

# REQUEST FOR PROPOSAL

**City of Fort Mitchell Fire Department**  
2355 Dixie Highway  
Fort Mitchell KY 41017



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

The City of Fort Mitchell (City) is requesting bids for 20 Firefighter’s Self-Contained Breathing Apparatus (SCBA) and 50 face pieces. The bid package and specifications may be obtained on our website, [www.fortmitchell.com](http://www.fortmitchell.com). Please contact Adam Fuller at [afuller@fortmitchell.com](mailto:afuller@fortmitchell.com) (859) 331-1267 if you have any questions or need a printed copy of the bid package. Sealed bids marked “SCBA Replacement” will be received by the City Clerk’s office at 2355 Dixie Highway, Fort Mitchell, Kentucky, 41017 until **4:00 P.M.** (local time) on **12/15/2021** and will be read at that time in the Council Chambers. Preference for Kentucky resident bidders applies in accordance with Kentucky law.

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## INSTRUCTIONS TO BIDDERS

1. Contact Chief Adam Fuller (859) 331-1267 to answer any questions.
2. Read and understand all technical specifications (call if clarification is needed).
3. Completely fill out, sign and return the City of Fort Mitchell's Bid Pricing Sheet. Each bid must be signed by the bidder with his usual signature. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by Corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person legally authorized to bind the corporation.
4. Bids are to be mailed to or delivered to the Office of the City Clerk, City of Fort Mitchell, 2355 Dixie Highway, Fort Mitchell, Kentucky 41017. Bids must be received prior to the specified time of closing as designated in the invitation. Late Bids received will be returned unopened to the bidder.
5. Envelopes should be sealed when submitted and properly noted with title of bid, date and time deadline.
6. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
7. References in the *Technical Specifications* describing the material, supplies, or services required of a particular trade name, catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding offers on other type of materials and supplies or of performing the work in a manner other than specified. However, the bidder's attention is called to Paragraph 6 of the *General Conditions* which must be strictly adhered to.
8. The City of Fort Mitchell assumes no responsibility for any costs associated with the preparation of proposals or participation in the selection process in response to this RFP.

## GENERAL CONDITIONS

1. The City of Fort Mitchell reserves the right to reject any, all, or portions of proposals or accept the proposal the City of Fort Mitchell deems to be in its best interest, regardless of the lowest proposal amount. The City of Fort Mitchell reserves the right to request additional data or information or a presentation in support of written proposals, however, the City of Fort Mitchell may award a contract based on the offers received, without additional submissions. The proposal should be submitted on the most favorable terms, from all aspects, which the contractor can submit. The City of Fort Mitchell reserves all rights to negotiate with the contractor of its choice based not solely upon cost alone but on the qualifications and ability of the contractor to perform, consistent with the City of Fort Mitchell's intent, requirements, time schedule, and funds availability.
2. All proposal submittals will be considered public documents. The criteria for selection will be primarily based on experience, cost, and the quality of the proposal in the multiple engineering disciplines encompassed in the scope of service.
3. The Contractor will be responsible for invoicing the City of Fort Mitchell. Payment will be made within 30 days after final acceptance by the City of Fort Mitchell of the project. Upon receipt of the invoice, the Fire Chief will make the determination of whether or not work of sufficient quality and quantity has been accomplished.
4. In case of default by the bidder or contractor, the City of Fort Mitchell may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. All prices should include all labor, material costs, shipping and any discounts offered. Prices shall be stated in units of quantities specified. In case of error in extending the total amount of the bid, the unit price will govern.
6. The bidder, if awarded an order or contract; agrees to protect, defend, and save harmless the City against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.
7. The contractor will guarantee the work and materials and the work and the materials of all subcontractors for a minimum period of one (1) year from the date of acceptance of the work by the City of Fort Mitchell and agree to leave the work in perfect order at completion. Neither the final certificate of payment nor any provision in the Contract documents shall relieve the contractor of responsibility for negligence, or faulty materials, or workmanship within the extent and period provided by laws, and upon written notice, they shall remedy any defaults due thereto and pay all expenses for any damage to work resulting therefrom. It is hereby specifically agreed and understood that this guarantee shall not include any cause or causes other than defective work or materials. It is further understood that the City of Fort Mitchell shall be the final judge as to whether or not any defect is a defect in workmanship and/or materials, which is the contractor's responsibility. All manufacturers' warranties shall apply.
8. Samples, when requested, must be furnished free of expense prior to the opening of bids and if not destroyed will, upon request, be returned at the bidder's expense.
9. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance.
10. All bids shall remain valid for a period of one hundred and eighty (180) days after bid opening unless a longer period is otherwise stated herein.
11. The City's sales tax exemption status may not be used by the bidder to acquire materials or supplies on a sales tax-exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by any bidder are included in his bid price.
12. All contracts entered into by the City of Fort Mitchell shall be governed by all Federal and State laws, regulations, City ordinances and the rules and regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the City of Fort Mitchell and its representatives against any claim or liability arising from or based on any such law, ordinance, rules and regulation by themselves or by their employees.
13. Prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
14. Special Conditions, if any, are enclosed. A conflict between *Special Conditions* and *General Conditions* shall be construed in favor of the *Special Conditions*.
15. The Description of Requirements and Specifications (technical specifications) for the procurement are enclosed herewith.

## SPECIAL CONDITIONS

**Deadline:** The project must be completed no later than **June 1, 2022**

### Insurance Requirements

Prior to commencement of your services, you must provide the city with a certificate of insurance evidencing the following insurance coverage:

1. Commercial General Liability insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence. ***The City of Ft. Mitchell must be named as an Additional Insured; the certificate shall specify that the coverage afforded is primary and Non-contributory with respect to any other coverage available to the City of Ft. Mitchell.*** If you are providing construction services, you must use additional insured endorsements CG20100704 AND CG20370704.
2. Workers Compensation Coverage

***Any and all liability coverage shall name the City of Ft. Mitchell as Additional Insured on a primary and non-contributory basis. A satisfactory certificate of insurance evidencing the coverage outlined above shall be provided before any services are rendered.***

## TECHNICAL CONDITIONS

### **A. OVERVIEW**

The City of Fort Mitchell requests proposals from qualified vendors for the purpose of supplying Self-Contained Breathing Apparatus (SCBA) for use in The City's Fire Department. All of the items under this proposal will need to meet or exceed the National Fire Protection Association (NFPA), OSHA & NIOSH standards. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. After which, only the names of the respondents will be publicly announced. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number. This solicitation does not commit The City of Fort Mitchell to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The City reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of The City to do so.

### **B. SCOPE OF WORK**

The successful vendor shall provide (20) SCBA, and (50) face pieces for use in The City's Fire Department. The Specification details design and materials criteria to afford respiratory protection against adverse environmental effects during structural firefighting. All pricing must remain in effect until **December 2022** for add on equipment/additional orders. The qualified vendor must provide proof with their proposal that their product meets or exceeds all specifications of SCBA. Any exceptions (Do not meet) to the supplied specifications shall be explained in detail with package.

### **C. INSTRUCTIONS TO VENDOR**

1. Submittal must include one (1) original proposal response clearly marked as original, and one (1) complete copy of the proposal response along with a completed W-9 form. Responses must be in a sealed envelope/package containing the solicitation name and number. The individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. City of Fort Mitchell assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the vendor's sole responsibility to ensure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. **RESPONSE FORM:** All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Proposals written in pencil will be disqualified.
5. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the vendor's name, address, and the solicitation name and number. Questions regarding this solicitation must be submitted via email to Adam Fuller, City of Fort Mitchell Fire Chief, AFuller@FortMitchell.com no later than **4:00 pm on December 15, 2021**.
6. **All submitted RFP's that are received by 4:00 pm on December 15, 2021 will be opened and publicly read at that time in The City of Fort Mitchell Council Chambers, 2355 Dixie Highway, Fort Mitchell KY.**

### **D. SELECTION CRITERIA**

It is the intent of The City of Fort Mitchell to award one contract to the best economical responsive, responsible bidder based on the total proposal submitted with final approval by The City of Fort Mitchell. The City reserves the right to reject any and all proposals at their discretion.

### **E. SPECIFIC TERMS AND CONDITIONS**

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the City in

writing no later than five (5) business days prior to the scheduled due date and time.

2. **RESPONDANTS QUALIFICATION:** The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Vendor's ability to provide said services.

3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the City.

4. **REJECTION:** Fort Mitchell reserves the right to reject any and all proposals, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of The City.

5. **WAIVER:** The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of The City.

6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.

7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful offeror will be held responsible, therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.

8. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Fire Chief of The City of Fort Mitchell.

9. **DEBARMENT:** By submitting a qualification package, the vendor is certifying that they are not currently debarred from responding to any request for proposals by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of Kentucky.

10. **DEFAULT:** In case of default by the vendor, The District reserves the right to purchase any or all items in default in the open market, charging the vendor with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting vendor will be considered in future RFP's until the assessed charge has been satisfied.

11. **HOLD HARMLESS:** All respondents to this RFP shall indemnify and hold harmless The City of Fort Mitchell Fire Department and any of their officers and employees from all suits and claims alleged to be a result of this request for proposals. The issuance of this request of proposals constitutes only an invitation to present a proposal. The City of Fort Mitchell reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. The City of Fort Mitchell also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.

12. **CANCELLATION:** In the event that this request for proposals is withdrawn or the project canceled for any reason, The City of Fort Mitchell shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.

13. **The City of Fort Mitchell Policy:** The Request for Proposals is subject to the provisions of the City of Fort Mitchell Procurement Policy and any revisions thereto, which are hereby incorporated into this request for proposals in their entirety except as amended or superseded within.

14. **FAILURE TO SUBMIT ALL MANDATORY FORMS:** Failure to submit all the mandatory forms from this request of proposals shall be just cause for the rejection of the qualification package. However, Fort Mitchell reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

15. **CONTRACT AWARD:** a. This solicitation and submitted documents, when properly accepted by The City of Fort Mitchell shall constitute an agreement equally binding between the successful Contractor and The City. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The City shall not be legally bound by any

amendment or interpretation that is not fully executed by both parties in writing.

16. The successful vendor shall be required to execute a formal agreement with The City within ten (10) business days after issuance of the Notice of Award.

**CONTRACT ADMINISTRATION:** Questions or problems arising after award of an agreement shall be directed to the Fire Chief by calling (859) 331-1267. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Parker District Fire Department, 2355 Dixie HWY, Fort Mitchell, KY 41017.

## **F. GENERAL CONTRACTUAL REQUIREMENTS**

1. **ABANDONMENT OR DELAY:** If the work to be done under this contract shall be abandoned or delayed by the vendor, or if at any time The City shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the vendor.

2. The City may annul the contract or any part thereof if the vendor fails to resolve the matter within thirty (30) days of written notice.

3. **RESPONSIBILITY:** The vendor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.

4. **NON-APPROPRIATION / SUBSTITUTION PERMITTED:** If The City of Fort Mitchell fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to The City. Following any such non-appropriation, the master lease agreement shall contain no limitation on The City's ability to replace the equipment financed with any other equipment.

5. **INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of The City, the vendor hereby expressly agrees to indemnify and hold The City harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows: The Vendor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the vendor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by The City and its employees or by any member of the public, to indemnify and save The City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by The City and its employees. This promise to indemnify shall include bodily injuries or death occurring to the vendor's employees and any person, directly or indirectly employed by the vendor, The City's employees, or occurring to any member of the public. When The City submits notice, vendor shall promptly defend any aforementioned action. The prescribed limits of insurance set forth herein shall not limit the extent of the Vendor's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, The City will not provide indemnity to the successful VENDOR. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

6. **FORCE MAJEURE:** The vendor shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the vendor. Such causes may include but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the vendor. If the failure to perform is caused by default of a supplier, and if such default arises out of causes beyond the control of

both the vendor and supplier and without excess costs for failure to perform, unless the supplies or services to be furnished by the supplier were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule.

7. **ARBITRATION:** Under no circumstances and with no exception will The City of Fort Mitchell act as arbitrator between the vendor and any supplier.

8. **PUBLICITY RELEASES:** Vendor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by The City. The vendor shall not have the right to include The City's name in its published list of customers without prior approval of The City Fire Chief. With regard to news releases, only the name of The City, type and duration of any resulting agreement may be used and then only with prior approval of The City. The vendor also agrees not to publish, or cite in any form, any comments or quotes from The City's staff unless it is a direct quote from the Fire Chief.

9. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of Kentucky.

10. **ASSIGNMENT:** The vendor shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior written consent of The City. The vendor shall not assign any money due or to become due to him under said agreement without the prior written consent of The City.

11. **AFFIRMATIVE ACTION:** The successful vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

12. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the contract terms and conditions, The City of Fort Mitchell, after due oral or written notice, may procure substitute goods or services from other sources and hold the vendor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which The City of Fort Mitchell may have.

13. **TERMINATION OF CONTRACT:** 1. Subject to the Provisions below, the contract may be terminated by The District providing a thirty (30) days advance notice in writing is given to the contractor. a. Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of The City without the required thirty (30) days advance written notice, then The City shall negotiate reasonable termination costs, if applicable.

14. **GOVERNING LAWS:** Any contract resulting from this request for proposals shall be governed in all respects by the laws of the State of Kentucky and any litigation with respect thereto shall be brought in the courts of the State of Kentucky.

15. **BONDS:** Payment and Performance Bonds are not required for this request for proposal.

17. **OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared for The City pursuant to this contract shall belong exclusively to The City.

18. **TYPE OF CONTRACT:** This contract is a unit price contract.

## **REQUEST FOR PROPOSAL**

### **2021-02 SELF-CONTAINED BREATHING APPARATUS (SCBA)**

Delivery of full original order of 20 SCBA must be received by June 1, 2022 of order being placed.

**SCBA:** Each "unit" will consist of:

- Back frame with harness
- Facepiece
- 2 Cylinders

In addition to 20 SCBA "units", 50 additional facepieces will be purchased to supplement staffing.

#### **SCBA REQUIREMENTS:**

- The SCBA shall be approved to NIOSH 42 CFR, Part 84 for chemical, biological, radiological, and nuclear protection (CBRN).
- The SCBA shall be compliant to the NFPA 1981, 2018 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.

- The SCBA shall be compliant to the NFPA 1982, 2018 Edition, Standard on Personal Alert Safety Systems.
- All components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F and G, Hazardous locations.
- A quick connect cylinder connection.
- Enhanced voice communications.
- Bluetooth interface capabilities with Kenwood Viking 800 Mhz radio
- Incorporate a RIC/UAC fitting to be compliant with the 2018 edition of the NFPA 1981 Self-Contained Breathing Apparatus standard.
- The PASS device shall be compliant to the NFPA 1982, 2018 Edition Standard on Personal Alert Safety Systems.
- HUD device visible from the face piece that alerts user via light configuration of remaining cylinder volume.
- All electronics should be powered by either alkaline or rechargeable batteries from a central power supply.
- Have a mask mounted regulator that is attached to the reducer.
- Be equipped with a low cylinder pressure warning device.
- Console should have an analog gauge to reflect cylinder pressure.

### **CYLINDERS:**

- 4500 psi
- 45 minute and be equipped with a quick connect adapter
- Aluminum liner that is fully wound with high-strength carbon fiber filaments impregnated with epoxy resin.

### **FACE PIECE**

- The lens shall meet the requirements of the NFPA 1981, 2018 Edition standard for radiant heat and elevated temperature heat and flame resistance tests.
- The facepiece shall have a large diameter inlet that enables both unrestricted breathing and voice communications.
- The full facepiece assembly shall be available in three sizes, marked “S” for Small, “M” for Medium and “L” for Large.
- The lens is a component of the facepiece assembly and shall be a single, replaceable, and be constructed of a high-temperature and radiant-heat-resistant, non-shatter type polycarbonate material. Have a 4-point adjustable head net or similar.

### **TRAINING**

- A minimum of 3 days of On-Site Training covering the successful vendors SCBA will be provided by seller to be held at The City of Fort Mitchell. Training dates will be set by The City of Fort Mitchell Fire Chief and/or his designee.
- Training shall include, but not be limited to:
  - SCBA Operation
  - Maintenance & Cleaning
  - Emergency Operation of the SCBA

### **ON-SITE FIT TESTING**

To ensure the safety of all users, and proper fit of individual face pieces, the successful vendor



REQUIRED AFFIDAVIT FOR BIDDERS CLAIMING KENTUCKY RESIDENT BIDDER  
STATUS

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky Workers' Compensation policy in effect.

The City of Fort Mitchell reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature	Printed Name
Title	Date
Company Name	_____
Address	_____
_____	

Subscribed and sworn to before me by \_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_ This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public  
[seal of notary] My commission expires: \_\_\_\_\_