



REQUEST FOR QUOTE

Dated: April 14, 2022

The Punta Gorda Housing Authority is seeking qualified companies or individuals for lawn and landscaping services at the following locations:

1. Oak Tree Village: The address is: 456 Martin Luther King, Punta Gorda, FL 33950.
2. Vacant Lot: 24500 Airport Rd, Punta Gorda, FL 33950.
3. Fitzhugh Commons- The address is: 322 and 328 Fitzhugh Commons, Punta Gorda, FL 33950.

SCOPE AND SPECIFICATIONS:

- ❖ Weekly cutting of grass during the growing season (May thru October).
- ❖ As needed during the dormant season, no less than twice (2) a month (November thru April).
- ❖ Schedule above could change due to seasonal patterns.
- ❖ Metal Blade Edging of all hard surfaces at every mowing. (Driveways, sidewalks, curbing, etc.)
- ❖ Blowing off of entrance areas, sidewalks, curbing & driveways so as not to leave any noticeable clipping debris.
- ❖ Normal lawn clippings & debris will be cleaned up at each visit.
- ❖ Trees will be pruned to remove damaged, dead, and low hanging branches and/or contact structures and/or facilities.
- ❖ Shrubs, hedges, and ornamental plants will be pruned not less than (4) four times per year to maintain both a beautiful and healthy appearance.
- ❖ Property sign, playground, common areas, flowerbeds and ornamental plant beds will be treated with herbicides to keep them relatively weed free. The playground area needs to be weed free and child friendly herbicides.
- ❖ Separate cost for mulching the playground with melaleuca mulch (kid friendly).
- ❖ Separate cost for yearly mulching of flowerbeds, common areas, etc.
- ❖ Separate cost listed for fertilizing plants and trees.



340 Gulf Breeze Ave, Punta Gorda, FL 33950
Phone (941) 639-4344 Fax (941) 639-1753
TTY (800) 955-8771



Please forward your proposal no later than **Monday, May 16, 2022 at 1:00 p.m.** via e-mail or fax to:

Debbie Leggins

Email: debbie@puntagordaha.org

FAX: (941) 639-1753

Address: 340 Gulf Breeze Avenue, Punta Gorda, FL 33950

If you have any question, please feel free to call me at the phone number above.

Prior to contract award contractor will supply current W-9, valid city/county or occupational license, liability insurance, and workers compensation.

STANDARD INSURANCE REQUIREMENTS:

a) Commercial General Liability Coverage: Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The certificate must contain, as an endorsement, the following language: "The Punta Gorda Housing Authority, its board members, and its employees. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

b) Workers Compensation Coverage: At a minimum, Workers Compensation Insurance as required by State of Florida law, Florida statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employers Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.

c) Automobile Liability Coverage: The Automobile Liability Coverage shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.

d) The insurance carrier must have an A.M. Best Company rating of A-, VII or better.

e) Cancellation clause of insurance shall identify not less than thirty (30) days.

f) The Punta Gorda Housing Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

g) Required insurance policies shall not contain any exclusions or exceptions

PAYMENT TERMS.

Net 30.

PRICES.

Proposals shall include all labor, material, equipment rental, and permitting fees.

OFFERS OF MORE THAN ONE PRICE. Only one quote per company is allowed on this RFQ.

QUESTIONS.

Questions about the quote documents should be made in writing via e-mail and directed to Debbie Leggins at debbie@puntagordaha.org.

RESULTS.

A tabulation of the quotes received will be available within a reasonable time after the Date Due.

TERMS AND CONDITIONS:

AGREEMENT.

Submission of a signed quote or emailing a quote will be interpreted to mean bidder, hereby agrees to all the terms and conditions set forth in all the pages of this Request for Quotations. Bidder's quote and Punta Gorda Housing Authority's award shall constitute a contract. A one year agreement will be issued to the successful bidder and there will be four (4) additional one year agreements possible as long as both parties agree it is in their best interest.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS.

Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this quote without first obtaining the specific written consent of the Punta Gorda Authority.

CANCELLATION OF SOLICITATION.

The Punta Gorda Housing Authority may cancel this solicitation at any time.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS.

It is understood that the materials, equipment or services offered by the bidder will meet all requirements of the specifications in this Request for Quotation (RFQ) unless deviations there from are clearly indicated in the pages of this solicitation, or in an attachment entitled "Exceptions to Specifications" submitted and signed by bidder's authorized representative. In order for the quote to be considered, an explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it was taken. Submittal of brochures or other manufacturers' literature as substitution for compliance/deviation information shall not be deemed to comply with this requirement and may be grounds for rejection of quote. Submittal of brochures or other literature as additional information is desirable. Bidder shall submit with his quote full descriptive data, including make and model specifications, general drawings (if applicable), brochures, and any other product or service information.

LAWS GOVERNING THE CONTRACT.

This contract shall be in accordance with the laws of the state of Florida. Parties further stipulate that this contract was entered into in the County of Charlotte and the State of Florida is the only appropriate forum for any litigation resulting from breach hereof or any questions arising

therefrom.

RIGHTS RESERVED.

A. **Rejection.** The Punta Gorda Housing Authority reserves the right to reject any or all quotes or any part thereof, or to accept any quote or any part thereof, or to waive any informalities in any quote, whenever it is deemed to be in the best interest of the Housing Authority. The Authority also reserves the right to reject the quote of any bidder who has previously failed to perform adequately for the Authority or any other governmental agency.

B. **Cover.** Should the successful bidder fail to comply with the conditions of this quote or fail to complete the required work or furnish the required materials within the time stipulated, the Authority reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful bidder.

C. **Severability.** If any provision, or any portion of any provision, of any contract resulting from this quote shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

Quotations shall be delivered and received no later than **Monday, April 11, 2022, at 1:00 PM (Eastern Standard Time)**. The quotations shall be addressed and delivered via e-mail to: **debbie@punftagordaha.org** or faxed to (941) 639-1753 Attn: Debbie Leggins

If you do not have access to the internet a hard copy may be hand delivered to: 340 Gulf Breeze Avenue, Punta Gorda, FL 33950. Quotations must be labeled as shown below either in the e-mail subject line for e-mailed quotations or on sealed envelope of the hard copy.

REQUEST FOR QUOTE
LANDSCAPING

ATTACHMENT -A
Non-Collusion Affidavit of Prime Bidder/Subcontractor

The Punta Gorda Housing Authority, being the first duly sworn, deposes and says that:

1. He/she is _____ of _____
(Owner, partner, etc.) (Company)

the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Punta Gorda Housing Authority, or the owner of the property interested in the proposed contract;

5. No member of the Board of Commissioners, or other Officers of The Punta Gorda Housing Authority is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I am/The Bidder is not indebted to The Punta Gorda Housing Authority in any form or manner.

Signature: _____

Date: _____

Title: _____

Witness: _____

**U.S. Department of Housing and Urban Development-
HUD 5369-A Office of Public and Indian Housing-form HUD-5369-A (11/92)
Representations, Certifications, and Other Statements of Bidders
Public and Indian Housing Programs
Representations, Certifications, and Other Statements of Bidders Public and Indian Housing
Programs**

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2. Contingent Fee Representation and Agreement
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5. Bidder's Certification of Eligibility
6. Minimum Bid Acceptance Period
7. Small, Minority, Women-Owned Business Concern Representation
8. Indian-Owned Economic Enterprise and Indian Organization

ATTACHMENT B

**U.S. Department of Housing and Urban Development-
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**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____, [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
 - (2) Participate in HUD programs pursuant to 24 CFR Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
- (e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

- (a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

- (a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.
- (b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2630, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)