



## LEGAL NOTICE

### REQUEST FOR PROPOSALS FOR CONSULTANT SERVICES

The Town of Smyrna will accept proposals on consultant services for the Major Thoroughfare Plan and Bicycle and Pedestrian Plan updates in Smyrna, Tennessee. Interested and qualified consulting firms shall submit sealed proposals in the format specified in the Request for Proposals no later than 10:00 a.m. January 22, 2015. Proposals will be publicly opened and read aloud in the Town Hall main conference room. There will be an optional pre-proposal conference January 8, 2015 at 10:00 a.m. at the Town Hall. Proposal documents may be obtained at Smyrna Town Hall during regular business hours by contacting Kevin Rigsby, AICP, Town Planner, at 459-9742 ext. 2137 or [www.townofsmyrna.org](http://www.townofsmyrna.org). Proposals should be mailed or hand delivered to:

Mr. Rex S. Gaither  
Smyrna Town Hall  
**Sealed Proposal on Major Thoroughfare and  
Bicycle and Pedestrian Plan  
January 22, 2015 at 10:00 a.m.**  
315 South Lowry Street  
Smyrna, TN 37167

Faxed or verbal proposals or proposals received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all proposals, to waive technicalities or informalities and to accept any proposal deemed to be in the best interest of the Town.

The Town of Smyrna will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

SUBMITTED BY: REX S. GAITHER  
FINANCE DIRECTOR

TO BE RUN: DECEMBER 18, 2014

## **REQUEST FOR PROPOSALS**

### **SMYRNA MAJOR THOROUGHFARE AND BICYCLE AND PEDESTRIAN PLAN TOWN OF SMYRNA, RUTHERFORD COUNTY**

#### **1.0 CONSULTANT QUALIFICATIONS**

The Town of Smyrna is seeking proposals from firms and/or individuals capable of professional planning services required to complete a long-range major thoroughfare plan and bicycle and pedestrian plan update for Smyrna's Urban Growth Boundary. The proposing firm and/or individuals shall have demonstrated experience and qualifications in the following areas:

- Transportation Planning
- Bicycle/Pedestrian Facility Planning
- Land Use Planning
- Comprehensive Planning
- Capital Improvements Programming

The qualifications listed here should be considered the minimum training and experience to be demonstrated.

#### **2.0 BACKGROUND**

The purpose of this Request for Proposals (RFP) is to enter into a services contract to provide Consultant Services for the completion of a Major Thoroughfare Plan and Bicycle and Pedestrian Plan updates for the existing Town of Smyrna boundary and the surrounding approved Urban Growth Boundary. The existing Town limits are approximately 30.2 square miles, and the Urban Growth Boundary encompasses an additional 67.7 square miles. Though 69% of the area is not currently within the Town limits, Smyrna is charged under Public Chapter 1101 to plan for how the area will be served as portions of it come into the Town through annexation.

The Town of Smyrna is one of the fastest growing cities in one of the fastest growing regions of the country, the Nashville Metropolitan Statistical Area. The population has grown from 25,569 in 2000 to 39,974 in 2010. It is estimated that the population today is approximately 43,000. Several projects have been undertaken to maintain pace with that growth, including expansion of the water plant and wastewater plant, expansion of Old Nashville Highway, Rock Springs Road, Enon Springs Road, and Blair Road, and the building of a two new fire stations to cover the western side of town. The existing Major Thoroughfare Plan was completed in 2003, and it was updated in 2007 as a part of the Comprehensive Plan. The Town also adopted a Greenways Plan in 2000, and it has never been updated. With over a decade having elapsed since the last Major Thoroughfare Plan and Greenways Plan were adopted, it is time to update both plans.

Smyrna wishes to have a complete and updated Major Thoroughfare and Bicycle and Pedestrian Plan which would include future roadway extensions and expansions, as well as a bicycle, pedestrian, and greenways element. This would allow for future transportation infrastructure investments to be planned in a comprehensive manner. This plan shall be created in concert with the Nashville Metropolitan Planning Organization, specifically the Southeast Area Study. Coordination with the adopted plans for the cities of Murfreesboro and LaVergne as well as Rutherford County will also be required.

### **3.0 SCOPE OF SERVICES**

The Scope of Services as described below defines the nature and extent of services that shall be provided by the Consultant to the Town of Smyrna in the completion of the plan. This is intended to represent the minimum set of services to be provided and may be adjusted per the consultant's specific approach and/or understanding of key planning issues for the Town.

#### **A. Population and Socioeconomic Trends/Forecasts.**

The Consultant shall make projections of key population and economic trends which may impact future development patterns and land uses in the study area based on a 20 year planning period.

#### **B. Infrastructure Capabilities**

The Consultant shall inventory and evaluate current transportation elements and their capability to handle future growth.

#### **C. Land Use and Zoning Patterns**

The Consultant shall inventory existing land use patterns, identify areas or sites of historical or cultural significance, existing zoning patterns, and any other land use or zoning features which may impact the formulation of the plan.

#### **D. Natural Environment**

The Consultant shall assess the impact of existing environmental characteristics on the development of the plan, including soils, steep slopes, wetlands, drainageways, flood prone areas, and other natural areas.

#### **E. Draft Plan**

The Consultant shall prepare an analysis of key environmental, infrastructure, and planning issues and develop a draft Major Thoroughfare and Bicycle and Pedestrian Plan which shall include the following, at minimum:

- Introduction
- Inventory and Analysis of Key Issues
- Statement of Goals

- Major Thoroughfare Plan
- Bicycle and Pedestrian Plan
- Implementation Strategies

F. Public Involvement

The Consultant shall conduct the necessary public meetings to ensure adequate community input into the planning process. A significant element of the proposal shall be the consultant’s plan for community involvement in the planning process.

G. Final Plan

The Consultant shall prepare a final Major Thoroughfare and Bicycle and Pedestrian Plan incorporating the conclusions and revisions to the Draft Plan as recommended during the planning process. The final report is to include all necessary data, analyses and mapping to accurately convey the justifications for the Plan’s conclusions and guidelines to be used by the Town in implementing the Plan’s recommendations. The Consultant shall provide the Town with 50 copies of all reports, plans, and products produced for this project. Electronic versions shall also be provided where appropriate.

**4.0 RESOURCES AVAILABLE TO THE CONSULTANT**

Pertinent information which may be available for these studies includes, and will be provided by the Town of Smyrna as needed, the following:

1. Base maps;
2. Existing land use plans, policies, and regulations, including zoning, which apply to the study area;
3. Previously completed studies and plans, including the 2003 Major Thoroughfare Plan; the 2007 Comprehensive Plan; and the 2000 Greenways Plan.
4. Additional plans, policies, and regulations for the Urban Growth Boundary area which is currently not in the town limits may be available from Rutherford County.

**5.0 CONSULTANT RESPONSIBILITIES**

It is the Consultant’s responsibility to review the adequacy of available information, and to provide additional data as needed. Specifically, the Consultant is expected to provide:

1. An inventory of existing land use and infrastructure in the study area;
2. Proposals for improvements in the study area;
3. Opportunities for meaningful citizen participation;
4. A minimum of two presentations to the Town of Smyrna Municipal Planning Commission and one presentation to the Town of Smyrna Council.
5. A minimum of fifty copies of the plan.

## 6.0 INSTRUCTIONS TO OFFERORS

### 6.1 PREPARATION OF PROPOSAL

Consultants are encouraged to submit their initial proposals as comprehensively as possible because proposals may be ranked without interviews.

Erasures, interlineations, or other modifications in the proposals shall be initialed in original ink by the authorized person submitting the proposal.

Periods of time, stated as number of days, shall be calendar days.

It is the responsibility of all offerors to examine the entire Request for Proposals package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after due time and date.

### 6.2 REQUIRED INFORMATION

The following items shall be submitted with each offer/proposal. Failure to include ANY of these items may result in a proposal's being rejected.

1. Cover Letter: A cover letter from a principal in the firm submitting the proposal on behalf of their company or consortium. This letter shall agree to all terms and conditions in this RFP, and specifically include the following certifications:
  - a. No employee of the Town of Smyrna nor any member of the Town of Smyrna Council exercising any functions or responsibilities with respect to this project shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any proceeds thereof.
  - b. The offering firm is not party to an outstanding lawsuit against the Town of Smyrna.
2. Copies: the original and three (3) copies (4 total) of the offer/proposal shall be submitted in an 8 ½" x 11" format, typewritten.
3. Corrections, amendments, and clarifications: Signed copies of all corrections, amendments, and clarifications to this RFP issued by the Town of Smyrna.
4. References: A minimum of five (5) references, complete with address and telephone number, of the governmental entities for whom the contractor has performed similar work.
5. Offer/Proposal: The proposal shall be arranged in the following order and shall adhere to the length standards as specified:
  - a. Scope of Work/Study Approach

A detailed summary of the approach the firm would use in the development of the study. It must be based on the General Scope outlined in Section 3.0 above, but provide additional detail on the process to be used in developing the plan. The responsibilities of any subcontracting firms will be clearly noted. No more than six (6) pages, single sided (or 3 pages 2-sided), may be devoted to Scope of Work/Study Approach.

b. Statement of Experience

Data shall be provided on the offering firm's background and experience in planning, especially in developing major thoroughfare and bicycle and pedestrian plans. Similar information should be provided for subcontracting firms. No more than three (3) pages, single sided (1.5 page 2-sided), should be provided on the prime contracting firm's experience. No more than two (2) pages, single-sided (one page 2-sided) should be provided for each subcontracting firm.

A Resume/Vita of each individual with a key analytic or management role in the study (including subcontractors), his or her location and his or her time commitment for this project must be identified. No more than two (2) pages, single-sided (one page 2-sided) may be devoted to each individual.

c. Time Schedule for Project Completion

A time line/bar chart illustrating completion time for various tasks in the Scope of Work shall be provided. This chart should provide sufficient detail for an evaluation of the proposed project schedule. It should note the proposed public meetings and the formal presentations noted in the Scope of Services. It is the Town of Smyrna's hope to finish this project within 8 to 12 months of the notice to proceed.

d. Other Projects

The proposal must indicate other studies currently underway or likely to be undertaken during the study period by those with a principal role in this study, their role and their commitment (as a percentage of available time) to those other studies.

e. Other Information

The offeror may provide such additional information as they may desire in the final section of their response to the Request for Proposals. This information may be used by the Proposal Review Committee as background material to support the proposal. It will not be used in the formal scoring of the proposal.

### 6.3 INQUIRIES & INTENT TO PROPOSE

Any information which may have been released by the Town of Smyrna or its staff prior to the issuance of this Request for Proposals shall be disregarded.

Requests for clarification or questions should be directed to Kevin Rigsby, ACIP, Town Planner at 615-459-9742 ext. 2137 or email at [kevin.rigsby@townofsmyrna.org](mailto:kevin.rigsby@townofsmyrna.org). The deadline for clarification or questions is midnight on January 8, 2015. Any correspondence related to the Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the offeror should not place the Request for Proposals number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed proposal and not opened until after the official request for Proposals due date and time.

All consultants that wish to respond must submit an “intent to propose” email to Kevin Rigsby by January 12, 2015. Kevin will confirm receipt of email.

Clarifications will be sent by email to all firms submitting an “intent to propose” by January 14, 2015.

- January 8 – Pre-proposal conference & deadline for clarifications
- January 12 – “Intent to Propose” emails due
- January 14 – Clarifications emailed to vendors intending to propose
- January 22 – Proposals due

### 6.4 VERIFICATION OF INFORMATION

The Town of Smyrna staff may verify all information submitted as part of a proposal. Submission of information deemed to be inaccurate may result in a determination of non-responsibility of the Contractor by the Town of Smyrna, and a rejection of the proposal.

### 6.5 PROSPECTIVE OFFERORS CONFERENCE

A prospective offerors conference will be held on the date and time and at the place designated on the legal notice of this document, unless amended in writing by the Town of Smyrna. Attendance is not mandatory. The purpose of this conference will be to clarify the contents of the Request for Proposals in order to prevent any misunderstandings. Any doubt as to the requirements of this Request for Proposals or any apparent omission or discrepancy should be presented at this conference. The appropriate action will then be taken as necessary, and the Town of Smyrna may issue a written amendment to the Request for Proposals. Oral statement or instructions will not constitute an amendment to this Request for Proposals.

### 6.6 EXCEPTIONS

Any desired exceptions to the Scope of Services or terms and conditions of this Request for Proposals must be included in the proposal and must address the specific Request for

Proposals paragraph where a conflict exists. An offeror's preprinted terms and conditions WILL NOT be considered as exceptions by the Town of Smyrna.

#### 6.7 PROPOSAL OPENING

Proposals shall be received on the date and time and at the place designated on the legal notice of this document, unless amended in writing by the Town of Smyrna. All offers and any modifications and other information received in response to this Request for Proposals shall be shown only to authorized personnel having a legitimate interest in them or persons assisting the Town of Smyrna in the evaluation. A decision will be made within 90 days of the date received and publicly announced. After a contract award, the successful proposal and evaluation document shall be open for public inspection in accordance with Offeror's Rights.

#### 6.8 LATE PROPOSALS

Late proposals will not be considered. Any offeror submitting a late proposal shall be so notified.

#### 6.9 WITHDRAWAL OF PROPOSAL

At any time prior to the specified proposal due time and date an offeror (or designated representative) may withdraw a proposal.

#### 6.10 AMENDMENT OF PROPOSAL

Receipt of a Request for Proposals Amendment or Clarification must be acknowledged by signing and returning the document to the Town of Smyrna with the proposal.

### **7.0 EVALUATION OF PROPOSALS**

#### 7.1 GENERAL

The proposals will be evaluated by a committee selected from Town of Smyrna staff. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the Town of Smyrna, taking into consideration the evaluation factors set forth below.

#### CRITERIA FOR PROPOSAL EVALUATION

Professional firms shall be evaluated on the following criteria. Each proposal will be ranked on a 1 to 10 scale for each of the evaluation criteria and multiplied by the weight factor. The scores on each factor will then be added to create the total score. The maximum score is 100.

WEIGHT	QUALIFICATION	STANDARD
3.0	Scope/Approach	Does the proposal reflect a thorough, thoughtful, creative approach to the task? Is there evidence of a clear understanding of the role of the requirements for preparing financially constrained plans?
2.5	Assigned Personnel	Do the persons who will be working on the project have the necessary skills?
2.5	Availability	Can the work be completed by the deadline? Is the project team available to attend meetings as required by the Scope of Services? Does the lead firm or its subs have other contracts that may cause a problem in completion?
2.0	Team Experience & Capabilities	Do the prime contractor and subs have a demonstrated working relationship? Are sufficient staff available to support key project personnel (word processors, drafters, etc.)?

## 7.2 PERSONAL INTERVIEWS

Based upon the evaluation of the written proposals, the offerors will be ranked in order of the ability to perform the work. The top-ranked firms may be interviewed by the evaluation committee. If interviews are conducted, the points will then be re-computed using the same criteria as stated above.

## 7.3 REFERENCE EVALUATION

Town of Smyrna staff will check references of all firms being interviewed using the following criteria:

CRITERION	STANDARD
Overall Performance	Would you hire this Professional/Firm again? Did they have the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were deadlines met in a timely manner?
Completeness	Was the professional responsive to client needs? Did the professional anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	Was the firm fully versed in state-of-the-art thinking in the project area? Was there a good understanding of the interrelated nature of land use and transportation planning?
Questions	Any questions raised at the review committee meeting concerning the proposal.

#### 7.4 CONSULTANT SELECTION

The Town of Smyrna staff shall provide a recommendation to the Town Council from the list of the proposing firms. The Town Council shall make the final decision.

#### 7.5 CONTRACT NEGOTIATION

Based on the information submitted and internal budgetary considerations, the Town of Smyrna may request adjustment of the submitted Scope of Work, if required. If negotiations cannot produce a contract, the Town can declare an impasse and open negotiations with the second ranked firm. If an agreement cannot be reached with the second ranked firm, contract negotiations are begun with the third ranked firm. This process continues until all interviewed firms are exhausted.

#### 7.6 AWARD OF CONTRACT

Notwithstanding any other provision of this Request for Proposals, the Town of Smyrna expressly reserves the right to:

1. Waive any immaterial defect or informality, or
2. Reject any or all proposals, or portions thereof, or
3. Reissue a Request for Proposals, or

4. Modify the number and types of data to be collected to meet budgetary limitations, or
5. Cancel the solicitation.

#### 7.7 OFFER AND ACCEPTANCE PERIOD

A response to a Request for Proposals is an offer to contract with the Town of Smyrna based upon the terms, conditions, scope of services, and specifications contained in this Request for Proposals. Proposals are an irrevocable offer for ninety (90) days after the proposal opening time and date.

#### 7.8 OFFEROR'S RIGHTS

All materials submitted in response to this RFP become the property of the Town of Smyrna upon delivery to the Town and are to be appended to any formal documentation which would further define or expand the contractual relationship between the Town of Smyrna and the offeror.

### **8.0 MAJOR CONTRACT PROVISIONS**

This section indicates the major terms and conditions a prospective offeror should be aware of in the development of a proposal. This list is not "all-inclusive" but contains the major provisions that might affect the development of a proposal.

#### 8.1 PAYMENT

Payment will be made only after submission of proper invoices to the Town of Smyrna. The contract for this project is to be a fixed price type. Billing shall represent all work completed prior to the invoice date less a 10 percent retainage to be paid upon completion and acceptance of the project. The invoice shall identify the description work performed at the contract rates, and individuals performing the services. Payment of any invoice shall not preclude the Town of Smyrna from making claim for adjustment on any service found not to have been in accordance with the contract.

#### 8.2 TAXES

The Town of Smyrna is exempt from Federal Excise Tax, including the Federal Transportation Tax. Exemption certificates will be furnished upon request.

#### 8.3 CONFLICT OF INTEREST

The Town of Smyrna reserves the right at any time to preclude offering a work assignment to a Contractor should a real, apparent or potential conflict of interest exist as determined by the Town of Smyrna.

#### 8.4 PERFORMANCE STANDARDS

The Town of Smyrna relies upon the Contractor to provide services in accordance with a contract and the performance standards set for each work assignment. The Contractor agrees that time is of the essence, and that contractual commitments shall be met.

#### 8.5 CANCELLATION

Failure to perform any or all of the terms, promises, and conditions of the contract, including the specifications, may be deemed a substantial breach thereof. Default may be declared any time if, in the opinion of the Town of Smyrna:

1. The Contractor fails to perform adequately the services required in the contract;
2. The Contractor attempts to impose on the Town of Smyrna service or workmanship which is an unacceptable quality;
3. The Contractor fails to make progress in the performance of the requirements of the contract, and/or gives the Town of Smyrna a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

After notice of cancellation, the Contractor agrees to perform the requirements of the contract up to and including the date of cancellation, as though no cancellation had been made, and, notwithstanding other legal remedies which may be available to the Town of Smyrna because of the cancellation, agrees to indemnify the Town of Smyrna for its cost in procuring the services of a new Contractor.

The Town of Smyrna shall give the Contractor written notice of default. After receipt of such notice, the Contractor shall have five (5) days in which to cure such failure. In the event of the Contractor does not cure such failure, the Town of Smyrna may terminate the whole or any part of the contract without further consideration by so notifying the Contractor in writing.

#### 8.6 CONTRACT TERMINATION

The Town of Smyrna may terminate the contract, in whole or in part, by written notice when it is deemed to be in the best interest of the Town of Smyrna. If the contract is so terminated, the Contractor will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current contract price.

#### 8.7 AVAILABILITY OF FUNDS

If moneys are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under the contract or which

are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

#### 8.8 CONFIDENTIALITY

1. The Contractor acknowledges that information disclosed to it concerning governmental operations during performance of a contract is confidential and/or proprietary to the Town of Smyrna and shall not be disclosed to third parties without the prior written consent of the Town of Smyrna.
2. The Contractor shall establish and maintain procedures and controls for the purpose of assuring that information in its records or obtained from the Town of Smyrna in carrying out its functions under the contract shall not be used in any manner inconsistent with this REQUEST FOR PROPOSALS nor disclosed to any person or entity without prior approval of the Town of Smyrna. The Town of Smyrna reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to the Town of Smyrna.
3. All proprietary information and all copies thereof shall be returned to the Town of Smyrna upon completion of the work for which it was obtained or developed.

#### 8.9 REMOVAL OF CONTRACTOR'S EMPLOYEES

The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work. The Town of Smyrna may require that the Contractor remove from the job project employees who endanger persons or property or whose continued employment on this study is inconsistent with the interest of the Town of Smyrna.

#### 8.10 CONTRACT TERM

The term of any resultant contract shall commence on the date of notice to proceed, unless terminated, canceled, or extended as otherwise provided herein.

#### 8.11 CONTRACT EXTENSION

The Town of Smyrna reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplemental periods up to a maximum of one hundred twenty (120) days.

#### 8.12 INSURANCE

Without limiting its liability, the selected consultant shall maintain, during the life of the contract; Worker's Compensation Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance. As part of the contract developed from this RFP, the consultant shall include a "Certificate of Insurance" as evidence of this coverage. All required insurance shall be provided by a

company or companies licensed to conduct business in the State of Tennessee. The amounts of coverage shall be negotiated as part of the contract but shall generally be sufficient to protect the Town of Smyrna from liability as a result of this study. This coverage may not be canceled, reduced, or allowed to lapse without written notice to the Town of Smyrna.

#### 8.13 ATTACHMENTS

The proposal shall contain an executed and notarized copy of Attachment A – Fair Employment Practice Statement and Attachment B – Contingent Fees Statement. The Original shall be included with the Original Proposal, and copies shall be included in all 3 copies of the proposal.

**Attachment A**

**FAIR EMPLOYMENT PRACTICES STATEMENT  
AFFIDAVIT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is the

\_\_\_\_\_ of  
\_\_\_\_\_

(Offeror) and that by its employment policy, standards and practices the Offeror does not subscribe to any

personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off

of any individual due to his/her race, creed, color, national origin, age, sex, or handicapping condition.

Further Affiant sayeth not.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**Attachment B**

**CONTINGENT FEES STATEMENT**

**AFFIDAVIT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

In accordance with the State of Tennessee Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is the

\_\_\_\_\_ of  
\_\_\_\_\_ (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

Further Affiant say not.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_