

**JUBILEE ACADEMIC CENTER
NOTICE OF REQUEST FOR QUALIFICATIONS**

RFQ FOR A/E SERVICES

Deadline for Questions:

03/05/_/2021_

Closing Date & Time:

03/15/_/2021_

Contact Information:

Ms. Denise Miranda

Email: dept.purchasing@jubileeacademic.org (the "School")

Tel: 210-333-6227

Fax: 210-337-2357

Request Issued By:

JUBILEE ACADEMIC CENTER

(the "School")

Date: 02/25/2021

Purpose of Request for Qualifications

Architectural/Engineering services are required for building design, additions, feasibility studies, and campus improvements in general for JUBILEE ACADEMIC CENTER. This RFQ will allow the School to select the most highly qualified firm to provide the needed services for its future projects.

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this RFQ Invitation, the accompanying RFQ Forms, and all Terms and Conditions associated with this RFQ Invitation, and
3. That he/she proposes to supply any products or services submitted under this RFQ Invitation in strict compliance with the Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this RFQ is accepted, he/she will furnish all products or services awarded under this Proposal in strict compliance with all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U.S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the School of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes.

Name of Proposing Organization

Date

Address

Signature of Authorized Representative

City, State, Zip

Printed Name of Authorized Representative

Telephone Number of Authorized Representative

Position or Title of Authorized Representative

Fax Number of Authorized Representative

STANDARD TERMS AND CONDITIONS

1. **RFQ SUBMISSION:** Proposal must be submitted utilizing this document only and must reach the School's Business Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.
2. **REJECTION/AWARD:** The School reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to the School and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.
3. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify a vendor from consideration.
4. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, a vendor may be removed from approved vendor list.
5. **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the School will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
6. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, Vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by the School's Board of Directors.
7. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 15 days is offered and accepted by the School, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
8. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the School and the Vendor or between the School and the Vendor's employees. The School shall not be subject to any obligation or liabilities if the Vendor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by the School's Workers' Compensation Program.
9. **GOVERNMENTAL IMMUNITY:** The Parties are aware that there are constitutional and statutory limitations on the authority of the School (a quasi public entity) to enter into certain types of contracts, including, but not limited to, any terms and conditions relating to liens on the School's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on the School except to the extent authorized by the laws and Constitution of the State of Texas. Notwithstanding anything to the contrary in this agreement, the Vendor acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to the School under applicable law.
10. **INDEMNIFICATION:** Vendor shall indemnify, defend and hold harmless the School, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind in connection with any acts or omission of Vendor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the School is not the cause of the loss, claim, damage expense or cost.
11. **GRATUITIES:** The School may, by written notice to the Vendor, cancel any agreement without liability to the School if it is determined by the School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the School with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Vendor without the written permission of the School. Any attempt assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
13. **WAIVER:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
15. **INTERPRETATION OF EVIDENCE:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
16. **APPLICABLE LAW:** This contract shall be governed by the policies of the School's Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. The School's Board Policies can be accessed by contacting the School.
17. **ADVERTISING:** Vendor shall not advertise or publish, without the School's prior consent, the fact that the School has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.
18. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Bexar County, Texas.
19. **FUND AVAILABILITY:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the School's Board of Directors or otherwise not made available to the School.
20. **TERMINATION:** The School reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the Vendor, for delay or nonperformance by the Vendor or, if it is deemed in the best interest of the School, for convenience.

**ARCHITECTURAL SERVICES RFQ
SPECIFIC TERMS, CONDITIONS AND INSTRUCTIONS**

1. **SCOPE OF PROJECT:** JUBILEE ACADEMIC CENTER (the “School”), a Texas open–enrollment charter school, issues this RFQ for Architectural/Engineering Services in order to select the most highly qualified firm to provide the needed services for its existing campuses and future new campus projects.
2. **TYPE AND TERM OF CONTRACT:** This is a request for qualifications under which the School may create and maintain a pool of qualified consultants. There is no contract term for this offering.
3. **SCOPE OF SERVICES REQUIRED:** A/E Services for Projects including but not limited to the following:
 - Program development in a team setting with the school and all stakeholders.
 - Taking part of Land/Site selection and evaluation for future expansion projects.
 - Working with the school in developing Construction and Facilities design standards that fit the school’s mission and vision.
 - Providing assessments and remodeling options as part of Due Diligence when the school is purchasing an existing building.
 - Working with the school in developing construction plans for its projects and providing different options for the construction and procurement methods based on timing, budget, or possibly the combination of both to include civil, structural, MEP, landscaping and all other components needed for the project.
 - Assisting the school in meetings with municipalities where needed. This includes but is not limited to plan reviews, remodeling discussions, land zoning, and all other issues involving municipalities or entities of jurisdiction where the work is being done.
 - Evaluating proposals of general contractors and other vendors that will be involved in the school’s projects.
4. **PROPOSAL EVALUATION:** Statements of qualifications shall be opened and reviewed upon receipt. The qualifications package shall demonstrate the respondent’s ability to deliver the architectural services on the basis of demonstrated competence and qualifications. This RFQ is step one in a two-step process and is a qualification-based selection process in accordance with the Professional Services Procurement Act. Cost or price-related evaluation factors will not be included in step one. At the conclusion of step one, the School will compare submittals in order to create a rank-ordering of firms to identify the most highly qualified. Upon approval of the ranking, negotiations may begin in order to reach a contractual agreement for the required services.
5. **PROPOSAL INQUIRIES:** Inquiries pertaining to this offering should be identified by title and date and should be submitted to the contact person identified above either by mail, fax or email. Inquiries by telephone will not be accepted.
6. **PROPOSAL SUBMISSION:** Please submit your proposal via email to dep.purchasing@jubileeacademic.org **no later than 5PM on March 15, 2021.**

**ARCHITECTURAL SERVICES RFQ
OPEN UPON RECEIPT**

FORMAT & ORGANIZATION OF SUPPORT MATERIALS

Please address each of the following sections in your statement of qualifications. Your submittal should be submitted with tabs dividing each section of the response.

Responses shall contain the following information and be submitted in the order shown below.

1) LETTER OF INTEREST

A cover letter which shall include a brief statement of interest, availability, and intent to perform services; general qualifications for selection; and describe what makes your firm uniquely qualified to perform Architectural Services, including any superior qualities; and signature of an authorized officer of the Firm who has legal authority in such matters.

2) GENERAL INFORMATION

a) Provide General information for your Firm.

Firm Name _____

Address _____

City _____ State _____ Zip _____

b) Contact Person(s) – limited to two persons per firm/application

Contact No.1

Name _____

Title _____

Telephone _____ Fax _____

Internet/E-mail address _____

Contact No. 2

Name _____

Title _____

Telephone _____ Fax _____

Internet/Email address _____

c) Type of organization:

_____ Sole proprietorship (individual)

_____ Partnership

_____ Professional corporation

_____ Corporation

_____ Joint venture

_____ other _____

3) COMPLETED DISCLOSURE FORMS AND CERTIFICATIONS (attached)

4) FIRM BACKGROUND AND STAFF

Year present firm established _____
Name of parent company, if any _____
Address _____
List principals of firm _____

Former company name(s), if any, and year(s) established:
Name _____ Year _____ To _____
Name _____ Year _____ To _____
Name _____ Year _____ To _____

Number of employees in firm locally: _____

Total of employees in firm (all office locations): _____

Who will be your designated representative assigned to the School?

Who is the senior member of the firm assigned to the School?

Number of persons with firm: _____

5) INSURANCE REQUIREMENTS

- a) The School requires all Vendors to carry professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage. Professional liability insurance should remain in force during the term of contract and for one year following substantial completion of a project.
- b) Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage. Provide a sample certificate of insurance.

6) CLAIMS

Identify all building projects within the past five (5) years on which Firm, or Firm’s agents, employees or consultants, have rendered professional services wherein a construction or design claim has been asserted. “Claim” means litigation, submission to a dispute resolution board, or the use of the other alternate dispute resolution such as mediation or arbitration. For each such project identified, please state the nature and description of the claim, including alleged claims for professional errors or omissions, contract extras, delay, disruption or impact claims, time extension claims, or other similar claims; including the identity of the owner, Firm or consultant, and contractor, whether Firm, or Firm’s agents, employees or consultants, was a party or alleged to have some responsibility for the claim, and the disposition of the matter.

7) PERSONNEL QUALIFICATIONS

List the names and qualifications of consultant’s personnel proposed for the Qualification Statement. The education, experience, capabilities, and accomplishments of the key design team members who would be assigned to a project. Include brief resumes (1 page or less) of these individuals as well as, any licenses or certifications that they currently hold.

8) ORGANIZATIONAL CHART

Organizational chart, proposed schedule, and summary report reflecting the respondent’s approach and factors to be considered designing these projects. Description of planned effort to provide quality work, meet schedules, and work within an agreed upon budget for construction

9) CURRENT CLIENTS/CURRENT PROJECTS

a) List the total number of local projects currently in progress, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
A.	Elementary Schools			
B.	Middle Schools			
C.	9 th or 9 th 10 th Schools			
D.	High Schools			
E.	Administrative/support Facilities			
F.	Athletic facilities/gyms/field houses			
G.	Auditoriums			
H.	Specialized educational facilities			
I.	Charter School facilities			

b) All projects of any type currently in progress and the name and phone number of the owner’s representative

i) Projects _____
 School _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

ii) Projects _____
 School _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

iii) Projects _____
 School _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

10) COMPLETED PROJECTS/EXPERIENCE PROFILE

a) List the total number of completed projects for the last five years, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
A.	Elementary Schools			
B.	Middle Schools			
C.	9 th or 9 th 10 th Schools			
D.	High Schools			
E.	Administrative/support Facilities			
F.	Athletic facilities/gyms/field houses			
G.	Auditoriums			
H.	Specialized educational facilities			
I.	Charter School facilities			

b) State number of firm’s local school projects and school construction dollars for each of the following years:

2014 _____ \$ _____ 2015 _____ \$ _____
 2016 _____ \$ _____ 2017 _____ \$ _____

c) Please list five completed education-related projects that would be representative of your firm’s work and services provided within the last three years.

Total number of school district or charter school clients in the past three years _____

- i) Project _____
 School _____
 Contact person/title _____
 Phone number _____
 Scope of Project _____

- ii) Project _____
 School _____
 Contact person/title _____
 Phone number _____
 Scope of Project _____

- iii) Project _____
 School _____
 Contact person/title _____
 Phone number _____
 Scope of Project _____

c) List of completed projects involving new construction and renovation of existing educational facilities that have been successfully completed. The list shall indicate the project name, owner, owner’s contact, prime consultant, start and completion dates, size, budget, final cost, cost overruns, and a brief description of each project. Identify projects that have been designed but have not been built.

11) CURRENT WORKLOAD

List Current workload and availability to commence services (as projects demand) immediately after being selected by the School.

12) PROFESSIONAL SERVICES (BASIC SERVICES) PROVIDED BY FIRM

- a) Summarize services provided to the owner as part of the basic services. Please indicate services offered from listing found above in this RFQ:

- b) Other advantages offered by the firm or unique qualifications that would be of benefit to the School:

13) TECHNOLOGY/ELECTRONIC DATA

- a) The School requires service providers to grant to the School a license to reproduce any and all documents, including drawings, specifications, CAD drawings, etc., for purposes of use and maintenance of the building, future alterations to the building, or future additions to the building by other Consultants, assuming the author of such works would not be liable for derivative works.

Will you comply with this request? _____Yes _____No

- b) Please attach any additional information and/or brochures regarding technology that would provide additional information about your firm in relation to this request.

- c) Describe software and other technology utilized in delivery of services offered.

14) APPLICATION SIGNATURE

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, any appointed official or officer of the School, or any employee, agent or other representative of the School, unless specifically allowed to do so by the School.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the firm agrees to allow the School to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other firms competing on the same project.

NAME (Please print or type)

TITLE

DATE

SIGNATURE

Felony Conviction Disclosure Statement

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states “[a] person or business entity that enters into a contract with a school district must give advance notice to Cumberland if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “[a] school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

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

Vendor’s Name

Signature of Authorized Company Official

Authorized Company Official’s Name (Please Print)

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

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Out of State Certification

As defined by Section 2252.001 of the Texas Government Code, a “nonresident proposer” means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “**Resident Proposer**”:

Company Name (Please Print)

I certify that my company qualifies as a “**Nonresident Proposer**”
(NOTE: You must furnish the following information :)

Indicate the following information for your “**Resident State**”: (The state your principal place of business is located in)

Company Name

Address

City

State

Zip Code

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

Yes

No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

Certification: I certify that the information provided above is correct.

Signature of Authorized Representative

Name (Please Print)

Title

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**State of Texas
Health & Human Services Commission
Child Support Certification**

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the Vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security	#
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III.

As required by Section 231.006, the undersigned certifies the following:

“Under Section 231.006, Family Code, the Vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

Signature

Title

Printed Name

Date

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NON COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT	
<p>By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.</p>	
<ul style="list-style-type: none"> I certify that the above information is true and correct. <input type="checkbox"/> YES 	

CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS	
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<p>This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <i>Federal Register</i> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.</p>	
<p>1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.</p>	
<p>2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>	
PR/Award # or Project Name:	
Check applicable box	
<ul style="list-style-type: none"> I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> See attached explanation and complete disclosure forms. 	<input type="checkbox"/>

CLEAN AIR & WATER ACT CERTIFICATION	
(This is a Federal requirement)	
<p>I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.</p>	

CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.
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Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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 in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than 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 in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit StandardForm-LLL, "Disclosure of Lobbying Activities" Form in accordance with its instructions.

(3) The undersigned shall required that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Check applicable box	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	
<ul style="list-style-type: none"> See attached explanation and complete disclosure forms. 	

I (We) the undersigned, agent for the firm, named below certify that all information in the above certifications is true and correct to the best of my knowledge.

Name/Title: _____ **Company Name:** _____
Original Signature: _____ **Date** _____