



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
WWV12886

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS
304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

WORKFORCE WEST VIRGINIA
 OFFICE OF ADMIN. SUPPORT-5302
 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 304-558-2631

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/10/2012				

BID OPENING DATE: **05/30/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		961-48		
MANDATORY DRUG SCREENING SERVICES						
OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA WORKFORCE IS SOLICITING BIDS FOR MANDATORY DRUG SCREENING PER THE ATTACHED SPECIFICATIONS.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE				TELEPHONE		DATE
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING DATE: 05/30/2012		
				BID OPENING TIME: 01:30 P.M.		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		

				CONTACT PERSON (PLEASE PRINT CLEARLY):		

				ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERE TO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.		
				***** THIS IS THE END OF RFQ WWV12886 ***** TOTAL:		_____

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STATE OF WEST VIRGINIA
WORKFORCE WEST VIRGINIA
REQUEST FOR QUOTATION
WWV12886

Purpose

WorkForce West Virginia (WFWV) is soliciting bids from qualified vendors to provide mandatory drug screening required for individuals desiring to participate in training offered through the WorkForce Investment Act (WIA) Title I National Emergency Grant Training and WIA Title I Adult, Dislocated Worker, and Youth programs.

Overview

Pursuant to Section 181(f) of WIA Title I, State Workforce Agencies are authorized to test and sanction WIA participants for the use of controlled substances. Effective July 1, 2012, WFWV is authorized to be screening all participants that enter into training-level (ITA) services funded by WIA Title I, individual training accounts and on-the-job training (OJT) for the specified drugs identified in this RFQ. WFWV prefers to begin the drug screening on July 1, 2012 or as soon thereafter as any contract resulting from this RFQ allows.

Scope of Services

The successful vendor will work cooperatively with the WFWV staff to provide drug screening/testing services for approximately nine hundred (900) individuals per year who are referred for training-level programs funded by WIA Title I National Emergency Grant Training, and WorkForce Investment Act Title I Adult, Dislocated Worker and Youth. The results of the drug testing will be used by WFWV to determine training and/or employment opportunities offered to and/or denied the clients.

The successful vendor shall provide drug testing in accordance with the following mandatory specifications:

- (a) The successful vendor must be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).
- (b) The successful vendor shall be responsible for collecting urine samples to test for substance abuse from WFWV clients referred to the vendor from WFWV for the following substances:
 - Amphetamines
 - Cannabinoids/THC
 - Cocaine
 - Opiates
 - Phencyclidine (PCP)

- Benzodiazepines
 - Propoxyphene
 - Methadone
 - Barbiturates
 - Synthetic narcotics
- (c) The successful vendor shall provide the required testing at the vendor's facilities located throughout the State of West Virginia.
- (d) The successful vendor must accept walk-in clients.
- (e) The successful vendor's business hours must accommodate clients between the hours of 8:00 am and 5:00 pm Monday through Friday, except for State holidays.
- (f) The successful vendor shall require that clients referred by WFWV have a valid Drug Test Authorization Form (as developed by WFWV) signed by a representative of WFWV and shall ensure that no drug tests are given after the date established on said form.
- (g) The successful vendor shall test, record, submit for review, and legally support confirmations of test specimens in conformity within the concentration cutoff levels set forth below:

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test Cutoff Concentration
Amphetamines	1000 ng	500 ng
Cannabinoids/THC	50 ng	15 ng
Cocaine	300 ng	150 ng
Opiates	2000 ng	2000 ng
Phencyclidine (PCP)	25 ng	25 ng
Benzodiazepines	300 ng	300 ng
Propoxyphene	300 ng	300 ng
Methadone	300 ng	300 ng
Barbiturates	300 ng	300 ng
Synthetic narcotics	2000 ng	2000 ng

- (h) The successful vendor must have the capability to provide screening cutoffs that are flexible and can be changed within a 30-day period as requested by WFWV.

- (i) The successful vendor will determine the appropriate nanogram cut-off levels for drugs that have no threshold listed above.
- (j) The successful vendor will have all test results reviewed by a Medical Review Officer (MRO).
- (k) The successful vendor will agree that specimens testing positive after both the screening and confirmation test shall be considered positive for the purpose of retaining the sample. Positive samples shall be retained in a frozen state by the successful vendor for at least 365 calendar days.
- (l) The successful vendor shall provide any and all follow-up testing or analysis required to either confirm a positive result or eliminate a false positive.
- (m) The successful vendor will inform the participant of drug screen results via US Postal Service within 48 hours after collection of specimen for negative tests. For positive results, the participant shall be informed within 48 hours after review of the results by the MRO.
- (n) The vendor shall ensure that all test results are clearly marked as Pass or Fail.
- (o) The successful vendor shall maintain an internet-based database of the test results. At minimum, this database should include: client name, address, social security number, and the test results.
- (p) The successful vendor will provide confidential access to designated WFWV employees to this database.
- (q) The successful vendor must maintain client records for six (6) years following the expiration/cancellation of any contract resulting from this RFQ.
- (r) At no additional cost to the agency whatsoever, the successful vendor shall support WFWV and the State of West Virginia with respect to all challenges, legal or otherwise, related to its product, processes, confirmations, including providing answers to interrogatories, depositions, and providing an expert witness or witnesses to testify in court and other witnesses if needed to support its chain of custody and efficacy of its product and laboratory confirmation services.
- (s) The successful vendor must have testing/collections sites within 20 miles of WFWV local offices as shown on Attachment I. Upon award of a contract resulting from this RFQ, the successful vendor shall provide WFWV with a list of testing facilities along with their respective address and mileage from the WFWV office nearest said facility listed.
- (t) The successful vendor will provide documentation for each test that includes the following:
 1. Chain of Custody documentation that will accompany the urine specimen at all times, from collection to testing.
 2. The documentation will include a statement indicating that the specimen was sealed and/or labeled for identification purposes at its collection.

3. The documentation will include spaces for printed names and signatures of the employee(s) who collect the urine specimen.
 4. The documentation will include a statement whereby the donor of the urine specimen certifies that the specimen container was sealed and labeled in his/her presence. The statement of certification will be followed by a space for witness verification.
- (u) The successful vendor shall ensure complete integrity of each specimen tested and the respective test results. Receiving, transfer and handling of all specimens by laboratory personnel shall be fully documented using chain-of-custody documentation compliant with DOT/NIDA.
 - (v) The successful vendor must ensure that any subcontracted facilities or services utilized by the vendor must meet all of the mandatory requirements provided in this RFQ.
 - (w) The successful vendor must be able to provide services at all locations specified with this RFQ within fifteen (15) days of issuance of any contract resulting from this RFQ.
 - (x) The only costs associated with this RFQ will be the per test fee and will be based on actual number of tests conducted. WFWV will not pay any additional fees whatsoever, which includes fees for handling of rejected specimens or those otherwise unfit for testing or for specimen adulteration assays.
 - (y) The successful vendor will adhere to the strict rules of confidentiality, issued by or through the United States Department of Transportation during any contract resulting from this RFQ and/or after termination/cancellation of said contract.
 - (z) The successful vendor must submit detailed, itemized invoices to WFWV on a monthly basis and will be reimbursed in arrears in accordance with West Virginia State Code.
 - (aa) The successful vendor will not assign, transfer or delegate interest in any contract resulting from this RFQ without the prior written consent of WFWV.

Experience and Qualifications

- (a) Prior to the award of any contract resulting from this RFQ, the successful vendor must be in good standing with all State of West Virginia governmental offices (i.e., Unemployment Compensation, Insurance Commission, and the Purchasing Division)
- (b) The successful vendor must employ a full-time, board certified, toxicologist of the American Board of Forensic Toxicology
- (c) The successful vendor must be registered with the West Virginia Secretary of State's Office and the Purchasing Division of the Department of Administration, prior to award of any contract resulting from this RFQ.
- (d) The successful vendor must sign, without altering, the following documents which are attached to this RFQ as exhibits:
 - 1) Purchasing Affidavit, attached hereto as Exhibit 1
 - 2) Agreement Addendum (WV-96), attached hereto as Exhibit 2

- (e) The successful vendor must employ the services of a Medical Review Officer (MRO) as defined by the United States Department of Transportation, Office of Drug and Alcohol Policy and Compliance.
- (f) All facilities utilized by the successful vendor must be SAMHSA certified.
- (g) The successful vendor must adhere to the regulations put forth by the United States Department of Transportation.

Vendor's Proposed Cost: \$_____ per test for 900* tests per year = \$_____.

*This number is an estimate based on training history and is used for calculation purposes only. WFWV does not make any guarantees of the number of actual tests that will be requested per year.

WorkForce West Virginia Field Office Listing

Beckley 200 Value City Center Beckley, WV 25802	Morgantown 304 Scott Avenue Morgantown, WV 26508
Charleston 1321 Plaza East Charleston, WV 25325	Parkersburg 300 Lakeview Center Parkersburg, WV 26101
Clarksburg 321 West Main Street Clarksburg, WV 26302	Putnam #19 Putnam Village, Hurricane Teays, WV 25569
Elkins 1023 North Randolph Avenue Elkins, WV 26241	Moorefield 1929 State Road 55 Moorefield, WV 26836
Fairmont 320 Adams Street, Suite 107 Fairmont, WV 26554	Summersville 830 Northside Drive Summersville, WV 26651
Huntington 2699 Park Avenue, Suite 240 Huntington, WV 25704	Weirton 100 Municipal Plaza Weirton, WV 26062
Logan 300 Prosperity Lane Logan, WV 25601	Welch 110 Park Avenue, Suite 100 Welch, WV 24801
Martinsburg 891 Auto Parts Place, Suite 1314 Martinsburg, WV 25402	Wheeling 1275 Warwood Avenue Wheeling, WV 26003
Princeton 195 Davis Street Princeton, WV 24740	Pt. Pleasant 404 Main Street Pt. Pleasant, WV 25550

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____