



Northwest Harris County MUD No.24

PROJECT SUMMARY: Northwest Harris County Municipal Utility District 24 (herein after referred to as the “District”) through this Request for Proposal (“RFP”) is seeking proposals for Landscaping & Grounds Maintenance Services. Delivery will be in accordance with the terms, conditions and requirements set forth in this Request for Proposal. The successful proposer will provide the specified requirements in accordance with all applicable federal, state and local laws, standards and regulations necessary to perform the scope of services.

TERM OF CONTRACT: Under the initial terms of the RFP, Northwest Harris County MUD 24, intends to let vendor contract for a three-year period beginning July 6, 2021 and ending July 5, 2024. Further, the District reserves the right to extend the contract term on a month to month basis, not to exceed six (6) months upon the expirations of the initial term and any successive renewal term.

GENERAL OVERVIEW: Proposals will be received no later than July 5, 2021 at 2:00p.m., at the following address: NWHC MUD 24, Secretary, 1200 Smith St., Suite 1550 Houston, Texas 77002; or via email at lori.timmons@nwhcmud24.com. Vendors are instructed that a formal opening will not occur. The name of the vendors will be read into record at that time and the proposals will not be opened. There will be no additional information given at this time. The District will negotiate with qualified vendors concerning the proposals submitted. All late proposals will be rejected. For the purpose and clarity of this document only, the word(s) “DISTRICT” and “NWHCMUD 24” will herein mean Northwest Harris County Municipal Utility District 24, of Harris County, Texas. In addition, for the purpose and clarity of the document, the word “VENDOR” will herein mean any reliable and interested broker, vendor, supplier, and contractor who wants to submit a proposal for this contract. Within this document, the terms “Bidder”, “Contractor”, “Proposer” or “Vendor” is the same as the “Vendor”. The terms “Bid” and “Proposal” are one and the same.

THOROUGH STUDY AND INVESTIGATION: The Proposer must be familiar with the project by thorough personal examination of the proposed work site(s), by due consideration of the specifications, and by use of any other means that may be necessary to determine the following: a. The actual conditions and requirements of the work; b. Any unusual difficulties that may be encountered in the prosecution of the work; c. The character and respective amounts of all classes of labor and material which the contractor may be required to furnish in order to complete all or any part of the work; and d. All circumstances and conditions affecting the work or its cost. e. The Proposer’s proposal must include any and all expenses that may incur in order to complete the work stipulated under the proposed contract. Any failure of the Contractor acquainting themselves with all the available information concerning the above, shall not be relieved from responsibility for estimating properly the difficulties or cost to successfully perform the work. Contact Lori Timmons, Secretary, lori.timmons@nwhcmud24.com, in order to arrange and coordinate for site visits.



Northwest Harris County MUD No.24

ATTACHMENT A AGREEMENT FOR SERVICES INSURANCE REQUIREMENTS

1. GENERAL INSURANCE REQUIREMENTS:

A. **Certificates of Insurance:** Contractor shall, upon request, submit to District a certificate of insurance evidencing the coverage required in this Attachment as proof that the policies providing the required coverage(s) are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by the District.

B. **Self-Insurance:** Any deductibles and self-insured retentions contained in any insurance coverage required by this Attachment shall be declared to the District, and are subject to approval by the District. Contractor shall be solely responsible for any such deductible and/or self-insured retention.

C. **Scope of Insurance Coverage:** All policies, except for Workers' Compensation, shall contain a waiver of subrogation in favor of the District, its Board of Directors, employees, and any of its affiliates, subsidiaries or related entities. Contractor's insurance coverage(s) shall be primary as to any other insurance or source, and shall include a severability of interest clause. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the agreement with District.

D. **Additional Insured:** For policies shown in Sections 2(B), 2(C), and 2(E) below, the insurance certificates shall name Northwest Harris County Municipal Utility District 24, its Board of Directors, and employees, as an additional insured with respect to liability arising out of the activities performed by or on behalf of Contractor.

E. **Notice of Cancellations, Changes to Coverage:** Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty- (30) days' prior written notice has been provided by Contractor to the District.

F. **Contractor's Personnel, Agents, and Subcontractors:** Contractor shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Contractor and agreed to by District, proportionate to the type of work to be performed and exposure to risk. District shall not permit all persons or entities retained by, through, or under Contractor, from entering upon District's premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.

G. **Failure to Maintain Insurance:** In the event Contractor and/or any person or entity retained by, through, or under Contractor fail to maintain required insurance coverage, District may, at its



Northwest Harris County MUD No.24

discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Contractor.

2. INSURANCE COVERAGE REQUIRED:

A. Commercial (Business) Automobile Liability Insurance – Contractor shall procure and maintain Commercial Automobile Liability Insurance with respect to Contractor’s owned, hired, or non-owned vehicles assigned to or used in performance of the services under this Agreement, with the minimum coverage for each occurrence for bodily injury and property damage below. Insurance shall be endorsed for “any auto.”

Combined Single Limit	\$1,000,000 (CA 0001)
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B. Commercial General Liability Insurance – Contractor shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products, with the minimum coverage limits below. Contractors with excavation and underground risks shall have coverage for and exclusions removed for “x, c, and u.”

Each Occurrence	\$1,000,000 (CG 0001)
General Aggregate	\$3,000,000
Products – Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$1,000,000

D. Other Requirements– The Contractor is required to include Northwest Harris County Municipal Utility District 24, as an additional Insured on the Commercial General Liability and Business Automobile Policy. Attach a waiver of Subrogation to all policies. The CGL Policy should be Primary and Noncontributory to any other insurance. All polices should include a 30-day Notice of Cancellation provision in favor of Northwest Harris County Municipal Utility District 24.



Northwest Harris County MUD No.24

SECTION 6 PROPOSAL FROM

Date: _____

Proposal of _____,
(Company Name)

- a corporation organized and existing under the laws of the State of _____;
- a partnership, registered in the State of _____, and consisting of _____;
- an individual trading as _____, located at _____

This Proposal is submitted in response to RFP No. 21-02

[provide title or brief description]

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of onehundred-twenty (120) calendar days as of the Due Date for responses to the RFP.

The undersigned understands that the District reserves the right to reject any or all proposals or to waive any formality or technicality, as determined by the District in its sole discretion, in any Proposal in the interest of the District.

The undersigned hereby certifies that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person or entity to refrain from submitting proposals, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

The undersigned further certifies that as a duly authorized officer, he or she is authorized to negotiate in good faith on behalf of this firm for purposes of this RFP.

(Proposer's Full Legal Name)



Northwest Harris County MUD No.24

(Signature)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Phone)

(Federal Taxpayer ID Number)



Northwest Harris County MUD No.24

SECTION 7 SAMPLE AGREEMENT

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made as of _____, 2021 ("Effective Date") by and between Northwest Harris County Municipal Utility District 24 ("District"), located in _____ Houston, _____ Harris County, _____ Texas, _____ and _____ ("Contractor"),

[insert Contractor's full legal name]

a(n) _____

[insert Contractor's _____ State _____ of _____ incorporation/registration] _____ corporation, with a principal place of business at _____

[insert complete address]

RECITALS:

A. Contractor is a successful proposer under the District's request for proposal (RFP # _____).

NOW, THEREFORE, in exchange of mutual promises and other valuable consideration, the parties agree as follows:

1. SERVICES

1.1. Subject to the terms and conditions stated in Attachment A and, if applicable, Attachment E, attached to and made part of this Agreement, Contractor shall provide District the _____ services ("Services"). Attachment B, which is attached to and made part of this Agreement, provides detailed description of the Services, including the Scope of Work, to be performed by Contractor.

1.2. As part of the Services, Contractor shall deliver to District all goods, reports, documents and other materials ("Deliverables") as set forth in Attachment B.

2. COMPENSATION

In exchange for the Services, District shall pay Contractor as compensation the total amount of _____ (\$ _____) dollars, as and when set forth on Attachment C, which is attached to and made part of this Agreement. Unless states expressly in Attachment C, Contractor shall be solely responsible for all expenses it incurs in connection with the Contractor's obligations under this Agreement.



Northwest Harris County MUD No.24

3. TERM

The initial term of the contract shall be for three (3) year(s). Two (2), one (1) year extensions of the contract may be affected by an amendment to this Agreement approved by both parties. Further, District reserves the right to extend the contract term on a month to month basis, not to exceed six (6) months upon the expirations of the initial term and any successive renewal term. NWHC MUD 24 reserves the right to award separate contracts to multiple bidders.

4. TERMINATION

4.1. Termination for Cause. Notwithstanding the Term, District reserves the right to terminate this Agreement in whole or in part due to the failure of Contractor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, licenses and permits, or to make satisfactory progress in performing the Services. District shall provide written notice of the termination and the reasons for it to Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by Contractor under this Agreement shall become the property of and be delivered to District on demand. District may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, the services to replace those under this Agreement. Contractor shall be liable to District for any excess costs incurred by District in reprocurring the services.

4.2. Termination for Convenience. District reserves the right to terminate this Agreement in whole or in part at any time when in the best interests of District without penalty or recourse. Upon receipt of the written notice, Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to District. In the event of termination under this provision, all documents, data and reports prepared by Contractor under this Agreement shall become the property of and delivered to District. Contractor shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be Contractor's sole remedy against District in the event of termination under this provision.

5. INSURANCE

Contractor shall (and shall cause its subcontractors to) procure and maintain until all of the Contractor's obligations under this Agreement have been discharged or satisfied, including any warranty periods, insurance coverage described in Attachment D, and shall otherwise comply with the requirements of Attachment D, which is attached to and made part of this Agreement.

6. NOTICES

Any notice to be given under this Agreement shall be in writing and sent to the intended party's address indicated below:



Northwest Harris County MUD No.24

To DISTRICT: Name: _____
Address: _____
Phone: _____
Email: _____

7. ENTIRE AGREEMENT; AMENDMENTS

7.1. This document, including all Attachments constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications and understandings, written or oral, between the parties.

7.2. This Agreement shall not be modified, amended, or extended except by written amendment signed by both parties.

IN WITNESS WHEREOF, the parties' duly authorized representatives have signed this Agreement on the dates indicated below:

ON BEHALF OF NORTHWEST HARRIS COUNTY MUD 24:

By: _____

Print Name: _____

Title: _____ Date: _____

For CONTRACTOR [INSERT CONTRACTOR'S FULL LEGAL NAME]:

By: _____

Print Name: _____

Title: _____ Date: _____



Northwest Harris County MUD No.24

ATTACHMENTS:

Attachment A – General Terms and Conditions

Attachment B – Scope of Work; Deliverables Attachment

Attachment C – Compensation Attachment

Attachment D – Insurance Requirements



Northwest Harris County MUD No.24

SECTION 8 MANDATORY CERTIFICATE FORMS BOYCOTT OF ISRAEL CERTIFICATION

Date _____

In accordance with the Texas Government Code, Contractor represents and verifies that it does not, and will not during the term of the contract, if awarded, boycott Israel and that Contractor is not identified by the Texas Comptroller as boycotting Israel. "Boycott" as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes

A breach of the foregoing warranty shall be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to District under the law, in the event of such a breach, District shall have the right to terminate the resulting agreement with the Proposer.

(Signature)

(Print name)

(Print title)

(Date)

(Phone)

(Email)

(Federal Taxpayer ID Number)



Northwest Harris County MUD No.24

FELONY CONVICTION NOTICE FORM

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, _____, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____ (attach additional sheet if necessary)

Details of Conviction(s): _____ (attach additional sheet if necessary)

Signature of Company Official: _____

Printed Name: _____



Northwest Harris County MUD No.24

PROPOSER AFFIRMATION

Signing this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By signature hereon affixed;

1. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
2. The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information see the website for the Texas Comptroller of Public Accounts: <http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html>.
3. Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 8, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
4. The proposer has not received compensation for participation in the preparation of the specifications for this RFP.
5. If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. This information must be provided prior to contract award.
6. Pursuant to Section 2155.004 Government code re: collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
7. The Contractor shall defend, indemnify, and hold harmless Northwest Harris County Municipal Utility District No. 24, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
8. Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.



Northwest Harris County MUD No.24

9. Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of separation from State Agency: _____

Position with proposer: _____

Date of Employment with proposer: _____



Northwest Harris County MUD No.24

EXECUTION OF OFFER

1. In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.
2. By signature hereon, the proposer hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.
3. By executing this offer, proposer affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the proposer shall be removed from all proposals lists.
4. By the signature hereon affixed, the proposer hereby certifies that neither the proposer or the firm, corporation, partnership, or institution represented by the proposer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, proposer certifies that if a Texas address is shown as the address of the proposer, proposer qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

Federal Employer Identification Number (FEIN): _____

Proposer/Company: _____

Signature: _____

Date: _____

Name printed: _____

Title: _____

Address: _____

Telephone Number: _____

PLEASE COMPLETE, SIGN AND RETURN WITH PROPOSAL. FAILURE TO SIGN AND RETURN THIS EXECUTION OF OFFER WILL RESULT IN THE REJECTION OF THE PROPOSAL.



Northwest Harris County MUD No.24

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: NORTHWEST HARRIS COUNTY MUD 24

Ref.: Landscaping & Grounds Maintenance Service

Provider RFP No.: 2021-02

Ladies and Gentlemen: The undersigned Proposer hereby acknowledges receipt of the Addenda to the captioned RFP (initial if applicable). It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on District's website at <https://www.nwhcmud24.com/procurements>.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

No. _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name Printed: _____

Title: _____

Date: _____



Northwest Harris County MUD No.24

CONFLICT OF INTEREST QUESTIONNAIRE

FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections one (1) through three (3) below as a condition of receiving an award or contract. Submit this information along with your proposal, proposal, or offer. This form must be received included in the vendor's proposal/proposal packet, to be considered for evaluation. Completed forms must be NOTARIZED.

This requirement applies to contracts with a value exceeding \$5,000.

1 - Disclosure of Financial Interest in the Vendor

- a. If any officers or employees of Northwest Harris County MUD 24 ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

Name: _____

Address: _____

- b. For each individual named above, show the type of ownership/distributable income share:

Ownership interest of at least 10% (___)

Ownership interest of at least \$15,000 or more of the fair market value of vendor (___)

Distributive Income Share from Vendor exceeding 10% of individual's gross income (___)

Real property interest with fair market value of at least \$2,500 (___)

Person related within first degree of affinity to individual has the following ownership or real property interest in Vendor: (___)

1. Ownership interest of at least 10%



Northwest Harris County MUD No.24

- 2. Ownership interest of at least \$15,000 or more of the fair market value of vendor
- 3. Distributive Income Share from Vendor exceeding 10% of the individual's gross income
- 4. Real property interest with fair market value of at least \$2,500 (___)

No individuals have any of the above financial interests (If none go to Section 4) (___)

c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here (___).

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

the percent of ownership _____ %, or

the value of ownership interest \$ _____ .

2 - Disclosure of Potential Conflicts of Interest

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other District individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous 3 years, including but not limited to contractual employment for services for vendor. Yes _____ No _____

b. Employment of individual's spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous 2 years.

Yes _____ No _____



Northwest Harris County MUD No.24

3- Disclosure of Gifts

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other NWHC MUD 24 individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

- a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes ____ No ____

- b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 of more within the preceding 12 months.

Yes ____ No ____

4- Other Contract and Procurement Related Information

Vendor shall disclose the information identified below as a condition of receiving an award or contract. This requirement is applicable to only those contracts with a value exceeding \$5,000. You must submit this information along with your proposal, proposal, or offer.

- a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

Yes ____ No ____

- b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

- c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), proposals, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

Yes ____ No ____



Northwest Harris County MUD No.24

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as proposal or project number (attach additional pages as necessary). This disclosure is submitted on behalf of: (Name of Vendor) Certification. I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my proposal, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of Texas Local Government Code Chapter 176. I understand that it is my responsibility to comply with the requirements set forth WHC MUD 24 it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or is a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name _____

Signature: _____

Title: _____

Date: _____

"NOTE: PROPOSER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER SHALL RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."

Signed By: _____ Printed Name: _____

Title: _____ State of: _____

Sworn to and subscribed before me at _____,(City)

_____ (State) this _____ day of _____ ,
2020.

Notary Public of the State of: _____.