

# FINANCE & ADMINISTRATION

## REQUEST FOR PROPOSALS

Fire Dispatch Services  
RFP50124 - Addendum 3

Release date: February 4, 2016

Proposals will be received up to  
3:00:00 pm local time on Thursday, February 12, 2016

Contact: Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Telephone: (902) 883-7098, Ext 232  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)



**EAST HANTS**  
**We live it!**

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## Clarifications:

There is a typographical error in the pricing table in Appendix B as issued January 20, 2016 that suggested the term of the contract would be until March 31, 2022. The actual term will be five years and the contract will end March 31, 2021.

A revised Proposal Form is included in this addendum and we prefer for it to be used for submitting the pricing. If the form is submitted as originally published, the Proponent understands, in acknowledging this addendum as required, that the corrected dates will apply.

The error also applies to the sample form of agreement that was included as Appendix C. The Term was incorrectly listed as March 31, 2022 and should have read March 31, 2021. This document does not need to be submitted with the response, but is provided in this addendum for clarification purposes.



## Appendix A - Revised Proposal Form

Proposal submitted by: \_\_\_\_\_

The Proponent must complete the following table to be submitted with their proposal. The proponent must prove a lumps sum price for each Service Year. Unless otherwise specified or agreed, a Service Year will run from April 1 until March 31 of the subsequent calendar year. The Estimated Contract Cost is the sum the cost for each Service Year. In the event that the sum provided in the Estimated Contract Cost column is incorrect, East Hants will rely on the individual Service Year costs to determine the Estimated Contract Cost.

Service Year 1 2016/17	Service Year 2 2017/18	Service Year 3 2018/2019	Service Year 4 2019/20	Service Year 5 2020/21	Estimated Contract Cost (5 Years)

Escalation Clause?                      Yes                      No                      (circle which applies)

If yes, describe (use additional paper if required): \_\_\_\_\_

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All fees shown will be exclusive of Harmonized Sales Tax (HST).

The Proponent hereby agrees to provide the Services described in their proposal for the costs shown in the table above, subject to that the work proposed in the table will be completed by the dates stated in the Schedule for the Maximum Fee indicated in the table above, inclusive of, without limitation, all fees, expenses or costs for which the Proponent may wish to be reimbursed, except HST.

Name of Firm submitting Proposal: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
Date



## Appendix C - Revised Independent Contractor Agreement

THIS AGREEMENT is effective <<date>>, 2016 ("Effective Date")

Between

THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS, a body corporate pursuant to the *Municipal Government Act (SNS 1998, c. 18)*, having its chief place of business at Elmsdale, in the District of East Hants, Nova Scotia, hereinafter called "East Hants"

~and~

<<LEGAL NAME>>, a body corporate under the laws of <<jurisdiction>> (the "Contractor")

### BACKGROUND

East Hants wishes to retain the Contractor to provide the emergency Fire Dispatch Services, more fully explained in Schedule A, Statement of Requirements.

IN CONSIDERATION of mutual obligations and agreements specified herein, the parties agree as follows:

### DEFINED TERMS

- 1 Services means the services supplied by the Contractor as specified within this Agreement.
- 2 East Hants Representative means the employee of the Municipality of East Hants, or their designate, assigned by East Hants to be responsible for managing this agreement.
- 3 Service Year means the period beginning April 1 and ending March 31 in which Services are to be provided. Table 1 will specify which calendar years are associated with which Service Year.
- 4 Contractor and Consultant mean the same under this Agreement.

### CONTRACT DOCUMENTS

- 5 This Agreement consists of the following documents: (NTD: These are the documents that define the agreement. If accepting a proposal, be sure the proposal is included. If the requirements were modified by addenda, remember to include these.)
  - a. This Independent Contractor Agreement;
  - b. Schedule A, Statement of Requirements;
  - c. Schedule B, the duly signed Confidentiality Agreement;
  - d. <<insert additional documents, addenda, etc. as applicable>>; and
  - e. The Bidder's duly signed Quotation.



**INTENT**

- 5 East Hants hereby engages the Contractor to supply the Services described herein and the Contractor agrees to provide these Services.
- 6 The Contractor warrants that it has the necessary resources to complete the Services in a competent and professional manner. Such resources shall include, without limitation, qualified, skilled, and sufficient personnel, adequate financial resources, and any other unique or general resources necessary to complete the Services.

**TERM**

- 7 This agreement shall commence on the Effective Date and shall remain in effect until the earlier of the following:
  - a. March 31, 2021 ; or
  - b. An additional period agreed by the parties, in writing; or
  - c. Upon termination in accordance with the conditions of this Agreement (see TERMINATION).

**REMUNERATION**

- 8 East Hants shall remunerate the Contractor as follows:
  - a. The Contractor is entitled to invoice East Hants an amount per annum based on the Service Year cost specified in Table 1. In practice, the Contractor shall provide monthly invoices, each no greater than 1/12 of the annual Service Year cost.
  - b. <<Insert Table 1>>
  - c. NTD: <<The Contractor may apply to activate the escalation clause at the end of each Service Year to take effect for the next Service Year. If the conditions meriting such activation have been met, East Hants will not unreasonably deny such application. Any additional cost resulting from the activation of an escalation clause will be applied equally across each monthly invoice. Enter details of escalation clause to the contract. Strike entire clause if no escalation clause is included in the Agreement>>
  - c. Payment for Services are only payable when the Contractor, as determined by East Hants, has satisfactorily delivered the Services or part thereof. Payment for any part of the Services shall not be deemed a waiver of East Hants' rights of set-off at law or under contract for costs or expenses arising from default or negligence of the Contractor.
  - d. Invoices must be submitted monthly by the Contractor and must be supported in such detail as East Hants may request.
  - e. East Hants will review each invoice for completeness in a timely manner and, if acceptable, will approve such invoice for payment. Where there is a discrepancy, error, or other anomaly, East Hants may reject an invoice, request clarification or additional information, or otherwise require the invoice to be made acceptable prior to approval.
  - f. Payment will be made on a net thirty (30) days basis from receipt of an acceptable invoice.
  - g. No payment made by East Hants under this Contract shall constitute acceptance of work or products that are not in accordance with the requirements of the Agreement.



- h. East Hants may reject an invoice on the basis that the Services are, in its sole opinion, incomplete or unsatisfactory. In the case where the Services are deemed unsatisfactory, the Contractor will be required to make changes to the Services that are acceptable to East Hants at no additional cost. If the Services cannot be made satisfactory, in the East Hants's sole opinion, East Hants may terminate the Agreement.
- i. The Contractor shall not be entitled to payment in respect of costs incurred by the Contractor in remedying errors and omissions in the Services that are attributable to the Contractor, the Contractor's employees, or persons for whom the Contractor had assumed responsibility in performing the Services.
- j. In the event the agreement is terminated prior to the end of the Service Year, East Hants shall only be liable to pay, and the Contractor shall accept in full settlement, an amount for Services satisfactorily performed up to the date of termination.
- o. The Contractor shall be solely responsible to pay all costs and expenses arising out of this Agreement.

#### INDEPENDENT STATUS

- 9 The Contractor will provide the Services to East Hants as an Independent Contractor and not as an employee.

Accordingly:

- a. The parties acknowledge that the Contractor and any subcontractor they may engage, and their respective employees, are not, nor are they deemed to be, employees of East Hants within the meaning set out in any employment legislation that may be applicable, or otherwise.
- b. The Contractor agrees that East Hants shall have no liability or responsibility for the withholding, collection, or payment of any payroll taxes, employment insurance premiums, or Canada Pension Plan contributions, or any other relevant payroll deductions on any amounts paid by East Hants to the Contractor or amounts paid by the Contractor to its employees or contractors.
- c. The Contractor also agrees to indemnify East Hants from any and all claims in respect to East Hants's failure to withhold and/or remit any payroll taxes, employment insurance premiums, Canada Pension Plan contributions, or similar payroll deductions.
- d. Further, the Contractor shall be solely and entirely responsible for all payments under the applicable Workers' Compensation legislation as it relates to their ability to provide service and receive payment.
- e. The Contractor agrees that as an Independent Contractor, the Contractor, and any person for whom it is legally responsible, will not be qualified to participate in or to receive any employee benefits that East Hants may extend to its employees.
- f. The Contractor shall not have any power to accept an obligation, incur any liability, promise any performance, and/or request or obtain any credit on behalf of East Hants.
- g. The Contractor is free to provide services to other clients, so long so long as there is no interference with the Contractor's contractual obligations to East Hants.

#### SERVICE INTERRUPTIONS

- 10 These Services are critical to maintaining the health and safety of the citizens of East Hants, it is imperative the Services not be interrupted. Any circumstances that will affect the Contractor's ability to perform the Services must be brought to attention of the East Hants Representative by the Contractor as soon as such circumstances have been identified.



- 11 Where interruption cannot be avoided, the Contractor must provide reasonable notice that such interruption will occur prior to interruption taking effect in order for East Hants to prepare for such interruption.
- 12 If a Service interruption occurs unexpectedly, the Contractor must inform East Hants and each of the affected Fire Departments of the occurrence as soon as possible after the interruption has commenced. The Contractor must make every reasonable effort to rectify the circumstances causing the interruption.
- 13 If an interruption in Service is brief, the Contractor will make a record of the interruption in Service and inform East Hants that the interruption occurred on the next business day after the interruption.
- 14 Where the Contractor fails to perform the Services, in whole or in part, on a continuous basis in accordance with the established requirements and standards, East Hants may, without limiting the other possible remedies, take the following actions:
  - a. Provide notice to terminate this Agreement; and
  - b. Recover from the Contractor's premises any equipment associated with the Agreement that is necessary to establish Services elsewhere. Access to the Contractor's premises shall not be unreasonably withheld and the Contractor must continue to provide the Services until such access is provided; and
  - c. Engage another Contractor to perform the Services once the equipment has been relocated.
- 15 Except to the extent that East Hants is responsible for the interruption of Service, East Hants shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its sub-contractors as a result of an **interruption of Services**.

#### PERSONNEL

- 16 The Contractor is advised that East Hants expects the personnel listed in the Contractor's duly signed proposal to perform the Services indicated. The Contractor must obtain written permission from East Hants before changing any member of the work team. In the case of personnel being changed, the new personnel being assigned must have a similar length and breadth of experience relevant to this project as the personnel being replaced and they must otherwise be acceptable to East Hants.

#### SUBCONTRACTOR

- 17 NTD: <<Provisions related to a subcontractor performing the services will be drafted if required. In brief, a subcontractor will be subject to all of the terms and conditions specified in the Agreement and a subcontractor may not be changed without the express written permission of East Hants.>>

#### CONFIDENTIALITY

- 18 In the course of discharging its duties under this Agreement, the Contractor, its agents and/or employees will hear, see and/or otherwise come to know, possess or have access to confidential information about and/or belonging to East Hants, its clients and/or third parties interacting with East Hants or the Contractor, including but not limited to contact lists, personal information about identifiable individuals, security information, and information about East Hants' clients, methods and processes (the "Confidential Information").
- 19 The Contractor agrees not use, disclose, reproduce or otherwise make available, Confidential Information to any person, firm or enterprise (other than to the Contractor's employees or agents who have a need to know such information for the purposes of this Agreement) unless specifically authorized in writing to do so by East Hants. The Contractor agrees that if an employee or agent will receive Confidential Information as contemplated in this section, it will obtain a confidentiality agreement from such employee or agent which provides equal or greater protection to the Confidential Information than set out in this section.

- 20 The Contractor agrees to exercise all due care and diligence and take all reasonable precautions to prevent any unauthorized collection, use, disclosure, retention, destruction or disposal of Confidential Information.
- 21 Upon termination of the Agreement for any reason, the Contractor will return to the East Hants any and all documents in its possession, electronic or otherwise, containing Confidential Information.
- 22 The Contractor recognizes that if any of the provisions of this section are violated, East Hants is entitled to an injunction to prevent it from disclosing Confidential Information and/or using Confidential Information for any purpose. The Contractor further recognizes that East Hants would be entitled to other legal remedies, including legal fees and costs in the event of such a violation.

#### INFORMATION COLLECTED

- 23 All information and material produced by the Contractor in the course of the Services, including, but not limited to, calculations, design notes, criteria, graphs, figures, maps, reports, drawings, analysis, profiles, and plans, will become the property of East Hants and an electronic copy of such information must be turned over to East Hants upon completion or termination of the Services. The Contractor hereby assigns to East Hants all its rights to the same and unconditionally waives all moral rights it has or will have with respect to the same, unconditionally.
- a. The Contractor understands that East Hants intends to use such collected information to perform the business of the Municipality of East Hants; to that end, the Contractor agrees that East Hants may, without limitation, use, distribute, reproduce, and/or publish such information without penalty or exclusion; and
  - b. East Hants reserves the right to amend such collected information whenever and for whatever purposes it chooses to do so.

#### CHANGES TO REQUIREMENTS

- 24 If the instructions provided by East Hants are interpreted by the Contractor as increasing or decreasing the scope of the Services, they must inform East Hants of the impact of such instructions prior to acting on them. At minimum, any change in scope that affects the Lump Sum Maximum Fee must be approved by East Hants in writing and the Contractor must provide, at minimum:
- a. A description of the change in Services as a result of the instructions;
  - b. The amount, exclusive of HST, by which the Lump Sum Maximum Fee will either be increased or decreased accordingly; and
  - c. A summary of the fees, expenses and disbursements which make up the amount of increase or decrease.

#### INDEMNIFICATION

- 25 Each party shall indemnify and save harmless the other from all liabilities, damages, losses or expenses attributable to, but only to the extent it is attributable to any breach by the indemnifying party of any covenant or condition in the agreement, or any act of negligence by the indemnifying party. Such indemnity shall survive the termination of this agreement, and anything in this agreement to the contrary notwithstanding. Notwithstanding anything to the contrary, East Hants shall not be liable for, in any event, any indirect or consequential damages suffered by the Contractor, including without limitation, loss of income and loss of profits. Further, the obligation to indemnify pursuant to this paragraph does not extend to any act or omission of any fire department or brigade, other emergency service provider, or the 911 service, including negligence.

#### INSURANCE

- 26 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$5,000,000 for bodily injury including



death, personal injury and property damage including loss of use, and shall include provisions for: blanket contractual liability; owners' and contractors' protective liability; broad form property damage; tenant's legal liability; coverage for failure to perform; non-owned automobile liability; contingent employer's liability; and products and completed operations liability.

- 28 This insurance shall include the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses. Excess or umbrella insurance may be used to achieve the required insured limits.

#### REGULATIONS

- 29 The Contractor shall comply with all existing Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction. The Contractor shall also comply with any policies or other requirements related to occupational health and safety or security that may be in place or implemented during the course of the agreement.

#### TAXES

- 30 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.
- 31 The Contractor shall indicate on each application for payment, as a separate amount, the Harmonized Sales Taxes that East Hants is legally obligated to pay. This amount will be included in payments to the Contractor.
- 32 In the event of changes in applicable tax legislation to provide additional tax relief during the course of this agreement, it is the intent of the parties that any benefits therefrom shall accrue to the Municipality who shall deduct any overpayment of taxes from moneys due to the Contractor.
- 33 In the event of additional taxes being imposed during the course of the agreement, it is the intent of the parties that the additional amounts paid by the Contractor will be reimbursed by East Hants in accordance with the requirements of the applicable tax act.

#### WORKERS' COMPENSATION

- 34 The Contractor must be registered and in good standing with the Workers' Compensation Board of Nova Scotia (WCBNS) regardless of their jurisdiction of incorporation, location of premises, or typical status with WCBNS.
- 35 No payments will be made by East Hants to the Contractor unless their invoice is accompanied by a valid Clearance Letter confirming they are in good standing with WCBNS.

#### CONFLICT OF INTEREST

- 36 The Contractor must promptly bring to the attention of East Hants, in writing, any possible conflict of interest related to delivering these Services. For greater clarity, any business relationships between East Hants staff and Contractor, either direct or through a third party, which may appear to create an unfair advantage for the Contractor or where it may appear that an employee of East Hants may personally benefit from this agreement, must be identified. East Hants is currently developing a *Code of Business Conduct* which, when implemented, will also become the responsibility of the Contractor to follow, in as much as it affects the delivery of these Services.

#### PERFORMANCE

- 37 If any part of the Services is found to be deficient or not in accordance with the terms of this Agreement or deficient with respect to any standards specified herein, East Hants may, at its sole discretion:
- Require the Contractor to make any required corrections to the way in which the Services are performed, at the Contractor's expense, to comply with the terms of the Agreement; or



- b. If the Contractor cannot or will not make such corrections to performance, or if the proposed delay in making such corrections to performance may compromise health, safety, or the ability of East Hants to perform the business of the Municipality in any way, East Hants may choose to terminate the Agreement; and
- c. East Hants may, without limiting any other remedy it may seek or action it may take, deduct an amount from any monies owing, or the Service Year cost, that is reasonably equivalent to the difference between the value of the deficient work and what was specified in the Agreement.

#### **TERMINATION**

- 38 East Hants may terminate this agreement at any time, for any reason, by providing thirty days written notice to the Contractor. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Contractor of their duty to remedy and, under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.
- 39 East Hants may terminate this agreement if the performance of the Services, or portion thereof, is found to be unacceptable. Both East Hants and Contractor agree that each will attempt to remedy the situation and to find a way to make the Services acceptable. Under no circumstances may such remedy represent additional cost to East Hants. If no remedy can be found within thirty days of the initial communication to the Contractor by East Hants that the performance of the Services is unacceptable, such notice shall be considered notice to terminate the Agreement.
- 40 East Hants reserves the right to terminate this agreement, without penalty of any kind, if the Contractor is judged to be bankrupt or makes general assignment for the benefits of its creditors. The Contractor must make provisions to return any equipment provided by East Hants to East Hants immediately in the event of such circumstances.
- 41 Termination of the Agreement by East Hants shall not relieve that Contractor of any obligations or liability it may have to East Hants except as provided for herein.

#### **RECEIVERSHIP**

- 42 In the event that a Receiver is appointed to manage the affairs of the Contractor, East Hants reserves the right to enter into a contract with another party to perform the Services. Under no circumstances shall East Hants be responsible for any losses suffered by the Contractor. The Contractor must make provisions to return any equipment provided by East Hants to East Hants immediately in the event of such circumstances.

#### **ASSIGNMENT**

- 43 The Contractor may not transfer or assign this agreement without the express prior written permission of East Hants. Assignments or transfers with are attempted to be made to this agreement without such permission will be void.

#### **ENTIRE AGREEMENT**

- 44 The Agreement, together with the Schedules, form the complete agreement between the parties and shall supersede any and all previous communications, oral or written, express or implied, between the parties. This agreement may only be amended in writing, with such amendment being signed by authorized representatives for each party and clearly indicating this specific Agreement.

#### **INTERPRETATION**

- 45 The headings introducing each paragraph or section are for reference only and shall not affect the interpretation of the Agreement. Any numbers or changes of gender will be interpreted in context.



## NOTIFICATION

- 46 Any notifications of a general nature related to this agreement may be provided by any written means, including email. It remains the responsibility of the sender to ensure the notification has been received and acknowledged by the intended recipient. Material notifications such as relate to clauses covering termination or changes to personnel shall be delivered by registered mail, courier requiring the signature of the person specified in this clause, or in person where the person specified in this clause may confirm acceptance in writing.

The Notifications shall be addressed as follows:

- a. By mail, in person, or courier to East Hants:

Municipality of East Hants  
RFP50124 - Fire Dispatch Services  
230-15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Procurement Officer

Couriers or persons are to proceed to the Reception & Payments counter on the first floor of the Lloyd E. Matheson Centre

- b. By email to East Hants:

Primary: [procurement@easthants.ca](mailto:procurement@easthants.ca)  
Cc: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca); email address of Project Manager

- c. By mail to the Contractor:

<<Company Name>>  
RFP50124 - Fire Dispatch Services  
<<Address>>

Attention: <<Name>>

- d. By email to Contractor:

Primary: <<email address>>  
Cc: <<as requested by Contractor>>

## GOVERNING LAW

- 47 The laws of Nova Scotia shall govern this Agreement. If any dispute should arise under the terms of this Agreement, the Courts of Nova Scotia shall have exclusive jurisdiction to such dispute.

## ENUREMENT

- 48 This agreement shall enure to the benefit of and be binding upon the parties and their lawful heirs, executors, administrators, successors and assigns.

## SEVERABILITY

- 49 If a provision of this agreement is deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.



## DISPUTE RESOLUTION

- 50 In the event of a disagreement regarding any aspect of the Services or any instructions given by East Hants to the Contractor under this Agreement:
- a. The Contractor must promptly deliver written notice of disagreement to East Hants. Such notice must contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the applicable provisions of this agreement;
  - b. The Contractor shall continue to deliver the Services in accordance with East Hants' instructions; and
  - c. The Contractor and East Hants shall attempt to resolve the disagreement by negotiation conducted in good faith. The parties shall negotiate firstly at the level of the Contractor's project representative for each party. If such negotiations are unsuccessful, the parties may escalate the negotiations to the level of a principal of the Contractor firm and a Director at East Hants;
  - d. If both parties agree that East Hants gave instructions in error or contrary to this agreement, East Hants shall compensate the Contractor a reasonable fee for any extra work completed due to such instruction, together with those reasonable disbursements arising from the extra work.
  - e. The parties shall calculate those fees in accordance with this agreement;
  - f. If the parties cannot settle the disagreement, the Contractor may ask East Hants for a written decision regarding their dispute and, within 14 days of receiving that request, East Hants must deliver such decision to the Contractor, in which they shall set out the particulars of their response and any applicable clauses of this agreement upon which they base this decision;
  - g. If the Contractor rejects the decision, the parties may refer the matter to arbitration in accordance with *The Commercial Arbitration Act of Nova Scotia*.
  - b. Negotiations conducted under the dispute resolution provisions of this agreement are without prejudice to either party's other rights under this agreement or at law.



**WAIVER**

- 51 The waiver or breach of any provision of this agreement shall not form precedence for future breaches of that provision or any other provision of this agreement.

**SIGNED** hereunder by representatives of the parties with authority and capacity to do so:

<b>MUNICIPALITY OF THE DISTRICT OF EAST HANTS</b>	<b>&lt;&lt;CONTRACTOR LEGAL NAME&gt;&gt;</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

