

AUDIOLOGICAL THERAPY SERVICES CONTRACT - FY2010/2011

INTENT: It is the intent of the School Board of Clay County, Florida (School Board) to contract with **Melissa Sharpe** (Contractor), a qualified company or qualified individual to provide Audiological services under the terms and conditions as contained herein.

PROOF OF QUALIFICATIONS: Copies of Valid Certification under Chapter 468, Part I, Florida Statutes. These copies shall be submitted prior to execution of this contract. If for reasons that are beyond the company's or individual's control (application for Certification was made on timely basis but no response has been received) proof of qualifications cannot be provided by the time services are required, a copy of all correspondence and a copy of the application must be submitted. The School Board's Human Resources Division shall contact the appropriate State Agency to determine if the individual meets the criteria required and that the State shall issue the necessary certification. A Contract cannot be executed without copies of the Contractor's Certification in Audiology or proof of the Contractor's timely application.

PROOF OF INSURANCE COVERAGE: Insurance certificates as specified herein shall be Submitted on or before the date services are provided. Failure to provide these documents will result in cancellation of contract.

Audiological services provided by Contractor shall commence on July 1, 2010 through June 30, 2011 unless and until qualified Audiologist(s) are employed by the School Board.

The School Board reserves the right to employ Audiologists under employee contract and should this occur to adjust the number of audiologists under contract. The Contractor shall be given a minimum two weeks notice should this occur.

It is recommended that you examine all contract requirements thoroughly. Any questions you have should be directed as follows:

Terry D. Roth, Director
or
Susan Heaps, Speech/Language Specialist
Exceptional Student Education
904-284-6509

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FIRM'S/INDIVIDUAL'S ORGANIZATION FORM

Contracts shall be considered only from individuals who are regularly engaged in the business of providing the services as described herein and have a good record of performance for a reasonable period of time. A description of the Contractor's experience shall be submitted on this form and shall, at a minimum, contain the following information:

- 1) Number of years of experience
- 2) Brief description of related work experience
- 3) A minimum of two references - references should be organizations similar to the School Board in size and type of operation

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Qualifications

Contractor providing the services herein noted shall hold valid Certification under Chapter 468, Part I, Florida Statutes. Contractor's providing services under this contract must be knowledgeable of the purpose of Audiological Services in public school setting and must be expert in identification and assessment, amplification, hearing loss and program management.

Contact Time With Children - Contact time shall include Audiological evaluations, hearing aid evaluations, and classroom amplification as authorized by the School Boards Director of Exceptional Student Education. Audiologist shall deliver services for a maximum of 7.5 hours per day, in keeping with the assigned school's teacher hours. Should a change from the assigned school's student attendance hours or teacher hours be necessary, a letter of request along with an approval letter from the principal should be sent to the Director of Exceptional Student Education for final approval. This approved change shall then become an addendum to the contract.

Additional Time - Staffing, consultation, parent conferences, Individual Educational Plan (IEP) Reviews, etc., on an as needed basis and as authorized by the Director of Exceptional Student Education or his designee. Audiologist shall work, under this contract, only on student attendance days and Planning Days during the school year as established on the school calendar. In-service Days are not working days. Any other additional time needs to be preauthorized by the Director of Exceptional Student Education.

Contractor's Responsibilities and Duties Include:

1. Perform comprehensive, educationally relevant hearing evaluations.
2. Interpret Audiological assessment results to other school personnel
3. Ensure the proper fit and functioning of hearing aids and other auditory devices.
4. Manage the use and calibration of audiometric equipment.
5. Provide services in the use and care of amplification, including cochlear implants, and self-management of hearing needs.
6. Make recommendations about the use of hearing aids, cochlear implants, assistive listening devices, group and classroom amplification.
7. Provide in-service training on hearing and hearing impairments and their implications to school personnel, students, and parents.
8. Assist in program placement as a member of the educational team to make specific recommendations for auditory and communications needs.
9. Assess central auditory function.
10. Make appropriate medical, educational, and community referrals.
11. Coordinate hearing screening programs for preschool and school-aged students.
12. Collaborate with school, parents, teachers, special support personnel, and relevant community agencies and professionals to ensure delivery of appropriate services.
13. Make recommendations for assistive devices for students with hearing impairments.
14. Complete all paperwork necessary for Medicaid claims and reimbursement.

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Contractor shall be required to furnish at no cost to the School Board of Clay County the following:

1. Forfeiture to the School Board of any salary paid by any entity other than the School Board to an Audiologist for providing services performed pursuant to this contract.
2. Evidence of the evaluation of the quality of Audiological services provided shall be available to the Director of Exceptional Student Education, upon request.
3. Use of Audiologist's license for Medicaid filings and reimbursements.

Location(s) of Delivery of Services

Delivery of services shall occur on campuses of Clay County Schools as assigned by the Director of Exceptional Student Education.

Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board, indemnify, defend and hold harmless the School Board, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines, punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by the acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, materialman or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board for any negligence on the part of the School Board, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefits acts, other employee benefit acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board.

Contractor shall maintain a log, reporting the time spent in the performances of authorized services rendered. This log, along with a monthly statement of services rendered by the Contractor shall be signed by the principals(s) of the school(s) to which the Audiologist is assigned and shall be submitted to the School Board for payment each month.

During the term of this Contract, Contractor shall procure and maintain with a carrier authorized to do business in Florida and acceptable to the School Board, public liability and malpractice insurance coverage in the following amounts: two hundred thousand dollars (\$200,000) per person; five hundred

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thousand dollars (\$500,000) per occurrence with one million dollars (\$1,000,000) umbrella coverage. The School Board shall be additionally named as insured under the Contractor's Professional Liability Insurance Policy. In addition, the Contractor shall take out and maintain during the life of this Contract Worker's Compensation Insurance that fully complies with the Florida Workers Compensation Law. In case any employee engaged in work under this contract is not protected under the Workers Compensation Statute, the Contractor shall provide adequate insurance for the protection of their employee not otherwise protected. As evidence of such coverage, Contractor shall furnish the School Board with a certificate of Insurance prior to commencing services under the Contract. Contractor shall provide for a minimum of thirty (30) days written notice of change or cancellation of said insurance to the School Board.

Contractor shall ensure compliance with title VI of the Civil Rights Act of 1964.

Contractor shall provide services consistent with the highest degree of professional care in compliance with all requirements imposed by the Florida State Department of Education and any other applicable regulatory agency.

Contractor shall comply with all policies and procedures established by the School Board relevant to:

1. Priorities of service
2. Communication procedures
3. Referral, screening, evaluation, staffing, scheduling, and dismissals
4. Record keeping and reporting
5. Confidentiality
6. Development, maintenance, review of the required Individual Educational Plan (IEP)

All services rendered by Contractor shall be preauthorized by the School Board's Director of Exceptional Student Education or his designee, in keeping with State and Federal Statutes.

This contract shall cover the period July 1, 2010 through June 30, 2011 with the option to renew for additional periods by mutual agreement in writing.

Contracts shall not be accepted from individuals presently under employee contract with the School Board.

The School Board may by written notice to the Contractor, terminate this Contract, if the Contractor has been found to have failed to perform the obligations under this contract in a manner satisfactory to the School Board as per requirements specified. The date of termination shall be stated in the notice. The School Board shall be sole judge of non-performance.

Failure by the Contractor to comply with this contract shall give the School Board the right to cancel this contract, but waiver of this right, in any instance, shall not prevent the subsequent exercise of this right by the School Board or prejudice its claims for damages resulting from such default or breach of contract.

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All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor under his sole direction and not an employee or agent of the School Board. The Contractor shall supply competent and capable personnel and the School Board reserves the right to require the Contractor to remove any employee it deems careless, incompetent, or otherwise objectionable and whose continued presence on School Board property is not in the best interest of the School Board. Each employee shall have proper identification. Each employee shall at no cost to the School Board undergo Level 2 fingerprinting and pass background screening as required by §1012.465 or 1012.467, Fla. Statute, prior to entering upon school grounds.

In accordance with the conditions and specifications contained herein we hereby agree to provide Audiological services to the School Board as follows:

- Rate Per Hour \$65.00

- The School Board agrees to reimburse mileage to and from schools at the current approved rate.

The School Board shall be billed on a weekly basis for hours worked. Payment of invoices shall be made in accordance with the payment terms set forth in the Florida Prompt Payment Act, Fla. Statute 218.73.

Contractor shall furnish the following documents prior to execution of this Contract.

Check Below if Attached

- | | |
|-----------------------------------|-------|
| A. Proof of Certification (s) | _____ |
| B. Proof of Insurance coverage | _____ |
| C. Contractor's Organization Form | _____ |
| D. Mandated Forms (Pages 7-13) | _____ |

Attachments:

- ✓ School Board's Exceptional Student Education Audiologist's Log of Hours Worked
- ✓ Current School Calendar

CONTRACTOR:

SCHOOL BOARD OF CLAY COUNTY, FL.

Authorized Signature Date

Authorized Signature of Board Date

THE ATTACHED MANDATED FORMS MUST BE COMPLETED AND SIGNED BEFORE THIS BID WILL BE CONSIDERED FOR AWARD:

REQUIRED FORMS (ATTACHED AND DESCRIBED BELOW) - PLEASE EXECUTE AND INCLUDE WITH PROPOSAL

- 1-CERTIFICATION REGARDING NON-DISCRIMINATING
- 2-CERTIFICATION REGARDING LOBBYING
- 3-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- 4-DRUG-FREE WORKPLACE CERTIFICATION

PLEASE NOTE THE FOLLOWING PUBLIC ENTITY CRIME STATEMENT:

A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH A PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

DISCRIMINATION: AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

IF APPLICABLE, IT SHOULD BE NOTED THAT THE PROGRAM/PROJECT REQUIRING THE SOLICITATION OF THIS BID IS BEING FUNDED BY THE PERCENTAGE OF FEDERAL FUNDS LISTED BELOW:

_____ %

CERTIFICATION REGARDING NON-DISCRIMINATING

THE UNDERSIGNED ASSURES THAT IT WILL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT COMPLIANCE WITH THIS ASSURANCE CONSTITUTES A CONDITION OF RECEIVING PAYMENTS UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

AUTHORIZED SIGNATURE OF VENDOR

DATE

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

THE UNDERSIGNED CERTIFIES, 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 ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED 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 INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS 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, and U. S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

AUTHORIZED SIGNATURE OF VENDOR

DATE

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFT PART 85, SECTION 95.105 AND 85.110.

1. THE BIDDER (CONTRACTOR) CERTIFIES THAT IT AND ITS PRINCIPALS:
- A. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;
 - B. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION: VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;
 - C. ARE NOT PRESENTLY INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR WILL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED 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 THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT.
 - D. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT; AND
2. WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENT IN THIS CERTIFICATION, HE OR SHE SHALL ATTACH AN EXPLANATION TO THIS BID PACKAGE.

AS DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THE BID PROPOSAL, I HEREBY CERTIFY THAT THE COMPANY OR INDIVIDUAL DOES COMPLY WITH THE ABOVE CERTIFICATION.

NAME OF BIDDER _____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE: _____ DATE: _____

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.07, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME _____

VENDOR'S SIGNATURE _____

