



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, dated as of TBD (this "Agreement"), is made and entered into by and between William Marsh Rice University, a Texas non-profit corporation ("Rice"), and TBD ("Consultant"), with reference to the following:

- A. Rice desires certain professional services in connection with its need to install, repair, locate, or re-locate of copper cabling on Rice campus properties.
- B. Consultant is qualified and desires to render such professional services to Rice as further described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the provisions contained herein and the mutual benefits to be derived here from, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and Rice agree as follows:

1. Services and Deliverables.

- 1.1 Scope of Work. Consultant shall provide the necessary materials and services ("Work/Materials") to Rice to perform the specified work. The pricing for the Work/Materials is set forth in the mutually agreed upon scopes of work that are detailed in Exhibit A. Upon execution of this contract, Rice will issue a purchase order referencing this Agreement to the Consultant for the specified scopes of work.
- 1.2 Standard of Performance. Consultant represents and warrants that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices. Consultant represents and warrants to Rice that any Work/Materials performed or furnished under this Agreement shall (a) conform to the terms and provisions of this Agreement and any specifications described in the attached Exhibits or quotes, including, but not limited to any warranties set forth therein, (b) be performed or furnished in a good and workmanlike manner and in accordance with standards of care, skill and diligence consistent with recognized applicable industry practices and procedures, (c) be new, unless this Agreement provides otherwise, and (d) be of good quality and free from faults and defects in materials and workmanship, in each case, for a period of one year (or

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longer if otherwise specified in this Contract) after final completion of the performance or furnishing of the Work/Materials. The warranty provided for in this Section 1.2 shall be in addition to, and not in limitation of, any other warranty or remedy required or permitted by law or this Agreement, and such warranty shall be interpreted to require the Consultant, at its expense, to replace any defective or faulty Work/Materials that are disclosed to the Consultant within said one year period. Any such correction shall also be warranted for an additional warranty period of one year from the date of such correction. All Work/Materials shall be subject to inspection by, and final approval of, Rice or Rice's designated agent.

- 1.3 Condition of Site. Consultant acknowledges by the execution of this Agreement that it has investigated and inspected the Site regarding its suitability for the performance or furnishing of the Work/Materials, and accepts the same "AS IS" "WHERE IS" and "WITH ALL FAULTS," without any representation or warranty by the University with respect thereto.
- 1.4 Damages and Cleanup. Consultant shall be responsible and liable for ensuring that the Site and other Rice-owned property are not damaged in connection with performance or furnishing of the Work/Materials, and shall reimburse Rice upon demand for all costs, expenses, charges or fees relating to the replacement or repair of any such loss or damage. If any trash or debris is generated in connection with the performance or furnishing of the Work/Materials, Consultant shall remove the same from the Site daily.
- 1.5 Parking. Except as otherwise specifically approved by the University, all vehicles belonging to Consultant, its employees, subcontractors and suppliers, shall be parked in designated areas during the project.
- 1.6 Licenses and Permits; Compliance with Law. Consultant represents and warrants that it has all licenses and permits necessary to conduct its business and perform its obligations under this Agreement, and agrees to comply with all applicable federal, state and local statutes, regulations, codes, ordinances and policies (collectively, the "Laws") in performing its obligations under this Agreement. Without limiting the foregoing, the Consultant specifically agrees to comply with all applicable Laws regarding non-discrimination and affirmative action.
- 1.7 Health and Safety. To the extent implicated by the nature of the Work/ Materials, Consultant shall be responsible and liable to Rice for initiating, maintaining and supervising all health and safety measures necessary or desirable in connection with the proper performance or furnishing thereof and in complying with any applicable health and safety regulations and policies of Rice.
- 1.8 Environmental Matters. Unless otherwise specifically provided for in this Agreement, Consultant shall (a) immediately notify Rice if Consultant becomes aware or suspects the presence of any hazardous or regulated substance at the Site, including, without limitation, any substance referred to as a "hazardous

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substance” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, any petroleum products, asbestos, formaldehyde compounds, polychlorinated biphenyl, radon or other substance, in any case in such quantities or concentrations as to constitute a hazard to health or the environment or be in violation of any Law (each, a “Hazardous Substance”) and (b) not use, release, alter, modify, remove, transport or dispose of any Hazardous Substance in, on, under or about the Site without the prior written consent of Rice.

1.9 University Policies and Procedures. The Consultant shall, in connection with the performance or supplying of the Work/Materials, comply with the following policies and procedures of Rice, copies of which are available to Consultant on Rice’s website:

- Rice University Procedures for Fire Prevention During and Following the Cutting and Welding Processes;
- Rice University Power and Mechanical Lockout Procedures;
- Rice University’s Drug-Free University Policy;
- Rice University’s Weapons Policy.

1.10 Independent Contractor Relationship. The parties intend that Consultant’s relationship to Rice in providing services hereunder shall be that of an independent contractor. Nothing in this Agreement, nor any performance hereunder, is intended or shall be construed to create a partnership, joint venture or relationship of agency or employment between Rice and Consultant. In providing services hereunder, Consultant shall represent itself to third parties as an independent contractor to Rice and shall not hold itself out as having any authority to obligate Rice.

1.11 Confidentiality; Name or Logo Use. Consultant shall treat all information disclosed by Rice pursuant to this Agreement as confidential, and Consultant shall not disclose or use any such information except as required in connection with the performance of its obligations under this Agreement. Consultant shall not use Rice’s name or logos in any manner or media (including, but not limited to, press releases, promotions, advertisements or solicitations) without the prior written approval of Rice.

2. Assignment of Rights Regarding Deliverables.

2.1 Assignment. Consultant does hereby assign, grant, and deliver to Rice, and Rice hereby accepts, the entire worldwide right, title, and interest of every kind and nature whatsoever in and to the deliverables under this Agreement, including but not limited to any related intellectual property rights.

2.2 Title. Consultant represents and warrants that it owns all right, title, and interest in and to the deliverables under this Agreement, and that such rights are not the subject of any encumbrances, liens, or legal claims of ownership by any third party.

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- 2.3 Non-Infringement. Consultant represents and warrants to the best of their knowledge that the use of the deliverables under this Agreement shall not infringe or otherwise violate the trademark, trade dress, patent, trade secret, copyright, or other intellectual property rights of any third party.
3. Fee; Expenses; Invoicing; Withholding of Payments; Shipping.
- 3.1 Fee; Expenses. In consideration of Consultant performing its obligations under this Agreement, Rice will pay Consultant fee(s) as described in Exhibit A. Consultant shall be responsible and liable for any and all costs and expenses related to the performance of its obligations under this Agreement. Rice is exempt from certain federal and state taxes and shall not pay or otherwise be liable, directly or indirectly, for any such taxes in any way related to the Work/Materials.
- 3.2 Invoicing. Consultant will provide Rice with an invoice supporting any request for fee payment. Payment terms is due within 30 days after receipt of invoice. Upon receipt of payment for services by Rice, Consultant will sign and return to Rice an AFFIDAVIT OF PAYMENT AND RELEASE OF LIEN (a copy is provided with this agreement).
- 3.3 Withholding of Payments. Rice may, in its sole discretion, withhold all or part of any payment otherwise to become owing to Consultant as a result of Consultant's failure (a) to complete the performance or furnishing of the Work/Materials in accordance with the requirements of this Agreement or (b) to address any reasonable concerns of Rice regarding any pending or threatened claim or lien, including any mechanic's or materialman's lien claim, arising out of or related to the performance or furnishing of the Work/ Materials. When the basis for any such withholding has been resolved to Rice's satisfaction, the amounts withheld, less any costs and expenses incurred by Rice as a result of any occurrence described in the immediately preceding clauses (a) or (b), shall be paid to Consultant.
- 3.4 Shipping. The Work/Materials shall be delivered F.O.B. the Site, unless specified otherwise. The costs delineated in the scope of work purchase orders include any and all charges for packaging, shipping, handling and insurance.
4. Term; Termination; Survival.
- 4.1 Term. This Agreement shall have an initial term of 12 months commencing on the date of this Agreement, unless sooner terminated pursuant to Sections 4.2 below.
- 4.2 Termination. This Agreement may be terminated prior to the completion of Consultant's services (i) by written agreement of the parties, or (ii) by either party upon a breach of this Agreement (including, but not limited to, Consultant's services being deemed unsatisfactory by Rice) by the other party that remains uncured 30 days after receiving written notice of such breach from the terminating party. In the event of a termination of this Agreement pursuant to this Section

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4.2, Rice and Consultant will in good faith negotiate an appropriate reduction in the fees payable to Consultant pursuant to Section 3.1 above.

4.3 Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 5.2 below shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

5. Insurance; Indemnification.

5.1 Insurance. Consultant has, and shall maintain during the term of this Agreement, insurance policies that are approved by Rice's Risk Manager, including, but not limited to, workers' compensation insurance, commercial general liability insurance, automobile liability insurance, professional liability insurance and excess liability insurance. Minimum requirements are described in Exhibit C. Prior to performing services hereunder, Consultant shall provide Rice with certificates of insurance evidencing such policies. In addition, such policies shall provide that (i) Rice is named as an additional insured, (ii) coverage shall not be invalidated by any act, omission or negligence of Rice, (iii) coverage is on a "claims occurring" basis and not a "claims made" basis, (iv) coverage shall not be canceled, terminated, reduced, restricted, limited or materially changed without providing 30 days' prior written notice to Rice, and (v) all rights of subrogation are waived as against Rice and its insurers. In addition, any commercial general liability insurance shall include coverage for Consultant's independent contractors and blanket contractual coverage for Consultant's obligations and liabilities under this Agreement, including, but not limited to, the indemnification obligations set forth in Section 5.2 below.

5.2 Indemnification. **Consultant shall indemnify, hold harmless, protect and defend Rice and its trustees, officers, employees and representatives (the "Indemnified Parties") for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters"), of any nature whatsoever (including, but not limited to, damage to or loss of property, bodily injury or death), directly or indirectly arising out of or in connection with the performance of Consultant's obligations under this Agreement. Consultant's indemnification obligations under this Section 5.2 shall apply whether the Indemnified Matters are due in part to the concurrent fault or negligence of the Indemnified Parties or others, but shall not extend to such concurrent fault or negligence. Consultant's defense obligations under this Section 5.2 shall be with attorneys approved by Rice.** 6. Miscellaneous.

6.1 Power and Authority; Due Authorization; No Conflict; Enforceability. Each party represents and warrants to the other party that (i) such party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii)

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the execution, delivery and performance of this Agreement have been duly authorized by such party and do not and shall not conflict with any agreement or instrument to which it is bound, and (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.

- 6.2 Entire Agreement; Severability; Further Assurances. This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter hereof. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practical, be deemed valid and enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.
- 6.3 No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this Agreement, and such party shall have all remedies provided herein and at law and in equity with respect to such act and any subsequent act constituting the same.
- 6.4 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in Harris County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In the event either party commences any proceeding against the other party with respect to this Agreement, the parties agree that the prevailing party (as determined by the authority before whom such proceeding is commenced) shall be entitled to recover reasonable attorneys' fees and costs as may be incurred in connection therewith in addition to any such other relief as may be granted.
- 6.5 Construction of Agreement. The parties acknowledge and agree that both parties substantially participated in negotiating the provisions of this Agreement; and,

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therefore, the parties agree that this Agreement shall not be construed more favorably toward one party than the other party as a result of one party primarily drafting the Agreement. The section and other headings in this Agreement are for convenience of reference only and shall not be construed, expressly or by implication, so as to affect the meaning or interpretation of any of the provisions hereof.

6.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Consultant and Rice have duly executed and delivered this Agreement as of the date first written above.

TBD

William Marsh Rice University

By:

By:

Title:

Title:

Date:

Date

By:

Title

Date:

By:

Title

Date:

EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT

Scope of Work for structured cabling installation for the RUMPAC

RICE UNIVERSITY

Rice University Music and Performing Arts Center (RUMPAC)

Statement of Work (SOW) for Data Cabling
and Related Services

6/1/2019

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Project Introduction / Overview

The Office of Information Technology (OIT) at Rice University is soliciting bids for the structured cabling infrastructure the RUMPAC building located on the Rice University campus in Houston TX.

This document provides a general scope of work for preparing a bid response for the infrastructure data cabling and related systems in the new facility. The scope of work requested in this IFB is specified in the associated telecommunications drawings and specifications that accompany this bid request.

Rice University is requesting a bid for copper and fiber cabling installation and termination for the RUMPAC Building. All work bid shall be performed according to the standards and specifications in RUMPAC IFB Cabling Specifications document, but in summary, the Bidder is expected to provide work that is segmented into the following areas.

Area	Scope
RUMPAC Building	Copper and Fiber cabling (horizontal and riser) to support building-wide IT services and its related spaces, including horizontal cabling for the all floors from basement through upper catwalk as identified in project diagrams, copper and fiber risers as required. MDF will be located on the 1 st floor. There are separate IDFs on 1 st and 2 nd floors. IT cabinets will be located at 2 upper balcony locations (LCR rooms) and 2 nd floor control booth. Each floor’s horizontal cabling to terminate at its closest/easiest access MDF/IDF/Cabinet location. Fiber backbone to be terminated in the MDF by OSP fiber contractor. Bidder to install fiber between all IT spaces: MDF, IDFs and IT cabinets, control booth.
Specialty System	In addition to the structured cabling, included in the bid should be pricing for installation of and wireless access points. Please detail the pricing for mounting, patching, and properly orienting Cisco wireless APs. Each AP should receive 2 Cat 6A cables.
Additional Outlet Locations	During the course of the project, changes to the planned outlet locations may be required. Rice expects that any additions (within reason) will be covered by any prior reductions. Net increases, however, will be provided at a pre-defined unit price specified in the bid table.

Specific Bid Requirements

For each of the project areas, Rice will be expecting the following services, performed in accordance to the project drawings and specifications.

Service	General Overview
Project Management	The Bidder is expected to provide both an appropriately trained and capable project manager as well as crew supervisor for the duration of the project. The project manager will be expected to be the point-of-contact for Rice OIT staff.
MDF/IDF Design and Construction	Includes design, submittal, procurement, and installation of racks, cable trays, patch panels and necessary installation hardware for MDF/IDF spaces. Design requirements are provided by project drawings and specifications. Rice OIT will review and approve all submitted designs.
Horizontal Data Cabling	Includes installation and proper termination of Siemon category 6 cabling, jacks, patch panels, and outlets, per the project drawings and specifications. Cable tray for main pathways and down walls is provided by the electrical contractor. Appropriate cable supports for cabling between main pathways and drops are to be provided by the Bidder.
Telecommunications Riser Cabling	A patch panel with 25 pair cable with Amphenol connector to be mounted in the MDF
Fiber-optic Riser Cabling	12 strand plenum rated armored single mode fiber, will be routed between IT spaces (IDFs, IT cabinets) and MDF. The Bidder is expected to properly install and terminate this cable according to the project drawings and specifications. The Bidder will need to provide a detailed plan that shows the installation methodology for support, routing, and termination.

Additional Required Bid Deliverables

The specific deliverables that should be provided are listed in the table below.

Deliverables	Format and Clarifications
Financial Stability Letter	A letter from Bidder's financial management that describes company's financial position and ability to weather the current economic downturn.
Identify all team members dedicated to the project	A list of names and prior structured cabling experience. Also, where appropriate, identify members with prior Rice experience.
Description of Project Management and Risk Mitigation Methodology	A one-page description of techniques and plans for reducing risk to project cost or completion, written by the project manager.
List of reference two comparable jobs	A list of projects, including size (#drops) and cabling technology used. In addition, Rice would like the opportunity to talk with an appropriate point of contact at the project. Please provide names and contact information where possible.
Project Forman	Name of foreman. Please identify appropriate certifications.
Fiber termination lead technician	Name of technician. Please identify appropriate certifications.
Copper cabling lead technician	Name of technician. Please identify appropriate certifications.
Summary pricing table	See examples below.

Procurement of Siemon Cabling Materials

As with other cabling projects, Rice University is again considering the option of purchasing the Siemon materials for this project and providing them to the contractor for installation. However, given that some contractors have cost structures that benefit from bidding both labor and materials, we would like for bids with and without Siemon material costs.

Summary Pricing Tables

Summary pricing tables for like the ones below should be filled out as completely as possible and submitted by the Bidder (note that each is slightly different). Each of the items requested is intended to verify that the Bidder has completely understood the project requirements and to help Rice understand where the Bidder is able to provide the best possible value.

On the drawings, where indicated, please include 2 wires for each wireless access point, 2 wires for each PM, 1 wire for each BAS and 1 wire for each security camera. For both types of systems, please budget 30' of additional cabling so that final placement can be adjusted as field conditions require.

New Office Building Cabling Pricing Tables

Option #	Component	Siemon materials provided by	Total Number of Ports or Cables	Quantity of Cable (# 1,000 ft. spools)	Total Labor Hours	Total Labor Cost	Total Material Cost
1	Category 6A Siemon F/UTP 10G Z-MAX	Rice					
2	Category 6A Siemon F/UTP 10G Z-MAX	Contractor					

System	Material Provided by	Total Labor Hours	Total Labor Cost	Total Material Cost
Fiber Riser	Contractor			
Copper Riser	N/A			
Equipment Racks, Path Panels and Trays in MDF, IDFs and provide Network Cabinets	Contractor			

Specialty System Pricing Table

System	Material Provided by	Total Labor Hours	Total Labor Cost	Total Material Cost
Wi-Fi Installation	Contractor - patch cords, Rice -Wi-Fi APs			

Additional Outlet Locations (Unit Pricing for Net Increases)

Option #	Component	Siemon materials provided by	Total Number of Ports or Cables	Quantity of Cable (# 1,000 ft. spools)	Total Labor Hours	Total Labor Cost	Total Material Cost
1	Installation of an additional Category 6A Siemon F/UTP 10G Z-MAX - Single outlet	Rice					
2	Installation of an additional Category 6A Siemon F/UTP 10G Z-MAX - Duplex outlet	Rice					
3	Installation of an additional Category 6A Siemon F/UTP 10G Z-MAX - QUAD outlet	Rice					
4	Installation of an additional Category 6A Siemon F/UTP 10G Z-MAX - Single outlet	Contractor					

Option #	Component	Siemon materials provided by	Total Number of Ports or Cables	Quantity of Cable (# 1,000 ft. spools)	Total Labor Hours	Total Labor Cost	Total Material Cost
5	Installation of an additional Category 6A Siemon F/UTP 10G Z-MAX - Duplex outlet	Contractor					
6	Installation of an additional Category 6A Siemon F/UTP 10G Z-MAX - Quad outlet	Contractor					

Project Drawings

Electronic versions of the project drawings are provided as downloadable attachments with this IFB.



Insurance Requirements

Schedule of Insurance	Limits of Liability	
Workers Compensation and Employers Liability Insurance		
Accident	\$1,000,000	Each Accident
Disease	\$1,000,000	Each Employee
Disease	\$1,000,000	Policy Limit

Commercial OR Comprehensive General Liability

Commercial		
General Aggregate	\$2,000,000	
Products/Completed Operations Aggregate	\$1,000,000	
Each Occurrence	\$1,000,000	
Personal & Advertising Injury	\$1,000,000	
Damage to Rented Premises	\$100,000	
Medical Payments	\$5,000	

Comprehensive		
Bodily Injury & Property Damage	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate
Damage to Rented Premises	\$100,000	Each Occurrence
Broad Form Comprehensive General Liability Endorsement		

Coverage shall be written on Occurrence Policy form.

Automobile Liability

Insures all owned, hired and non-owned vehicles with the limits of not less than the following:

Bodily Injury and Property Damage	\$1,000,000	Each Accident
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Professional Liability (unless waived by the University)

Contractor's Pollution Liability (unless waived by the University)

Please note:

The aforementioned insurance policies should bear the following:

- 1) **Endorsements waiving the rights of subrogation** against William Marsh Rice University on the General Liability, Automobile Liability and Workers Compensation policies.
- 2) Commercial General Liability, and Automobile Liability insurance policies shall bear the endorsements **naming William Marsh Rice University as an Additional Insured.**



Certificates of Insurance shall be filed with the University prior to the commencement of work and must be approved by Renee Block, Director of Risk Management at MS-670, William Marsh Rice University, P.O. Box 1892, Houston, Texas 77251-1892.

EXHIBIT D TO PROFESSIONAL SERVICES AGREEMENT

CERTIFICATE OF COMPLIANCE RE: NON-DISCRIMINATION AND AFFIRMATIVE ACTION

EXECUTIVE ORDER 11246
EQUAL OPPORTUNITY EMPLOYER AFFIDAVIT

Submitted to

WILLIAM MARSH RICE UNIVERSITY
OFFICE OF INFORMATION TECHNOLOGY DEPARTMENT

STATE OF _____

COUNTY OF _____

This company, contractor or subcontractor agrees to refrain from discrimination in the terms and conditions of employment on the basis of race, color, religion, sex or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations including Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 issued pursuant hereto in order to maintain and insure non-discriminatory employment practices.

I, _____, hereby certify that all statements contained herein are true and correct.

(Name)

(Company)

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 201__.

Notary Public _____ County of _____ State of _____

My Commission Expires _____