



**Request for Bids (RFB)**

Aquatic herbicide control of *Hydrilla verticillata* in Finger Lakes and Great Lakes Region.

**Release Date: February 9, 2023**

**Bid due date and time: March 13, 2023 at 5:00 P.M.**

Hobart and William Smith Colleges | 300 Pulteney Street | Geneva, NY 14456

**Background/ Scope of Work/ Detailed Specifications**

Finger Lakes Institute (FLI) at Hobart and William Smith Colleges (HWS) is seeking bids from qualified respondents to perform the services identified in the attached Exhibit A - Scope of Work, which is incorporated herein as though fully set forth.

New York State through the New York State Department of Environmental Conservation is the sole intended third-party beneficiary of these services.

**Mandatory Requirements**

All bids submitted in response to this RFB must include the following information. Failure to submit any of the following mandatory requirements may result in your bid being considered non-responsive and may result in elimination from further consideration.

1. Submit completed Bid Proposal Form, IRS Form W-9, Worker's Compensation/Disability Insurance forms or exemptions, Certificate of Liability Insurance, Proof of New York State Pesticide Business Registration, and Proof of Commercial Aquatic Herbicide Applicator Certification.
2. Submit completed "Vendor Assurance of No Conflict of Interest or Detrimental Effect" form (Exhibit C).
3. Bids must include a total contract price that includes the cost of any permitting fees.

**Method/ Response to RFB Inquires**

All requests for information pertinent to the preparation and submission of the bid and the procurement process are to be made in writing to Kate Monacelli, Finger Lakes Institute (FLI), Hobart & William Smith Colleges (HWS), 300 Pulteney Street, Geneva, NY 14456, or via email to [monacelli@hws.edu](mailto:monacelli@hws.edu).

**Bid Submittal**

Bids are due to be submitted by email or mail to the Finger Lakes Institute at Hobart & William Smith Colleges in Geneva, NY. Please put in the subject line of the email or on the envelope the following statement: Bid: Hydrilla RFB. **Bid Due Date and Time: March 13, 2023 at 5:00 P.M.**

Finger Lakes Institute at  
Hobart and William Smith Colleges  
300 Pulteney St.  
Geneva, NY 1445  
Attention: Sam Beck-Andersen  
[BECK-ANDERSEN@hws.edu](mailto:BECK-ANDERSEN@hws.edu)

Please note that the above deadline is for receipt of the bid at the Finger Lakes Institute in Geneva, New York, not for mailing or entrusting to a delivery service. Bids that are received after the deadline will not be considered for award.

Bid submissions must include:

1. Complete Bid Proposal Form

2. IRS Form W-9
3. Worker's Compensation/Disability Insurance Forms or Exemptions
4. Certificate of Liability Insurance
5. Proof of New York State Pesticide Business Registration
6. Proof of Commercial Aquatic Herbicide Applicator Certification
7. Completed "Vendor Assurance of No Conflict of Interest or Detrimental Effect" form.

### **Terms and Conditions**

**Responsive:** Bidders are advised that failure to use the attached form and adhere to the bid requirements, instructions, conditions and timetable may result in a bid being judged non-responsive.

### **Reserved Rights**

To enable HWS to acquire commodities, technology and services at the lowest price or best value from responsible and responsive offers, HWS reserves rights to:

1. Define requirements to meet its needs and to modify, correct and clarify requirements at any time during the process provided the changes are justified and maintain fairness in contracting with the business community;
2. Accept and/or reject any or all Proposals, and waive technicalities or portions of the Proposals in the best interest of HWS;
3. Establish terms and conditions which must be met by all offerers and/or, where permitted by the solicitation, eliminate mandatory requirements that are not met by any offerer;
4. Establish, where permitted by the solicitation, conditions under which the scope of the contract can be expanded and criteria for price increases or decreases during the contract period;
5. Award contracts for any or all parts of the RFB in accordance with the Method of Award;
6. Consider every offer as firm and not revocable for a period of up to sixty (60) days from the quote opening or such other period of time specified in the solicitation. Subsequent to such sixty (60) day or other specified period, an offer may be withdrawn in writing;
7. Have the option to require a bond or other guarantee of performance, and to approve the amount, form and sufficiency thereof.

### **Means of Compensation**

Bidder shall provide complete and accurate billing invoices to HWS in order to receive payment. Billing invoices submitted to HWS must contain all information and supporting documentation required by the Contract and HWS.

**Method of Award**

Hobart and William Smith Colleges will award to the best qualified, responsive, responsible bidder whose bid meets all of the terms and conditions of this RFB. The basis for determining the award shall be documented in the Procurement Record.

**Offer firm for 60 days:** The offer is firm and not revocable for a period of sixty days from the quote opening date. Subsequent to the expiration of the sixtieth day, the offer may be withdrawn in writing.

**Non-Committal Clauses:** This RFB does not commit HWS to award a Contract, pay any costs incurred in the preparation of a bid in response to this Request for Bids, or to procure or Contract for services or supplies. HWS reserves the right to accept or reject any or all Bids received as a result of this RFB, to negotiate with all qualified sources, or to cancel, in part, or in its entirety, this RFB if it is in the best interest of HWS to do so.

**Non-Assignment Clause :** The contract may not be assigned by the Bidder or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the HWS' previous written consent, and attempts to do so are null and void.

The Bidder shall not enter into any sub-contracts with any third party for the performance of any work or services to be performed by Bidder under the contract without the express written permission of HWS.

**Default and Termination**

a. HWS shall have the right to postpone, suspend, abandon, or terminate the contract, and such actions shall in no event be deemed a breach of the contract. In any of these events, HWS shall make settlement with the successful bidder upon an equitable basis as determined by HWS, which shall fix the value of the work which was performed by the Bidder prior to the postponement, suspension, abandonment, or termination of the contract.

b. HWS shall have the right to terminate the contract for:

1) Unavailability of funds

2) Cause

(a) If HWS determines that the Bidder has breached a material term of the contract, it shall issue a written notice, providing the Bidder with 10 days to correct the defect. If the Bidder fails to correct the defect within this time period, or fails to make a good faith effort to do so as determined by HWS, HWS may terminate the contract for cause.

(b) If the termination is brought about as a result of unsatisfactory performance on the part of the Bidder, the value of the work performed by the Bidder prior to the termination shall be fixed solely on the ratio of the amount of such work to the total amount of work

contemplated by the contract.

( c) If the termination is for non-responsibility: Upon written notice to the Bidder, and a reasonable opportunity to be heard with appropriate HWS officials or staff, the contract may be terminated by HWS at the Bidder's expense where the Bidder is determined by HWS to be non-responsible. In such event, HWS may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

### 3) Convenience

(a) If the termination is for the convenience of HWS, and is not brought about as a result of unsatisfactory performance on the part of the Bidder, HWS shall consider the following in determining the value of the work performed:

- (i) The ratio of the amount of work performed by the Bidder prior to the termination of the contract to the total amount of work contemplated by the contract.
- (ii) The amount of the expense to which the Bidder was put in performing the work prior to the termination, in proportion to the amount of expense to which the Bidder would have been put had it been allowed to complete the total work contemplated by the contract.
- (iii) In determining the value of the work performed by the Bidder prior to the termination, no consideration will be given to profit which the Bidder might have made on the uncompleted portion of the work.

**Federally Mandated Contract Clauses:** The Bidder is required to comply with all of the following mandatory contract provisions:

- a. Bidder certifies that it, or its principals, are not debarred, suspended, or proposed for debarment by the Federal Government. Debarment, suspension, or proposed debarment by the Federal Government constitutes grounds for automatic termination of this Agreement. Bidder agrees to immediately disclose in writing to HWS if any employee or agent is debarred, or if any action or investigation is pending or, to the best of Bidder's knowledge, threatened, relating to the debarment of Bidder or any person performing services related to this Agreement. Bidder further agrees to cause each party performing services or providing goods under this agreement, the payments for which are expected to equal or exceed Twenty-Five Thousand Dollars (\$25,000), to provide a certification and agreement substantially identical to the certification and agreement in the first three sentences of this paragraph.
- b. In accordance with 2 CFR Part 200.322, *Domestic Preferences for Procurements*, as appropriate and to the extent consistent with law, the Bidder should, to the greatest extent practicable under this Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Furthermore, this requirement must be included in all subcontracts and Purchase Orders issued by the Bidder under this Agreement.

- c. In accordance with 2 CFR Part 200.216, *Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment*, any federal funds collected under this Agreement cannot be used to procure or obtain, extend or renew a contract to procure or obtain, enter into a contract (or extend or renew a contract) to procure, or obtain the covered equipment, services or systems described in 2 CFR Part 200.216.

**Indemnification Clause:** The successful Bidder shall be responsible for all damage to life and property due to activities of the Bidder, its subcontractors, agents, or employees, in connection with its services under the Contract. This obligation is in no way limited by the enumeration of insurance coverages hereunder. Further, it is expressly understood that the successful Bidder shall indemnify and save harmless HWS, its officers, employees, agents, and assigns.

**Insurance Considerations:** The successful Bidder agrees to procure and maintain at its own expense and without expense to HWS insurance of the kinds and amounts hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under the Contract, and at the levels specified below.

The successful Bidder shall maintain as part of its records a certificate or certificates and appropriate endorsements showing that it has complied with the liability insurance requirements of this Article detailed below. HWS reserves the right to request and/or examine the liability insurance certificate or certificates and all applicable endorsements. Failure of the Bidder to produce the required insurance coverage, endorsements and supporting documentation may be grounds for termination of the Contract.

The certificate or certificates shall provide that:

- Liability and protective liability insurance policies shall provide primary and non- contributory coverage to Hobart and William Smith Colleges for any claims arising from the Bidder's Work under this contract, or as a result of the Bidder's activities.
- All liability insurance certificate(s), endorsement(s) and supporting documentation shall list the Hobart and William Smith Colleges, its officers, agents, and employees, as the additional insureds.
- The policies shall include a waiver of subrogation endorsement in favor of HWS as an additional insured. The endorsement shall be on ISO Form number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Hobart and William Smith Colleges; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.

- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to HWS.
- Applicable insurance policy number(s) referenced on the ACORD form must be referenced in the supporting documentation requested by HWS and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- The Contract shall be void and of no effect unless the Bidder procures the required insurance policies and maintains them until acceptance or completion of the work, whichever event is later.

Bidder shall require that any subcontractors hired, carry insurance with the same limits and provisions as provided herein. The Bidder will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Bidder's records.

**The following types and amounts of insurance are required for the Contract:**

**Worker's Compensation:**

Bidder shall provide and maintain a policy covering the obligations of the successful Bidder in accordance with the provisions of the Worker's Compensation Law, Employer Liability, and Disability Benefits. See below for acceptable forms.

1. Policy covering the obligations of the successful contractor in accordance with the provisions of the Worker's Compensation Law, Employers Liability, and Disability Benefits.

**The *only* forms which are accepted as proof of Workers' Compensation Insurance are as follows:**

<b><u>FORM #</u></b>	<b><u>FORM TITLE</u></b>
C-105.2	Certificate of Workers' Compensation Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12	Certificate of Workers' Compensation Self-Insurance
GSI-105.2	Certificate of Participation in Worker's Comp Group Self-Insurance

The *only* forms which are accepted as proof of Disability Benefit Insurance are as follows:

<u>FORM #</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME:** The New York State Department of Environmental Conservation, Division of Lands and Forests, Invasive Species Coordination Unit, 625 Broadway, Albany, NY 12233- 4250, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Additional information can be obtained at the Worker's Compensation website:

<http://www.web.ny.gov/content/main/Employers/Employers.jsp>

### **Commercial General Liability Insurance:**

Bidder shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the Bidder for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit – \$1,000,000
- General Aggregate – \$2,000,000

Coverage shall include, but not be limited to, the following:

- Premises liability
- Independent contractors
- Broad form property damage
- Personal and advertising injury
- Blanket contractual liability, including tort liability of another assumed in a contract
- Defense and/or indemnification obligations, including obligations assumed under this contract
- Cross liability for additional insureds
- Products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract
- Explosion, collapse, and underground hazards
- Bidder means and methods
- Liability resulting from Section 240 or Section 241 of the New York State Labor Law



The following ISO forms must be endorsed to the policy:

- a. CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- b. CG 20 10 11 85, or, an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B)

Limits may be provided through a combination of primary and umbrella/excess liability policies.

### **Comprehensive Business Automobile Liability Insurance**

Bidder shall provide and maintain Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired, and non-owned automobiles.

### **Status of Parties**

The nature of the relationship which the Bidder shall have to HWS pursuant to any contract shall be that of an independent contractor. In connection with its status as an independent contractor, Bidder hereby warrants that it is in compliance with all tax filing and similar requirements imposed on independent contractors, and acknowledges that it is solely responsible for paying income taxes, FICA taxes, and other taxes and assessments which arise from receipt of payments under any contract. The contract shall not be construed to contain any authority either express or implied, enabling the Bidder to incur any expense or perform any act on behalf of HWS.

### **Governing Law**

This document and any disputes relating thereto shall be construed under the laws of the State of New York.

### **Compliance with Laws and Regulations**

In addition to the terms and conditions relating to laws, rules and regulations which are referenced in this Request for Bids, Bidder agrees to comply with the following provision:

- a) In the performance of the work authorized pursuant to any contract, Bidder agrees to comply with all applicable laws and regulations, as well as policies of the sponsor applicable to Bidder's performance hereunder, and the express terms of HWS' agreement with the sponsor, which shall be deemed to be inserted herein, and any contract shall be read and enforced between the Parties as though all such provisions were included verbatim herein. The provisions include but are not limited to those entitled "Standard Clauses for NYS Contracts", "Standard Clauses for all New York Department of Environmental Conservation contracts", "Standard Clauses for Ethics in all New York State Department of Environmental Conservation Contracts", "Solicitation Document" and "New York State Department of Environmental Conservation Contract No. C010339".

## BID Proposal Form

RFB: Aquatic herbicide control of *Hydrilla verticillata* in Finger Lakes and Great Lakes Region.

Bidder's Name: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

Town, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Total Contract Price: \$ \_\_\_\_\_

Total Contract Price  
(written out): \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

(Note: By signing here, you are agreeing to all terms of the RFB listed above)

**THIS FORM MUST BE USED, A SUBSTITUTE IS NOT ACCEPTABLE**

### **IMPORTANT NOTICE**

Bid submissions must include:

1. Complete Bid Proposal Form
2. IRS Form W-9
3. Worker's Compensation/Disability Insurance Forms or Exemptions
4. Certificate of Liability Insurance
5. Proof of New York State Pesticide Business Registration
6. Proof of Commercial Aquatic Herbicide Applicator Certification
7. Completed "Vendor Assurance of No Conflict of Interest or Detrimental Effect" form

***Failure to include these forms may result in disapproval of the Bid.***

**1. Project Title**

Aquatic herbicide control of *Hydrilla verticillata* in Finger Lakes and Great Lakes Region.

**2. Project Description**

In summer, the certified commercial pesticide applicator (defined herein as the “Contractor”) will perform herbicide treatment of *Hydrilla verticillata* in Cayuga Lake, located in Lansing, NY (approx. 5 acres).

**3. Project Term**

Start March 20, 2023, End October 31, 2023

**4. Project Location**

Lansing Harbor, formerly Finger Lakes Marine Service, Lansing, Tompkins County, NY. See maps attached.

**5. Qualifications and Experience Needed**

Contractor must be certified as a commercial pesticide applicator in New York State pursuant to Part 325 of Title 6 of New York Code of Rules and Regulations (6 NYCRR Part 325). The Contractor must comply with all obligations pursuant to 6 NY CRR Part 325 during the Project Term. Previous experience with Hydrilla control is desired.

The Contractor will generate and submit the Article 15 Title 3 of the Environmental Conservation Law Part 327 of 6 NYCRR permit application, Notice of Intent (NOI) paper application for the project. The Contractor also will evaluate and apply for, if deemed necessary, coverage under the General Permit for Point Source Discharges to Surface Waters of New York State from Pesticide Applications. Contractor shall comply with all permits obtained for the Project.

**6. Project Need/Background**

Hydrilla (*Hydrilla verticillata*) is a highly prolific invasive species that is invading waterbodies in select locations of the Finger Lakes and Great Lakes region. It spreads quickly and causes adverse impacts to water quality, aquatic communities, recreation, and navigation. Hydrilla is difficult to control due to the need for multiple treatments across multiple years.

In late August 2019, Hydrilla was detected within Finger Lakes Marine Service’s marina, on Cayuga Lake in Lansing, NY. This site was treated using a copper-based herbicide in October 2019, then fluridone during the summers of 2020, 2021, and 2022. Cayuga Lake is hydrologically connected to Lake Ontario via the Seneca River and Oswego River. Hydrilla has been documented in other locations on Cayuga Lake, in Tompkins, Cayuga, and Seneca Counties.

Hobart and William Smith Colleges (HWS) intends to contract with a certified aquatic herbicide applicator (i.e., Contractor) to conduct control of Hydrilla in Cayuga Lake using an approved aquatic herbicide, specifically fluridone (Sonar H4C or equivalent), in an effort to control the population.

The Contractor shall be responsible for the purchase, transport and use of approved herbicide for the Project in compliance with all applicable laws and regulations. This shall include, but is not limited to the quantity, dosage, rate and location of its application.

## 7. Project Methodology/Technical Approach

### Permitting:

Contractor will be responsible for the following:

- a. Filing the NYSDEC Aquatic Pesticide permit for the use of fluridone (Sonar H4C or equivalent).
- b. Completing the Notice of Intent (NOI) paper application and forwarding to the client for signature and filing with NYSDEC.
- c. Completing a draft Pesticide Discharge Management Plan (PDMP) to be submitted to HWS for review, acceptance and filing in their records.
- d. Completing the necessary downstream dilution model for the permit.
- e. Develop riparian owner notification list and provide riparian owner notification as required by the permit. This may include multiple mailings consisting of expected treatment dates with a reminder.
- f. Filing a year-end report with the NYSDEC as required by the permit.
- g. Notifying HWS of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

### Lake Aquatic Weed Control:

- a. Growth of Hydrilla shall be treated through the application of fluridone (Sonar H4C or equivalent), upon approval of NYSDEC permits and of HWS.
- b. Treatment shall be conducted when the Hydrilla begins to grow, likely the last week of June or first week of July.
- c. The herbicide shall be applied to allow for appropriate exposure time of up to 90 days.

### Monitoring:

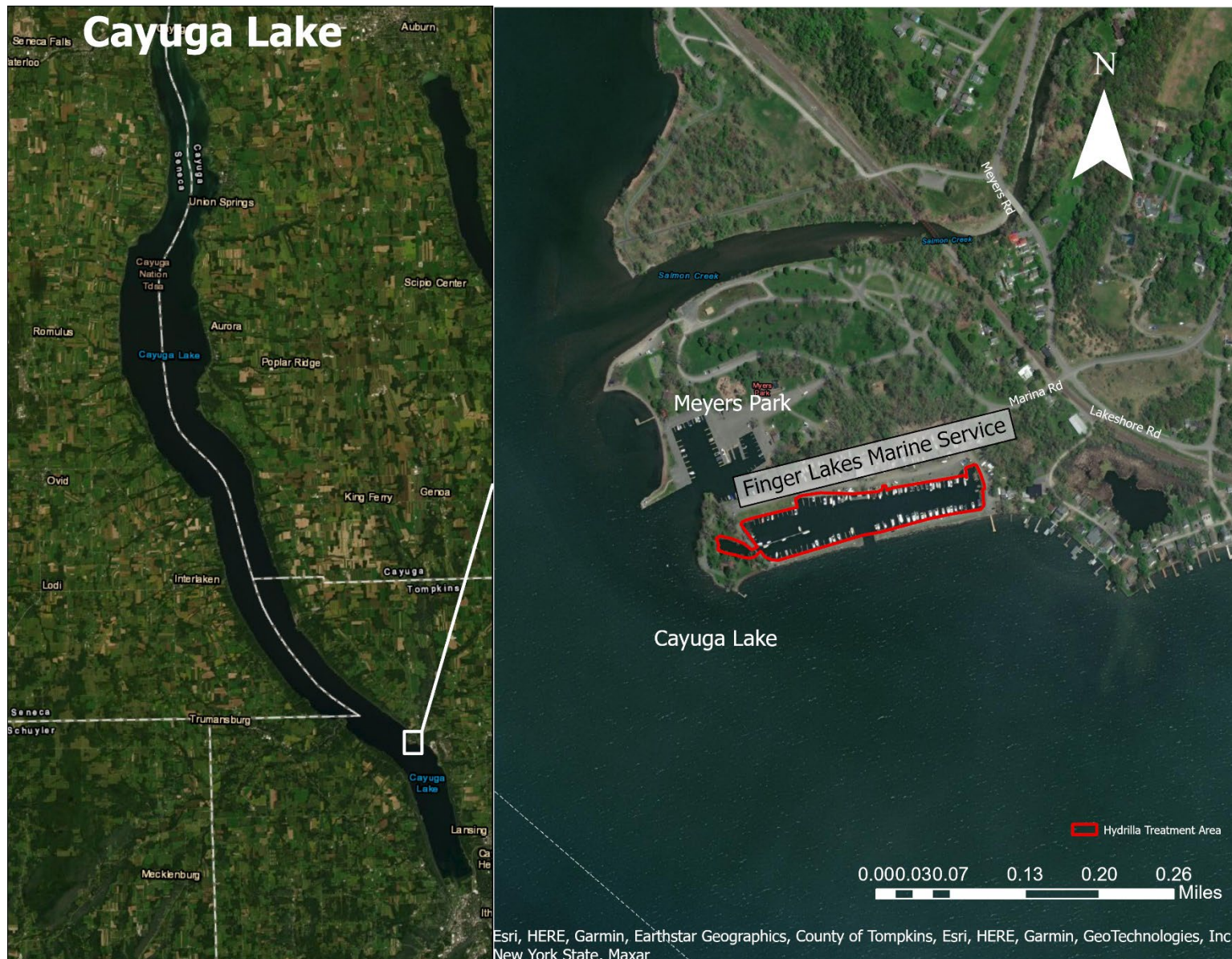
- a. The contractor will inspect the treatment area prior to treatment, and will perform a post-treatment inspection to assess control of the targeted weed growth.
- b. The contractor will perform water quality monitoring during and following treatment to determine herbicide concentrations, ensure that effective herbicide concentrations were achieved and maintained, and ensure that herbicide levels remain below the allowable application rate as specified by New York State. Results will be reported to HWS and others as specified in the permit conditions. During the 2020 control activities, 87 samples were required per DEC (20) and DOH (67). Forty-eight samples were required to be analyzed in 2021. Fifty-four samples were required to be analyzed in 2022.
- c. Monitoring results will be provided to HWS in a summary report upon completion of work.

Aquatic herbicide control of *Hydrilla verticillata* in Finger Lakes and Great Lakes Region.  
Exhibit A- Scope of Work





Aquatic herbicide control of *Hydrilla verticillata* in Finger Lakes and Great Lakes Region.  
Exhibit A- Scope of Work



Payment Schedule

Output #	Task/Product	Date Due
1.	Permit fees	Due upon submittal of permit applications
2.	Provide insurance certificate or certificates and all applicable endorsements to HWS	Due upon acceptance of contract
3.	Obtain necessary New York State permits	Prior to performing herbicide application
4.	Notify riparian owners	As required by permit, prior to treatment
5.	Perform herbicide application(s)	Complete final application prior to October 1, 2023
6.	Perform survey and monitoring	Complete monitoring October 15, 2023
7.	Submit report and invoice	October 31, 2023

## **EXHIBIT C**

### **Vendor Assurance of No Conflict of Interest or Detrimental Effect**

The Bidder offering to provide services pursuant to this RFP/RFA, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this RFP/RFA does not and will not create a conflict of interest with nor position the Bidder to breach any other contract currently in force with the State of New York.

Furthermore, the Bidder attests that it will not act in any manner that is detrimental to any State project on which the Bidder is rendering services. Specifically, the Bidder attests that:

1. The fulfillment of obligations by the Bidder, as proposed in the response, does not violate any existing contracts or agreements between the Bidder and the State;
2. The fulfillment of obligations by the Bidder, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Bidder has with regard to any existing contracts or agreements between the Bidder and the State;
3. The fulfillment of obligations by the Bidder, as proposed in the response, does not and will not compromise the Bidder's ability to carry out its obligations under any existing contracts between the Bidder and the State;
4. The fulfillment of any other contractual obligations that the Bidder has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP/RFA;
5. During the negotiation and execution of any contract resulting from this RFP/RFA, the Bidder will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP/RFA, the Bidder will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Bidder, nor any former officer or employee of the Bidder who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Bidder has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Bidders responding to this RFP/RFA should note that the State recognizes that conflicts may occur in the future because a Bidder may have existing or new relationships. The State will review the nature of any



such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title:

Signature:

Date:

This form must be signed by an authorized executive or legal representative.