

**CONTRACTOR AGREEMENT FOR ER ASSIST, INC.**  
**DISASTER RESPONSE AND RECOVERY SERVICES**

|                             |   |   |   |
|-----------------------------|---|---|---|
| <b>Contractor Name:</b>     | <b>ER Assist Inc</b>  | <b>Client Name:</b>                     | <b>MARSHALL<br/>(COUNTY)</b>                  |
| <b>Address:</b>             | KY: ER Assist Inc<br>3894 Georgetown Rd.<br>Frankfort, KY 40601<br><br><b>108 E Central Suite<br/>200; Bentonville AR<br/>72712</b> | <b>Client Address:</b>                  | <b>1101 Main Street,<br/>Benton, KY 42025</b> |
| <b>Point of Contact:</b>    | <b>Laurel Matula</b>  | <b>Client POC:</b>                      | <b>Kevin Neal</b>                             |
| <b>Email:</b>               | <b>laurel@erassist.com</b>  | <b>Client email:</b>                    | <b>kevin.neal@marshal<br/>lcountky.gov</b>    |
| <b>Contract start date:</b> | <b>12/14/2021</b>   | <b>Contract End Date<br/>(initial):</b> | <b>12/14/2022</b>                             |
| <b>Billing type:</b>        | <b>Hourly</b>   | <b>Not to Exceed (NTE)<br/>Amount:</b>  | <b>\$1,000,000</b>                            |

This Agreement, entered into on 12/14/2021, by and between, **MARSHALL (COUNTY)**, (hereinafter "Client"), and **ER Assist, Inc.** (hereinafter "Contractor"), collectively referred to as the "Parties".

**RECITALS**

I. WHEREAS, Client desires to retain Contractor to provide certain disaster operational management, administrative documentation, software, or other disaster response, recovery, or funding related services ("Services"), and the Contractor desires to provide such services, in accordance with the provisions contained in this Agreement. This Agreement imposes an obligation of good faith upon the parties, meaning: Contractor will deal in good faith with Client in its performance of the obligations imposed by this Agreement and Client will deal in good faith in its enforcement of the obligations imposed by this Agreement.

II. WHEREAS, **The initial term of this contract commences on the date set forth above and ends one year after that date, and may be extended 3 additional one year terms at the request of the Client and with mutual written consent.**

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

## 1. STATUS AS INDEPENDENT CONTRACTOR

This Agreement does not constitute a hiring by either party. It is the parties' intention that Contractor shall have an independent contractor status and not be an employee for any purposes.

## 2. TASKS, DUTIES, AND SCOPE OF WORK

a. Client hereby retains Contractor to perform disaster operational management, administrative documentation, software, or other disaster response, recovery, or funding consulting related services ("Services") for DR4630 - SEVERE STORMS.

b. The Contractor shall conduct criminal background and driver's license check for any person used in fulfilling this Agreement. The Contractor must E-Verify the employment status of its employees and will maintain the documentation in its files. The Client shall have access at any time to the employment files of Contractor.

c. This Agreement between the parties shall constitute the basic agreement. Nothing in this agreement shall be construed to prohibit Contractor (i) from providing services to Client outside of the scope of this agreement, (ii) from providing identical services under a subsequent agreement with Client, or (iii) **from providing the same or similar services to any third party so long as it does not directly compete with the reasonable interests of the Client.**

d. Rates have been determined to be reasonable as per federal disaster reimbursement requirements for non-competitive bid contracts.

## 3. COMPENSATION

Contractor shall be entitled to compensation for performing those tasks and duties related to the Services described herein as follows:

a. Contractor shall be compensated on a unit price basis pursuant to the Rate Schedule attached hereto as "Exhibit A" and fully incorporated herein. Such Rate Schedule may be amended from time to time as deemed necessary to fully supply the Client with appropriate staff.

b. Per 2 CFR (Federal Code for Regulations) 200, Contracts require a Not To Exceed Amount. The Parties agree that the compensation for the services issued under this Agreement shall not exceed the amount stated in table above without prior written permission by Client.

c. Contractor shall invoice Client on a monthly basis. Any failure by Contractor to include any item(s) of compensation in an invoice, regardless of the reason for the omission, shall in no way limit Client's duty **to provide such compensation in the future so long as Contractor remedies the omission within 180 days of the invoice said omission should have been included in.**

d. Submitted invoices shall include time reports for each person performing work billed on the invoice. Time reports shall show time entries allocated to the site worked, activity performed, and position and rate billed to meet federal, state, or third party funding requirements for the Client to seek reimbursement for Contractor costs.

e. Contractor's invoices shall be subject to verification by the Client for

completeness and/or accuracy. Contractor shall provide to Client any and all documentation necessary for any state, federal, third party or internal audit processes.

f. Contractor acknowledges that the processing of its invoices will be subject to any approval or timelines set out under the Client's invoicing procedures. All invoices shall be paid fourteen (14) days from receipt of Contractor's invoice.

#### 4. NOTICE CONCERNING WITHHOLDING OF TAXES

Contractor recognizes and understands that it will receive the appropriate tax statement from Client and other related tax documents, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Contractor hereby promises and agrees to indemnify the Client for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Client as a result of Contractor's failure to make such required payments.

#### 5. TERMINATION

This Agreement may be terminated by either party prior to the contract expiration date. Notice of termination must be given at least two (2) weeks prior to cancellation of services. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement. At the termination of this Agreement, Contractor will deliver all data and documentation exports related to Client's project to the Client.

#### 6. DATA AND DOCUMENT SECURITY AND FREEDOM OF INFORMATION

Contractor and Client understand and agree that in the performance of this Agreement each party may have access to private or confidential information of the other party which either is marked as "confidential" or the receiving party should reasonably know under the circumstances that such information is confidential and/or proprietary information of the other party. Such information will be held in confidence and not, without the consent of the other, be disclosed to a third party or used for any purpose other than in performance of this Agreement. This obligation of confidentiality shall not apply to information that is generally available to the public through no act or omission of the receiving party or becomes known to the receiving party through a third party with no obligation of confidentiality, or is required to be disclosed by law, court or by any government or regulatory authority. If any Confidential Information is required to be disclosed by statute, rule, regulation or order of any court of competent jurisdiction, before any such disclosure the receiving party will provide notice to the disclosing party reasonably sufficient to allow the disclosing party the opportunity to apply for a protective order or other restriction regarding such disclosure. All confidential information will remain the exclusive property of the owner.

The Contractor shall comply fully with all documented and requested information security procedures of the Client in the performance of this Agreement. Contractor will comply with Freedom of Information Act inquiries received through Client.

#### 7. ASSIGNMENT

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the Client.

#### 8. COOPERATIVE PURCHASING OF SERVICES

Contractor agrees to offer its same or similar services to any entities covered under a cooperative purchase agreement with Client. If this contract is subject to a cooperative purchase, the new client shall enter into a separate contract with the Contractor. Client shall not be liable for any services rendered by Contractor through the use of a cooperative purchase with the new client.

#### 9. LICENSING, WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE

##### General Liability Coverage:

|                                       |                            |                         |
|---------------------------------------|----------------------------|-------------------------|
| Liability/Medical Expenses:           | \$1,000,000 per Occurrence |                         |
| General Aggregate:                    | \$2,000,000                |                         |
| Medical Expenses:                     | \$10,000 Any one person    |                         |
| Umbrella:                             | \$5,000,000 per Occurrence | / \$5,000,000 Aggregate |
| Personal/Advertising:                 | \$1,000,000                |                         |
| Damages to Rented Premises:           | \$1,000,000                |                         |
| Products-Completed Operations Hazard: | \$2,000,000                |                         |
| Employment Practices Liability:       | \$10,000 per Occurrence    | / \$10,000 Aggregate    |

##### Workers Compensation:

|                            |                           |
|----------------------------|---------------------------|
| Bodily Injury by Accident: | \$1,000,000 each Accident |
| Bodily Injury by Disease:  | \$1,000,000 each Employee |
| Bodily Injury by Disease:  | \$1,000,000 Policy Limit  |

Upon request, Contractor agrees to immediately supply the Client with proof of any licensing status required to perform services.

#### 10. NOTICES

Any notice to be given hereunder by any party to the other may be delivered via electronic mail with confirmation receipt, or mailed to the primary address listed above. Contractor agrees to update Client should Contractor's contact information change.

#### 11. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before and after judgment in addition to any other relief to which such party may be entitled.

## 12. INDEMNIFICATION

Contractor shall defend, indemnify, hold harmless, and insure Client from any and all damages, expenses, or liability resulting from or arising out of, any negligence or misconduct on Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Contractor. Contractor shall name Client as an additional insured on all related insurance policies including workers compensation, and general liability.

## 13. NON-SOLICITATION

The Client hereby acknowledges that the Services contemplated in this agreement will be provided by Contractor with the assistance of Contractor's employees and that said employees may be working under a covenant not to compete with Contractor. The Client agrees to refrain, during the term of this agreement and for twelve (12) months following the termination of this agreement, from recruiting or hiring, or attempting to recruit or hire, directly or by assisting others, any employee of the Contractor or its affiliates.

## 14. REPRESENTATION

a. Contractor represents that employees possess the training, skills and expertise necessary to perform the Services in a competent and professional manner. Contractor agrees to provide the Services in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of competent service providers performing comparable services in the same or similar locality. It is the Contractor's express goal to complete the work outlined in a manner that is most expedient and efficient.

b. Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that any other agreement, statement, or promise not contained in this Agreement shall be non-binding and void. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto. This does not limit Client and Contractor from entering into separate contracts for work or services not within the scope of this Agreement.

## 15. AUTHORITY

Each of the undersigned individuals hereby represents and warrants that they are fully authorized and empowered to enter into this Agreement on behalf of the entity for which they are signing. Each of the Parties hereby represents and warrants that it is fully authorized and empowered to enter into this Agreement and that the performance of its obligations under this Agreement will not violate any agreement between it and any other person, firm, or organization.

## 16. COMPLIANCE

a. Client hereby represents and warrants that it has complied and shall remain compliant with all applicable laws and regulations, including any local or state procurement

regulations.

Procurement:

This contract was procured through (check only one):

Emergency Contracting: Due to the emergency nature of work, competitive bidding did not occur as it was in the best interest of the Client to secure the services of Contractor without delay due to its specialized knowledge and for the benefit of the community.

Competitive Procurement

Using State Term/Master Service Agreement Procurement

Less than required for competitive solicitation "out for bid amount"

Using TIPS Cooperative Purchasing

Procurement Process Unique to this contract (RFP, RFI, RFQ etc)

Contractor has made every effort to comply with the laws and regulations of the Client and shall remain in compliance. Such laws and regulations include any federal, state, or local employment, labor, and safety regulations.

b. Contractor shall not, in connection with this or any other agreement with the Client, directly or indirectly: 1) offer, confer, or agree to confer any pecuniary benefit or anyone as consideration for any Client officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or 2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Client officer or employee.

#### 17. SEVERABILITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

#### 18. OWNERSHIP OF PROGRAMS AND INTELLECTUAL PROPERTY

The Software Programs, Services, Modules, Matrixes and Tools, made by the Contractor, are the property of the Contractor. Any improvements made to Contractor's software through any Client feedback are the sole property of Contractor.

Client recognizes that Contractor regards Contractor's Software as its proprietary information and holds its confidential trade secrets of great value. No software development, custom or otherwise, is being completed by Contractor for the Client under this contract.

#### 19. RECORDS & RECORDS RETENTION

The books and records related to the Services described in this Agreement shall be maintained by Contractor at Contractor's principal place of business and open to inspection by Client during regular working hours. Documents to which Client will be entitled to inspect include, but are not limited to, any and all contract documents, purchase orders and work authorized by Contractor or Client on existing or potential projects related to this Agreement.

Contractor shall maintain records, books, files, financial or accounting data, and any

other data as specified in this Agreement for a period of eight (8) years from the conclusion of this Agreement and upon final payment. Client may request financial and accounting records from Contractor during its normal operating hours by written request from an authorized representative of Client.

Further, the following access to records requirements apply to this Contract:

- (1) Contractor agrees to provide Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under Contractor.
- (4) In compliance with the Disaster Recovery Act of 2018, Client and Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 20. SUSPENSION AND DEBARMENT

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by Client. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 21. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required

Certification (Attached as **Exhibit B** herein). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## 22. ADDITIONAL FEMA-REQUIRED PROVISIONS

a. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

b. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

c. Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

d. Equal Employment Opportunity: During the performance of this Agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances on which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job



functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by EO 11246 and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to her books, records, and accounts by the contacting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246, and such other sanctions may be imposed and remedies invoked as provided by EO 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interested of the United States.

e. Clean Air Act: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sec 7401 et seq. The Contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

f. Federal Water Pollution Control Act: The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each

violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

g. Procurement of Recovered Materials: In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired -

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting Contract performance requirements; or
3. At a reasonable price.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

23. **AMENDMENT**

This Agreement shall not be modified or amended except by a further written document signed by the parties.


24. **GOVERNING LAW AND JURISDICTION**

Governing Law. This Agreement and any matter or dispute arising out of or related to the subject matter of this Agreement, shall be governed, and construed, and enforced in accordance with the laws of the State of Kentucky without regard to any conflict of laws principles. Jurisdiction and venue for all purposes shall be in Marshall County, KY. █

25. **EXECUTED COUNTERPARTS AND FACSIMILES**

This Agreement may be executed in any number of counterparts, and all counterparts shall be considered together as one agreement. The parties hereto agree that digital signatures shall be as effective as if originals.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

|                             |  |
|-----------------------------|--|
| For: ER Assist, Inc         | For: CLIENT  |
| Signed:                     | Signed:  |
| Date:                       | Date: Dec. 16, 2021  |
| Printed Name: Laurel Matula | Printed Name: Kevin Neal   |
| Position: President         | Position: Judge Executive  |

## Exhibit A: Rate Schedule

Note: Under federal disaster grant reimbursement guidelines, reasonable rates may be reimbursed, when documented appropriately, as part of disaster funding.

The following rates have been determined to be reasonable under previous disasters for similar work for similar clients as well as through the competitive procurement process of the KY Master Agreement MA 758 1700000007.

| <b>Position</b>  | <b>Hourly Rate</b> |
|--|--------------------|
| Subject Matter Expert/Project Manager/Debris Specialist/PAC/Engineer | \$125              |
| Grant Project Manager/Data Manager/Documentation Manager             | \$95               |
| Documentation Supervisor   | \$65               |
| Documentation Specialist   | \$35               |

EXHIBIT B (FOR CONTRACTS EXCEEDING \$100,000) - CERTIFICATION REGARDING LOBBYING

The undersigned certifies that, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
3. The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ER Assist, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Laurel Matula, President  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date