7) days per week for the entire term of this agreement and any extension or renewal thereof.
- b. Maintain transport vehicles manned with a minimum of two (2) persons physically capable of moving the deceased bodies and fully equipped with necessary equipment and resources to transport deceased bodies, including body bags for those individuals who have been pronounced dead.
- c. Adequately monitor and maintain all of its vehicles; respond to all calls by arriving not more than thirty (30) minutes from the time of receiving the call from the duly authorized Police Department official to any point in the City of



Mobile or its police jurisdictions. COMPANY shall not under any circumstances use emergency warning devices in the transportation of deceased bodies.

- d. Maintain appropriate records and data regarding the transport of deceased bodies pursuant to this Agreement, including but not limited to the time the call was received, from whom the call was received, the time of vehicle dispatch, the location of the deceased body, the time of arrival, the name of the deceased if known, the names of any witnesses at the scene, the time of transport, the site to which the body is transported, and at whose request;
- e. Provide vehicle of a type and appearance necessary to perform the tasks required by this Agreement, as well as, lend dignity to the transport of deceased persons. Prior to final acceptance of this Agreement, COMPANY shall make their vehicles available for inspection to the Police Department.
- f. Provide the capability for two-way voice communications between each vehicle and the Mobile Police Department dispatcher. The voice communications may be either cellular telephone or two-way radio.
- g. Comply with all federal, state and local laws, including but not limited to maintaining a current municipal business license. COMPANY will comply with Alabama Code §22-19, et. Seq.
- h. COMPANY shall require its employees to wear a Mobile Police Department picture identification at all times while engaged in the service of transporting deceased bodies. The cost of this identification shall be the responsibility of the

COMPANY at the rate of no more than ten (10) dollars per employee for the term of the contract.

### SECTION 3

### COMPENSATION

- a. As full and total compensation for the services to be provided under this agreement, COMPANY shall be paid \$\_\_\_\_\_, which includes price of body bag for each body transported. COMPANY understands and agrees that there is no guarantee of the number of deceased bodies to be moved per year.
- b. COMPANY shall submit invoices to the Police Department each month. Invoices shall include a copy of the records to be maintained pursuant to section 2 (d) of this Agreement. Upon the Police Department's determination that COMPANY has complied with all requirements of this Agreement, the Police Department shall forward COMPANY'S invoice to the Accounting Department for payment. ALL invoices approved for payment, shall be paid not later than thirty (30) days from the date the Police Department receives the invoices.
- c. If Police Department determines that COMPANY has failed to fulfill all obligations under this Agreement, the Police Department shall transmit its findings to the City Legal Department for prompt resolution. Referral of invoices to the Legal Department shall not relieve COMPANY of its obligation to perform the services required by this Agreement.

**SECTION 4.**

**NOTICE**

Telephone notice to the CITY shall be to the following numbers:

208-1701 during business hours  
(8:00 a.m. – 5:00 p.m.)

208-7211 or 208-7212 after business hours.

Written notice shall be conclusively presumed to have been effectuated when mailed; postage prepaid, registered or certified mail to:

CHIEF'S OFFICE  
MOBILE POLICE DEPARTMENT  
2460 GOVERNMENT STREET  
MOBILE, AL 36606

With a copy addressed to:

CITY CLERK  
P. O. BOX 1827  
MOBILE, AL 36633-1827

CITY ATTORNEY  
P. O. BOX 1827  
MOBILE, AL 36633-1827

PURCHASING DEPARTMENT  
P. O. BOX 1948  
MOBILE, AL 36633

And to COMPANY:

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## SECTION 5

## INSURANCE REQUIREMENTS

COMPANY agrees to obtain, maintain, and keep current at least the following minimum insurance prior to commencing any work or receiving payments therefore under this agreement:

### GENERAL LIABILITY – PREMISES / OPERATIONS

Bodily Injury -                 \$250,000 each person  
  \$500,000 each accident

Property Damage -           \$100,000 each occurrence or  
  \$500,000 combined Bodily Injury and  
  Property Damage

AUTOMOBILE LIABILITY – COMPREHENSIVE FORM (Including  
owned, non-owned and hired vehicles):

Bodily Injury -                 \$250,000 each person  
  \$500,000 each accident

Property Damage             \$100,000 each occurrence or  
  \$500,000 combined Bodily Injury and  
  Property Damage

### WORKMEN'S COMPENSATION

Statutory



PROFESSIONAL LIABILITY INSURANCE:

\$100,000 for projects from \$250,000 to \$1,000,000

Insurance must be with a company licensed and qualified to do business in the State of Alabama and certified by an agent licensed and qualified in the State of Alabama. COMPANY shall furnish proof of insurance in the minimum amounts specified, and shall furnish a certificate of insurance to CITY as a named insured which shall be kept on file in the office of the City Clerk. CITY shall receive not less than sixty (60) days prior written notice in the event of cancellation, reduction in coverage or non-renewal of this policy for any reason whatsoever. Said notice shall be delivered to:

CITY OF MOBILE  
ATTENTION: CITY CLERK  
P. O. BOX 1827  
MOBILE, ALABAMA 36633-1827

**SECTION 6.**

**CANCELLATION**

CITY shall receive not less than sixty (60) days prior written notice in the event of cancellation, reduction in coverage or non-renewal of this Contract for any reason whatsoever. Said notice shall be delivered to via mail postage prepaid, registered or certified mail, to:

CITY OF MOBILE  
ATTENTION: CITY CLERK  
P. O. BOX 1827  
MOBILE, ALABAMA 36633-1827

With a copy addressed to:

PURCHASING AGENT  
PURCHASING DEPARTMENT  
P. O. BOX 1948  
MOBILE, AL 36633

## SECTION 7.

## GENERAL PROVISIONS

1. **Indemnification.** COMPANY agrees to indemnify and hold the CITY, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities, and claims for damages of any kind (including interest and attorney's fees) arising in any way out of the performance of this Agreement and/or the activities of COMPANY, its principals, directors, agents, servants, and employees in the performance of this Agreement, for which CITY is alleged to be liable. In the event that the CITY, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, COMPANY hereby agrees to pay all of CITY'S costs of defense, including, but not limited to all attorneys fees, court costs, expert witness fees, and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to COMPANY or CITY, and these defenses and matters may be raised in the CITY'S behalf in any action or proceeding arising from this Agreement.

2. **Entire Agreement.** This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

3. **Modifications.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

4. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

5. **Governing Law.** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

6. **Licenses and Permits.** COMPANY shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations, and assurances necessary in order to abide by the terms of this Agreement.

IN WITNESS WHEREOF, the aforesaid parties have caused their signatures to be hereunto affixed by their duly authorized officers and such signatures to be duly attested on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY:**

**COMPANY:**

CITY OF MOBILE, A Municipal Corporation

\_\_\_\_\_ An Alabama Corporation

BY: \_\_\_\_\_ Its Mayor

BY: \_\_\_\_\_ Its \_\_\_\_\_

ATTEST:

ATTEST:

BY: \_\_\_\_\_ City Clerk

BY: \_\_\_\_\_ Its \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF MOBILE

I, the undersigned Notary in and for said County in said State, hereby certify that \_\_\_\_\_ and \_\_\_\_\_, whose names as Mayor and City Clerk, respectively, of the City of Mobile, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and the seal this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

STATE OF ALABAMA  
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_ and \_\_\_\_\_, whose names as \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and the seal this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public