



ENNIS

TEXAS

CITY OF ENNIS

Request for Qualifications

Reference Number: 24-102-15

Project Title: ENNIS LANDSCAPE MAINTENANCE AND
REPLACEMENT PROJECT

Closing Date: 2:00 pm, July 10, 2024

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Advertisement



The City of Ennis (City) will receive Statement of Qualifications for 24-102-15 Ennis Landscape Maintenance and Replacement Project.

Specifications can be found at <https://procurement.opengov.com/portal/ennistx>.

Statement of Qualifications will be received until 2:00 pm Wednesday, July 10, 2024.

Statement of Qualifications should be submitted online at

<https://procurement.opengov.com/portal/ennistx>.

All questions should be fielded online at <https://procurement.opengov.com/portal/ennistx>.

Bids will be opened at 107 N. Sherman St., Ennis, TX 75119 at 2:00 pm.

City of Ennis

By: Katrinia Roberson

Title: Purchasing Manager

| | |
|---------------------------------------|--|
| Solicitation Release Date: | June 9, 2024 |
| Pre-Solicitation Meeting (Mandatory): | June 18, 2024, 9:00am Welcome Center 201 NW Main Street, Ennis, TX 75119 |
| Deadline for Submittal of Questions: | July 1, 2024, 5:00pm |
| Sealed Submissions Due to the City: | July 10, 2024, 2:00pm |
| Publication Date 1: | 06/09/2024 |
| Publication Date 2: | 06/16/2024 |

Project Details

Important Instructions for Electronic Submittal

The City of Ennis is accepting electronic Statement of Qualification submissions. Proposers shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

Project Scope of Work

Qualified candidates will provide landscape maintenance and replacement of designated areas as prescribed by the proposed maintenance schedule in Attachment B. Candidates will be tasked with utilizing the Landscape Architect's Field Report in Attachment C to develop a detailed plan addressing the city's current landscape issues. Provide a comprehensive strategy to mitigate future landscape loss and ensure the sustainability of plantings. Incorporate findings and recommendations from the field report into maintenance and replacement plans to improve overall landscape health and appearance. Ensure that all strategies are aligned with best practices for landscape management and environmental stewardship. Design and install seasonal flower displays to enhance the aesthetic appeal of public spaces. Maintain seasonal plantings to ensure they remain attractive throughout their display period. Maintain accurate records of all maintenance activities, inspections, and plant replacements. Prepare and submit regular reports on landscape performance, maintenance activities, and compliance status.

Selection Process

In accordance with Chapter 2254 of the Government Code, Title 10, Subchapter A, Professional Services, selection of the most highly qualified respondent will be based on demonstrated competence and qualifications as determined by the City based on information provided in response to the SOQ.

The City uses a two-step process for the final selection of the most qualified firm.

Step 1 consists of evaluating the written SOQ package submitted by firms interested in being considered. The City will rank the SOQs according to the RFQ Selection and Evaluation Criteria and may contact references or may request additional information from top ranked firm. The City may then move directly to Step 2 Negotiations, or if so desired or deemed necessary by the evaluation committee, up to five (5) of the top ranked firms may be asked to come in for an interview. If interviews are held then each shortlisted vendor may have their initial evaluation scores adjusted based on clarifications provided during the interviews using the same RFQ Selection and Evaluation Criteria contained herein for written proposals. Following the (optional) interview process the City will move to Step 2 - Negotiations with the top ranked firm.

Step 2 consists of negotiating with the top ranked consultant a successful contract which includes pricing, schedule and maintenance tracking. If negotiations are unsuccessful then the City may enter the negotiation process with the next highest ranked short-listed firm. This process is potentially repeated until an acceptable plan and fee proposal is negotiated. Final contract award and execution is subject to approval by the City Commission.

Inquiries

SOQ Clarifications/Questions/Inquiries: All questions related to requirements or processes of this SOQ should be submitted through the Question & Answers section of OpenGov.

Replies: Responses to inquiries which directly affect an interpretation or effect a change to this solicitation will be issued in writing by addendum posted to City's OpenGov portal. All such addenda

issued by City prior to the submittal deadline shall be considered part of the SOQ. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
Acknowledgment of Addenda: The Proposer shall acknowledge all addenda as part of their SOQ.

Submittal – Required Content: All submissions must be electronically submitted through OpenGov. SOQs will not be accepted after the deadlines set for receipt thereof. No submittals received after this deadline will be considered.

Statement of Qualifications Format

Responses must be submitted electronically with each page numbered sequentially and contain the components of the bullet points listed below. The table of contents should include page numbers and be arranged to correspond with the selection criteria of this SOQ. Each Statements of Qualifications shall be limited in length to no more than forty (40) pages.

- A Letter of Interest addressed to the Honorable Mayor and City Commission summarizing the Consultant’s understanding of the work and a brief description of the Consultant’s strengths to perform the work successfully (Page Limit: 2)
- Cover sheet (Page Limit: 1)
- Table of Contents (Page Limit: 1)
- Statement of Qualifications (Page Limit: 36)

+Please do not include promotional materials or brochures as part of the submittal package.

Page Format

Respondents are encouraged to use their own format within the guidelines described in the SOQ.

- Minimum line spacing: 1.5
- Minimum font size: 11 points (except for documents prepared by others; e.g., Forms).
- Minimum margins: 1 inch on all sides.

Submission Criteria

SUBMISSION CONTENT

The SOQ shall include a Letter of Interest indicating the firm’s interest to perform services and the specific tasks or areas of expertise, which if any will be subcontracted, and to whom. Interested firms must submit the material required herein in order to be considered for the project. Please submit the firm’s mailing address, phone number, and an e-mail address for the firm’s point of contact person on the Letter of Interest. Future contacts by the City will be done via e-mail, whenever possible. The SOQ shall be composed in the following order:

PROPOSER'S EXPERIENCE/STAFF:

- A. Project Team: Identify all members of the Proposer’s team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer’s business has been established and operating. If Proposer’s business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

- number of years' experience the business has
 - number of employees.
- E. Project Related Experience: All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

UNDERSTANDING PROJECT REQUIREMENTS AND WORK PLAN UNIQUE APPROACH:

Provide a narrative of your understanding of the requirements of the project and deliverables. Provide a detailed description of your work plan approach that conveys how your company anticipates accomplishing the project including data collection methodology, tools, major project milestones, activities, tasks, and deliverables, data conversion/data migration approach; assumptions or constraints on which the work plan is predicated. The work plan should demonstrate to the City that your firm understands the tasks involved in producing each of the required deliverables and shall identify what is required of the City to prepare for the firm's proposed solution. Provide a description of the software application being proposed in terms of capabilities, functionality, and features and the application hosting environment.

ACCURACY OF SOQ:

Accuracy will be determined based on the team's information and SOQ being complete, clear, and concise and in adherence to the SOQ format and other requirements described in the SOQ.

Key Events Schedule

| | |
|--|---|
| Solicitation Release Date: | June 9, 2024 |
| Pre-Solicitation Meeting (Mandatory): | June 18, 2024, 9:00am Welcome Center 201 NW Main Street, Ennis, TX 75119 |
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*No Pre-Proposal Meeting will take place. However, it is strongly encouraged that potential proposers should familiarize themselves with the locations and proposal requirements prior to submission of a proposal.

Standard Terms & Conditions

Submission of Proposals and Deadline

Proposers shall sign and date pages with signature lines. Incomplete proposals or proposals which are not signed and dated as stated may be rejected. Sealed proposals shall be appropriately signed by a person having the authority to bind the firm into a contract.

Late Proposals

Late Proposals shall not be accepted.

Funding

Funds for payment have been provided through the City budget approved by the Ennis City Commission. Any anticipated orders or other obligations that may arise past the end of the current City fiscal year will be subjected to budget approval.

Altering Proposals

Proposals shall not be altered or amended after the time of opening. Any alterations made before opening occurs must be initialed by the Proposer or his/her authorized agent. No proposal may be withdrawn after opening without approval and based upon the submission of a written and acceptable reason.

Withdrawal of Proposal

A proposal may not be withdrawn or canceled by the Proposer without the permission of the City for a period of ninety (90) days following the date designated for the receipt of proposals, and the Proposer so agrees upon submittal of a proposal. For the purpose of proper proposal evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the proposal opening. Upon award of the Contract, all prices shall be firm and valid for the duration of the Contract.

Award

The City will review all proposals for responsiveness and compliance with these specifications. Contracts are awarded to the proposer who provides goods or services at the best value for the municipality.

In awarding the RFP, the following criteria will be used:

- a. The purchase price;
- b. The reputation of the Proposer and of the Proposer's goods or services;
- c. The quality and extent to which the goods or services meet the City's needs;
- d. The Proposer's past relationship with the City;
- e. The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities.
- f. The criteria listed under the other sections of the Terms and Conditions of this RFP packet as well as the Specifications.

In selecting the proposer to whom the Contract will be awarded, the City also reserves the right to consider the location of the Proposer's principal place of business, as provided by Section 271.905 or Section 271.9051 (as applicable) of the Texas Local Government Code. The City may negotiate additional work, as deemed appropriate and consistent with State Law and with the intent and terms of the resulting contract.

The City reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire RFP. The City also reserves the right to award this Proposal to alternate proposers should the primary vendor become unable or unwilling to complete the contract term. All terms

and conditions of the original proposal will remain in effect.

Contract

This Proposal, when properly accepted by the City, along with the City's standard terms and conditions shall constitute a binding contract between the successful Proposer and the City. The City may delay acceptance of proposals for thirty (30) days from the date of opening. No additional terms will apply or become a part of this Contract except for Change Orders that are approved by the City.

Change Orders

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All Change Orders must be approved in writing by the City.

Prices

Proposal prices must be firm for the duration of the contract. The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; do not include tax in the Proposal. Unit price should reflect all charges, including transportation or freight costs. Proposer shall bid Unit Price on quantity specified, extend, and show total. In case of errors in extension, UNIT prices shall govern. Proposals subject to unlimited price increases will not be considered. Successful proposers shall be required to provide a W-9 Taxpayer Identification Number and Certification.

Reduced Prices

If during the term of the Contract, the successful Proposer's net prices to other customers for services provided hereunder are reduced below the contracted price, the successful Proposer understands and agrees that the price reduction shall be extended to the City. The City shall not be required to request the price reduction.

Delivery

All delivery charges are to be included in the Proposal Price.

Ethics

The Proposer shall not offer/accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or agent of the City.

Exceptions/Substitutions

Exceptions and substitutions to the specifications shall not be considered.

Addenda

The City reserves the right to revise or amend the specifications prior to the due date set for proposals. Such revisions or amendments, if any, will be announced by addenda or addendum to these specifications via the City's OpenGov Procurement portal at: <https://procurement.opengov.com/portal/ennistx>. Follow the project on OpenGov to receive project updates including addenda notifications released before or after you have submitted a proposal.

Laws

Proposals must comply with all federal, state, and local laws concerning types of products specified.

Materials

The design, strength, and quality of materials must conform to the highest standards of manufacturing

practice.

Minimum Standards for Responsible Proposers

A prospective proposer must affirmatively demonstrate responsibility and must meet the following requirements:

- a. Have adequate financial resources, or the ability to obtain resources required;
- b. Have the ability to comply with the required or proposed delivery schedule;
- c. Have a satisfactory record of performance;
- d. Have a satisfactory record of integrity and ethics; and
- e. Have the eligibility and qualifications to receive an award.

The City may request clarification or other information sufficient to determine proposer's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration

Documentation

Proposer shall provide with this proposal response, all documentation required by this Specification. Failure to provide information specifically requested may result in rejection of the proposal. If items being proposed are of a vehicle or equipment nature, the Vendor shall complete all title paperwork and provide a complete set of repair manuals for each different type of vehicle or equipment.

Indemnification

Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Commission members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

Term of Contract

This Contract shall remain in effect until the end of the term of the Contract, until acceptance of performance or services ordered or until terminated by either party with thirty (30) days written notice to the other party. However, the successful Proposer must state the reasons for such termination.

Default

The City 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 the successful Proposer defaults on this Contract. Default includes:

1. Inability to meet schedules or requested delivery times;
2. Defaults in the payment of any fees; or
3. Failure to otherwise perform in accordance with these terms, conditions, or specifications of the Contract.

No party shall be in default under the Contract until notice of the alleged failure of the party to perform has been given in writing and until the party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the alleged nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). If the successful Proposer fails to cure the alleged failure to perform with the time indicated in the written notice from the City, then the City may terminate the Contract.

Notice

Any notice required by this Contract (or required by law at the address so provided) to be given to any

party shall be deemed to have been received when personally delivered or 72 hours after such written notice has been deposited in the mail in Ennis, Texas by Registered or by Certified Mail with sufficient postage affixed thereto, addressed to the party at the address so provided.

Purchase Order

A purchase order shall be generated by the City to the successful Proposer. The purchase order number must appear on all itemized invoices. The City will not be held responsible for any orders placed/delivered without a valid current purchase order number.

Each Invoice

Each Invoice shall be numbered and shall show

- a. name and address of the successful Proposer,
- b. name and address of receiving department and/or delivery location,
- c. the City Purchase Order Number, and
- d. descriptive information as to the services delivered.

Payment

Payment will be made upon receipt and acceptance by the City of the item(s) ordered and receipt of a valid invoice. The City's standard payment terms are net 30, i.e. payment is due in thirty (30) days.

Items

Items, if any, supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful Proposer at the next service date, at no expense to the City. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the Owner's expense at the discretion of the City.

Services and Supplies

Services and supplies under this Contract shall be subject to the City's approval. Services or supplies found defective or not meeting specifications shall be promptly corrected at no expense to the City.

Supporting Information

The successful Proposer shall warrant that all items/services shall conform to the Specifications. When requested by the City, proposers are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these Specifications. Failure to include supporting information specifically requested may be cause for rejection of the Proposal.

- a. **Warranty** – Include warranty information with the Proposal. Warranties may be a consideration of Proposal Evaluation. Only standard pre-published warranties will be considered.
- b. **Technical Literature** – Include pre-published drawings, brochures, or engineering data sufficient to ensure that the product meets or exceeds minimum specifications.

Applicable Law and Venue

This Agreement will be governed and construed according to the Laws of the State of Texas. This Agreement is performable in Ennis, Texas. Venue for actions arising under this Agreement in federal courts shall lie exclusively in the Northern District of Texas, Dallas Division, and for State courts shall lie exclusively in Ellis County, Texas.

Equal Employment Opportunity

The successful Proposer shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Subtitle 15 or the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The Proposer shall comply with all applicable Federal, State, and local laws, rules, and regulations concerning equal opportunity employment.

Assignment

The successful Proposer shall not sell, assign, transfer, or convey this Contract, in whole or in part.

Silence of Specification

The apparent silence of specifications, terms, and conditions to any detail, or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this Statement.

Proposal Bond

Required when stated in RFP.

Performance Bond

Required when stated in RFP.

Proprietary Information

The responders to any inquiry or proposal request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable state and federal laws, regulations, and policy of this jurisdiction.

Nonresident Proposers

Texas State Law requires that the City give preference to Texas Resident Proposers at an amount that a Texas Resident Proposer would be required to underbid a Nonresident Proposer in order to obtain a comparable contract in the State in which the Nonresident's principal place of business is located. Preferences may or may not apply, but will be enforced as prescribed in Texas Government Code Chapter 2252, Subchapter A. Proposers must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that Proposer. Certification is included in the Proposal Affidavit to follow.

Subcontracting

The awarded vendor shall not subcontract without the written approval of the City.

Independent Contractor

The successful Proposer is and shall be deemed an independent contractor of the City. The Contract shall not be deemed as creating a joint venture between the parties.

Inclement Weather

The following is only valid in Requests for Proposals where in-person submittal or hard copies will be considered for this RFP.

In case of inclement weather or any other unforeseen event causing the City to close for business on the date a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes

delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgement call to extend the deadline.

Interlocal Agreements and Piggybacking

The City acknowledges the existence of interlocal agreements with other government entities and is committed to fostering collaborative efforts to streamline procurement processes. The City recognizes the benefits of piggybacking on contracts that have been competitively solicited and awarded by other jurisdictions. In accordance with applicable laws and regulations, The City of Ennis hereby provides explicit consent to piggyback on existing contracts with your company, subject to the terms and conditions outlined in the respective interlocal agreements and with the written approval of your organization as the vendor.

Insurance

The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

- Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
- Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

Special Conditions

The following special conditions shall prevail over areas of conflict in previous pages:

- NONE

Proposal Evaluation Factors

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
|-----|---|----------------|-----------------------------|
| 1. | Proposer's Experience / Staff As described in the Submission Criteria. | Points Based | 45 <i>(45% of Total)</i> |
| 2. | Understanding of Project Requirements and Work Plan Unique Approach | Points Based | 45 <i>(45% of Total)</i> |
| 3. | Accuracy of Respondents Statement of Qualification As described in the Submission Criteria. | Points Based | 10 <i>(10% of Total)</i> |

Proposal

Statement of Qualifications*

Please upload your Statement of Qualifications here.

*Response required

Separate Cost File*

Upload your cost information here separately from the rest of your proposal using Attachment A.

*Response required

Insurance*

Please upload a copy of your current insurance.

*Response required

Form CIQ*

Please download the below documents, complete, and upload.

- [Form CIQ.pdf](#)

*Response required

Form 1295 Certification*

Please provide documentation showing that you have submitted Form 1295 with the Texas Ethics Commission.

*Response required

CERTIFICATIONS REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL*

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, Consultant hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Consultant and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

The foregoing certification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the applicable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

*Response required

VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITY OR TRADE ASSOCIATION*

To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least \$100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Consultant hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- A. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- B. will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. Consultant understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

*Response required

CERTIFICATION REGARDING CRITICAL INFRASTRUCTURE*

Consultant hereby certifies that it will not be granted direct or remote access to, or control of, critical infrastructure, as defined by Section 2275.0101(2), Texas Government Code, in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access, as defined in Section 2275.010(3).

The foregoing certification is made solely to comply with Chapter 2275, Texas Government Code, as amended.

Please confirm

*Response required

VERIFICATION REGARDING ENERGY COMPANY BOYCOTTS*

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Consultant hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Consultant

understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

*Response required

Proposer Authorization*

Proposer confirms their authority (and has uploaded necessary documentation proving such) to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Company Name stated in said Proposal.

Please confirm

*Response required