



Tuesday, May 12, 2015

INTERMOUNTAIN SLURRY SEAL, INC.
701 E MAIN ST
LEWISVILLE, TX 75057

REF RFB 15-020 Slurry Sealing

It is my pleasure to inform you that the City of North Richland Hills has awarded your company the contract related to the solicitation referenced above. All required documentation such as insurance, bonds or contracts associated with this solicitation will need to be received by our office before a Purchase Order is issued or work commences. Please contact the Purchasing Department if you have any questions.

The department contact for this contract is:

Boe Blankenship
(817) 427-6459

Thank you for participating in this process and we look forward to working with you.

Sincerely,



Jerry Lewandowski
Purchasing Manager



PURCHASING DEPARTMENT
REQUEST FOR BID

15-020

SLURRY SEALING

BIDS DUE TUESDAY, MARCH 31, 2015

BY 2:00 P.M.

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INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: 15-020
- Bid Type: REQUEST FOR BID
- Bid Name: Slurry Sealing
- Bid Due Date: Tuesday, March 31, 2015
- Bid Due Time: 2:00 P.M. Central Standard Time
- Deadline for questions:
 - Date: Wednesday, March 25, 2015
 - Time: 2:00 P.M. Central Standard Time

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

DOCUMENTS MAY BE DELIVERED TO:

City of North Richland Hills
Purchasing, Attn: 15-020 Slurry Sealing
7301 NE Loop 820
North Richland Hills, TX 76180

If delivering a bid packet please include *One (1) original* marked “original” *plus Two (2) copies* marked “copy”. Submit documents in a sealed envelope with the following information marked plainly on the front:

ATTN: PURCHASING DEPARTMENT 15-020 SLURRY SEALING

No oral explanation in regard to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor’s responsibility to check all information related to this bid on Public Purchase before submitting a response.

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. **BID TIME**

It shall be the responsibility of each Bidder to ensure his/her bid is turned in to the City of North Richland Hills on or before **2:00 P.M. Tuesday, March 31, 2015**. The official time shall be determined by the clock located at the switchboard in the North Richland Hills City Hall lobby. Bids received after the time stated above will be considered ineligible and returned unopened.

All attached bid documents are to be returned completely filled out, totaled, and signed. Envelopes containing bids must be *sealed*. The City of North Richland Hills will not accept any bid documents other than the attached.

2. **WITHDRAWING BIDS/PROPOSALS/QUOTES**

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. **IRREGULAR BIDS/PROPOSALS/QUOTES**

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. **REJECTION/DISQUALIFICATION**

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for

or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, general conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY / ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location.

All material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills.

Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. DISCLOSURE OF INTEREST

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire which is available online at www.ethics.state.tx.us. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

17. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days notice prior to cancellation without cause.

18. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

19. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

20. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contract price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

21. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

22. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work

| Type of Insurance | Amount of Insurance | Provision |
|--|--|---|
| 1. Commercial General Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability f) Personal/Advertising Injury g) Medial Expense h) Fire Legal Liability i) Underground Hazard j) Explosion/Collapse Hazard k) Patent Infringement l) Copyright Law Violations | \$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits | City to be listed as additional insured and provided 30 day-notice of cancellation or material change in coverage City prefers that insurer be rated B+V1 or higher by A. M. Best or A or higher by Standard & Poors |
| 2. Consultants, architects, engineers, Landscape design specialist, other professional services | \$500,000 Professional Liability with proof that aggregate is still available. | |
| 3. Workers' Compensation & Employers' Liability | Statutory Limits \$500,000 each accident | Alternate employer endorsement required |
| 4. Comprehensive Automobile Liability Insurance, including coverage for loading and unloading hazards, for a) Owned/Leased Vehicles b) Non-Owned Vehicles c) Hired Vehicles | \$500,000 Combined single limit for bodily injury and property damage | |

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Texas County of Denton

Nathan Niemann verifies that:
(Name)

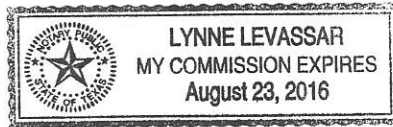
- (1) He/She is owner, partner, officer, representative, or agent of Intermountain Slurry Seal, Inc, has submitted the attached bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.

Nathan Niemann
SIGNATURE

Nathan Niemann
PRINTED NAME

Subscribed and sworn to before me this
30th day of March 2014.

Lynne Levassar
NOTARY PUBLIC in and for



Denton County, Texas.

My commission expires Aug 23, 2016

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

SPECIFICATIONS

The following description is intended to clarify the nature of the work required for this project and to describe the minimum requirements acceptable for the application of Slurry Seal. The provisions of the standard technical specifications shall apply except as otherwise noted herein.

Introduction:

It is the intention of the City of North Richland Hills to enter into an annual agreement contract for furnishing all necessary materials, machinery, equipment, superintendence, and labor for the application of Slurry Seal. This agreement will include an estimated quantity based on the number of selected and approved streets.

Duration of Agreement:

This contract period shall commence upon execution of the contract and continue for a period of one (1) year. The City reserves the right to extend the contract period for four (4) additional one (1) year periods, with said options to be exercised solely at the City's discretion. A price determination may be considered only at the anniversary dates in the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as manufacturers direct cost, Producers Price Index or Employment Cost Index for your industry or product category as published by the U.S. Department of Labor Bureau of Labor Statistics, etc. If the Bureau of Labor Statistics does not have accumulated data on the products or services defined by these specifications, by mutual agreement, the successful bidder may increase its prices for an amount not to exceed 5%.

1. Item #1- Asphalt Slurry Seal shall be Type II Gradation and the mix shall be applied at a minimum of 18 lbs/sy. Additionally, the asphalt emulsion used for the slurry shall be CQS-1h (LM) latex modified with a minimum of 3% latex by weight of the emulsion milled into the emulsion by the asphalt emulsion manufacturer.
2. Item #2-Microsurfacing shall be the TX Grade 2 Gradation and the mix shall be applied at minimum of 24 lbs/sy.
3. It will be the responsibility of the contractor to provide notification to the residents affected by the Slurry Seal or Microsurfacing program. This notification will be in the form of a door hanger and must include the following; Person of Authority on site, Name of Company, and Date of Installation. Should a deviation occur after the door hangers have been distributed, the contractor will be required to pass out door hangers again with the corrected scheduled date. A copy of the door hanger will be submitted to the Public Works Department prior to the beginning of the project and be approved by the Street Superintendent or his designee before they are distributed to the residents.

4. The contractor is responsible for applying the Slurry Seal or Microsurfacing in a manner that results in a straight edge alignment with the edge of pavement. Encompassing the existing pavement without bleeding onto a drainage area (curb and gutter, valley gutters).
5. Prior to the beginning of the project, the contractor will provide an estimated schedule to Public Works. This schedule will take into account trash days and other special events that will affect the Slurry Seal or Microsurfacing applications.
6. Before applying either Slurry Seal or Microsurfacing, the roadway surface shall be free of debris and approved by the City inspector before placement.
7. It will be the responsibility of the contractor to furnish, maintain, and remove all temporary traffic control devices. Temporary traffic control devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD).
8. The contractor shall be required to utilize a screening plant to remove oversized particles from the aggregate at the stockpile site for both the slurry and microsurfacing.
9. The contractor shall utilize truck-mounted machines while applying Slurry Seal and Microsurfacing products on residential streets, cul-de-sacs, and courts.
10. When placing Slurry Seal or Microsurface on collector or arterial streets the contractor shall utilize a continuous machine to perform the resurfacing.
11. It is preferred that the resurfacing equipment be expandable during the placement of either Slurry Seal or Microsurfacing to adapt to the width of the street. This is in an effort to reduce both the amount of passes required to resurface the street and seams in the surface material. Reducing the amount of seams creates a more uniform appearance and increases the life of the surface.
12. The material must remain in place and free of defects for a period of one year. This includes raveling, shedding, or the loss of aggregate that is not typical. If defects are found, the contractor will be required to make repairs to the areas within three (3) months of notification.
13. The contractor will submit their batch design and material selection to the Public Works Department for approval prior to beginning the project.
14. Only contractors that have provided a minimum of (3) three references from municipal or state agencies will be considered for award of bid
15. Bidders must have evidence of their business, under the current name having a minimum (3) three years of existence.

BID FORM

| ITEM NO. | APPROXIMATE QUANTITY (SQUARE YARDS) | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|-------------------------------------|--|----------------|----------------------|
| 1. | 43,000 Square Yards | Furnish and Install Asphalt Slurry Seal, Complete in place | \$ <u>2.05</u> | \$ <u>88,150.00</u> |
| 2. | 5,000 Square Yards | Furnish and Install Microsurfacing, Complete in place | \$ <u>3.50</u> | \$ <u>17,500.00</u> |
| | | | Total | \$ <u>105,650.00</u> |

All or None

Please provide (3) references from municipal or state agencies. Also provide documentation of business showing minimum of (3) years of existence.

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: Intemountain Slurry Seal, Inc.


ADDRESS: 701 E Main Street

CITY, STATE & ZIP: Lewisville, Texas 75057

TELEPHONE: 972-353-6236

FAX: _____

EMAIL: nate.niemann@gcinc.com

SIGNATURE: 

PRINTED NAME: Nathan Niemann

DATE: 3/31/15

Intermountain Slurry Seal, Inc References

| Agency | Type of work | Contact Name | Contact Number | Contact email |
|----------------------|------------------------|------------------|----------------|--|
| City of Wichita | Slurry Seal Type II | Joseph Francoeur | 316-268-4030 | jfrancoeur@wichita.gov |
| City of San Marcos | Slurry Seal Type II | Jesse Shroyer | 512-393-8025 | jshroyer@sanmarcostx.gov |
| City of Dallas | Slurry Seal Type II | Jose Gallegos | 214-670-8617 | jose.gallegos@dallascityhall.com |
| Riedesel Engineering | Slurry Seal Type I | Marv Krebs | 208-898-9165 | mkerbs@riedeseleng.com |
| City of Neosho | Slurry Seal Type II | Ryan Long | 417-592-5016 | rlong@neoshomo.org |
| FHWA | Microsurfacing type II | Jim Kerrigan | 720-963-3362 | james.kerrigan@dot.gov |

Secretary of State
State of Wyoming
The Capitol
Cheyenne, WY 82002-0020

FILED: 04/25/2000
CID: 1980-00192184
WY Secretary of State
Doc. ID: 2000-00403942

ARTICLES OF AMENDMENT
BY SHAREHOLDERS
OF
ISS, INC.

1. The name of the corporation is ISS, Inc.
2. Article I is amended as follows:

“ARTICLE I
NAME OF CORPORATION

The name of the corporation is Intermountain Slurry Seal, Inc.”

3. The amendment was adopted on April 19, 2000 by the shareholders.
4. The number of outstanding shares of common stock of ISS, Inc. is 100,000, and the number of shares entitled to vote on the approval is 100,000.
5. All of the outstanding shares of common stock of ISS, Inc. voted in favor of the amendment.
6. The number of votes cast for the amendment was sufficient for approval by that voting group.

Date: April 19, 2000.

ISS, INC.
a Wyoming corporation

By: Kathleen Kenan
Kathleen Kenan, Secretary

FILED
WYOMING
SECRETARY OF STATE
00 APR 25 AM 9:49