

**CHATTAHOOCHEE COUNTY SCHOOL DISTRICT  
CUSSETA, GA**

**REQUEST FOR QUALIFICATIONS (RFQ)  
HVAC CONTRACTOR SERVICES  
DECEMBER 2021**

The purpose of this request is to obtain proposals from skilled and proven contractors to provide HVAC related services to the Chattahoochee County School District.

**I. RFQ DETAILS**

**A. General Information:**

The Chattahoochee County Board of Education (the “Owner”) is requesting proposals to provide preventative maintenance for HVAC systems with the Chattahoochee County School System. All proposals shall be mailed or hand delivered to be received in the office of the Superintendent as follows: **One (1) original and two (2) copies of the submittal must be received in hardcopy form no later than noon, 12:00pm, on Wednesday, December 8, 2021 to:**

**Chattahoochee County School District  
Mr. Jake Kemp, Facilities & Operations Director  
326 Broad Street  
Cusseta, Georgia 31805**

Each envelope must be marked as follows:

<b>Attention:</b>	<b>Facilities &amp; Operations Director, CCSD</b>
<b>Title:</b>	<b>RFQ HVAC Services</b>
<b>Name:</b>	<b>Company/Firm submitting the qualifications.</b>

**B. RFQ Questions:**

Contractors interested in submitting proposals shall notify the office of the Superintendent with pertinent contact information (Company/Firm name, Contact Person, Contact e-mail) as soon as possible by email. This will ensure all interested vendors are included in the distribution of correspondence concerning this RFQ (if such correspondence is needed).

Questions or comments concerning this RFQ should be submitted via e-mail ONLY to Mr. Jake Kemp, Facilities & Operations Director at [Jakekemp@chatco.org](mailto:Jakekemp@chatco.org) by **5 pm on Friday, December 24, 2021.**

Responses to the questions will be forwarded to all Responders, who have provided the pertinent contact information as requested above. In order to control information disseminated regarding this Request for Qualifications, organizations interested in submitting proposals are directed not to make personal contact with members of the Board or Education, or District Administration, with the exception of the individual listed above.

**II. EVALUATION OF PROPOSALS**

**A. Chattahoochee County Schools District Evaluation Committee:**

Evaluation of proposals submitted in response to the solicitation will be conducted by officials of the Chattahoochee County School District Evaluation Committee, here to referred to as “DEC”. In the evaluation process, the total Contractor proposal will be considered. However, particular attention will be paid to the criteria which are referenced in Section IV of the request.

**B. Proposal Evaluation:**

During the evaluation of each proposal, the DEC may request additional information for clarification from individual Contractor(s). Each area in Section IV will be assigned a numeric score rating by each DEC member. Any Contractor that fails to submit their proposal as required on time or without proper supporting documentation will result in an automatic rejection of their proposal.

**C. Proposal Award Criteria:**

Specific criteria which will be utilized by the DEC referenced above, are listed in Section IV with relative weight given to each area and must have supporting documentation included with the proposal.

**D. Proposal Recommendation:**

The DEC will make a recommendation to the Superintendent for the regularly scheduled School Board Meeting set for January 11, 2022. Contractors do not need to be in audience at this meeting, as award notifications will be made on **Wednesday, January 12, 2022**.

**E. Proposal Contract:**

The Board of Education will consider the Superintendent's recommendation and may authorize an awardee for contract for HVAC Services. The Owner and Contractor contract period is anticipated to begin Negotiations on or before January 12, 2022.

**III. QUALIFICATION ACCEPTANCE**

**A. Proposal Acceptance:**

Proposals received before and up to **noon, 12:00pm, on Wednesday, December 8, 2021** will be reviewed and evaluated before a decision is determined. The Chattahoochee County School District reserves the right to evaluate all proposals, to waive any informality, to reject any and all proposals, to accept portions of any proposal and to accept any proposal which in its opinion may be in the best interest of the school system.

**B. Proposal Interviews:**

The DEC may elect to conduct post-RFQ interviews with any or all vendors as deemed appropriate and in the best interest of Chattahoochee County Schools. These meetings may be in person or via Zoom.

**IV. PROPOSAL CRITERIA: (100 points total):**

**Criteria 1: Understanding and ability to meet all service requirements (5 points)**

1. Cover letter detailing the acceptance of requirements and policies stated within the RFQ. The cover letter needs to be signed by a representative authorized to legally bind the firm.
2. Company Details: Owner(s) Names, Address, Phone Number, Point of Contact, and Email address.
3. Business Details: submit date organized and operations began.

**Criteria 2: Record of performance/ relevant experiences/references (20 points)**

1. All experience with school based construction projects.  
Listing each school your company has worked with to include dates.  
Also to include for each school, the project scope of work completed and the project cost.
2. Identify any clients that you have provided services for over the past thirty-six (36) months.  
The client list should include the following: company name, mailing address, contact name, telephone number, contact email address, project scope of work provided, project value, and dates of service.

**Criteria 3: Training, qualifications and experience of contract specifics. (30 points)**

1. List of each individual within your company that will be assigned to this contract.  
List to include: names, titles, years of experience, trainings attended, skills possessed, and any areas of certification.  
Particular areas of focus would include but are not limited to the following: HVAC, refrigeration, electrical, and any other HVAC related experience.
2. List the expiration dates of any training/certificates and any new or currently ongoing training programs.

**Criteria 4: Project Planning (20 points)**

1. A complete and detailed plan of how your company can assist in the management, organization, evaluation of need, future planning, and an evaluation of project performance, for projects within CCBOE schools.
2. How your company plans to provide accurate estimated costs/quotes to complete necessary projects for CCBOE Schools.
3. A detailed plan for attracting and retaining new subcontractors needed to help complete any necessary projects

**Criteria 5: HVAC Skills (20 points)**

1. A complete list of areas/skills that you or employees within your company possess.
2. A list of areas/skills that you would have to subcontract out.
3. A list of potential subcontractors for each of those areas that you have worked with in the past thirty-six (36) months. Include subcontractor company name, projects worked, and dates of those projects.

**Criteria 6: Additional Requested Information (5 Points)**

1. Proof of Liability Insurance
2. Proof of Workman's Compensation
3. Evidence of Financial Ability and Bonding Capacity
4. Georgia Security and Immigration Compliance Act Affidavit – Exhibit A
5. Georgia Security and Immigration Compliance Act Affidavit – Exhibit A-1

**Criteria 7: Additional Information Not Requested (0 points)**

**V. SPECIFICATION LIST OF SERVICES:**

The CCBOE Project Needs List for services to be provided by the Contractor includes following:

- A. Necessary/Regular HVAC maintenance including but not limited to regularly changing filters and cleaning indoor and outdoor components, replacing damaged parts, and charging system as needed.
- B. Inspect the entire HVAC system including electrical components and air ducts for leaks.
- C. Emergency HVAC repairs.
- D. Repairing/replacing defective fans and/or thermostats
- E. Repairing frozen condenser coils, blocked condensation drainage and/or refrigerant leaks.

**VI. CAMPUS LOCATIONS**

All work to be performed by the Contractor for the Owner will be at the following locations:

- A. Chattahoochee County Middle/High School  
360 GA Highway 26, Cusseta, GA 31805 - (160,000 sf)
- B. Chattahoochee County Education Center  
140 Merrell St, Cusseta, GA 31805 - (69,000 sf)
- C. Chattahoochee County School District Central Office  
326 Broad Street, Cusseta, GA 31805 - (6,000 sf)
- D. Chattahoochee County Schools Storage Building  
109 Wells St, Cusseta, GA
- E. Chattahoochee County Athletic Facilities

Located across the district

\*All square footage information is approximate.

**VII. NOTICE TO BIDDER:**

**A. Insurance:**

The Contractor, at its expense, shall carry and maintain in full force at all times during the term of the contract the following Insurance:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

**B. Compliance with CCSD Policies:**

Statement of Assurance and Non-Collusion Affidavit & Contractor Affidavit and Agreement indicating compliance with O.C.G.A. 13-10-91 (compliance with Federal Work Authorization Program.) These are included in the Section IX of this RFQ for information purposes. Each Contractor, before submitting proposals, shall become fully informed as to the extent and character of the services required. No consideration will be granted for any alleged misunderstanding of the services to be furnished.

## **VIII. SCOPE OF WORK/SERVICES:**

- A. The Owner requires that the Contractor be experienced and has an acute knowledge of HVAC systems.
- B. The Contractor will be available to meet within 24 hours of notification from the Owner to include but not limited to: review, discuss, estimate costs, prepare a plan of action, provide a material needs list, provide needed labor, supervision of all labor; a list of quality and legal sub-contractors to work with as needed.
- C. Scope of services includes, but is not limited to: inspection, repair, replacement, adding new components that are related to HVAC Systems.
- D. The Contractor will provide all consumables and needed materials to complete projects.
- E. The Contractor will provide a Site Supervisor/Point of Contact who will work with the Facilities & Operations Director to meet the needs of Projects for CCBOE campuses and facilities.
- F. Contractor is required to but not limited to the following: clean, remove debris, mark off areas for safety, secure all tools, supplies, and other items needed to complete projects.
- G. All employees of the Contractor must be provided ID badges that must be worn at all times while on the job. (Chattahoochee County Schools-issued ID badges may be issued to the Contractor employees in lieu of Contractor badges.)
- H. The Contractor must comply with all statutes of the Equal Opportunity Employer Act of the state of Georgia, and be a Drug-Free Employer. Criminal background checks must be run on all employees. Background checks should be permanently maintained on file and copies sent to the Chattahoochee County Board of Education for approval before being assigned to any campus facility of the Chattahoochee County School District.
- I. During the contract period, the Owner and/or the Contractor may terminate the agreement if a breach occurs which is not resolved within thirty days after written notice. Total due payment will be prorated for the number of months that services were actually provided.
- J. Individual projects will be quoted and approved through the office of the Facilities & Operations Director prior to beginning any work. Invoices must be submitted by the end of the project, with payment from the Owner to be made by the end of the next month.
- K. The Contractor and Owner will negotiate a yearly retainer amount which can be paid yearly or monthly divided by the number of months in the given year. This contract can be renewed by the agreement in writing from the Contractor and Owner for up to Five (5) years.
- L. The Contractor will not be expected to provide services that include general Maintenance/Handiwork in and out of the school buildings as directed by Facilities & Operations Director (Ex: installing pencil sharpeners, tightening desks and tables, changing ceiling tiles, small painting projects/touchups, moving furniture, checking for tripped breakers, etc.).
- M. The Contractor will be responsible for any work out-sourced to subcontractors to include but not limited to: cost over the agreed upon quote to complete the project, finishing any work not completed, repairing at their cost any damage done to any CCBOE owned property or individuals.

N. The Contractor will be responsible for ensuring that any subcontractor has the completed all necessary paperwork on file at the CCBOE Central Office, before any work is to begin. Understanding that payment will be withheld until all paperwork is completed to the Owners satisfaction.

O. Owner desires that all projects are completed to agreed specifications and satisfaction of the Contractor and Owner representative.

**IX.**

**ATTACHMENTS:**

- A. Statement of Assurances
- B. Non – Collusion Affidavit
- C. Equal Opportunity Policy
- D. Contractor Affidavit & Agreement
- E. Subcontractor Affidavit & Agreement
- F. Contract Signature Page
- G. Lobbying Certificate & Disclosure

**ATTACHMENT A. STATEMENT OF ASSURANCES:**

**CHATTAHOOCHEE COUNTY SCHOOL DISTRICT  
COMPETITIVELY BID CONTRACTS  
STATEMENT OF ASSURANCE  
COMPLIANCE WITH BOARD POLICY DJE**

The Undersigned Vendor/Contractor provides this Statement of Assurance to the Chattahoochee County School District wherein the Undersigned acknowledges receipt and awareness of Chattahoochee County School District Policy DJE and agrees to observe and to be bound by the Equal Opportunity Policy provisions contained therein. The Undersigned submits this Statement of Assurance, understanding that a failure to submit said Statement of Assurance may constitute a basis for rejecting the Undersigned's bid.

This the \_\_\_\_\_ day of \_\_\_\_\_, (Year).

\_\_\_\_\_  
Contractor

**ATTACHMENT B. NON-COLLUSION AFFIDAVIT:**

**CHATTAHOOCHEE COUNTY SCHOOL DISTRICT  
COMPETITIVELY BID CONTRACTS  
NON – COLLUSION AFFIDAVIT  
COMPLIANCE WITH LAWS OF GEORGIA**

“I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

This the \_\_\_\_\_ day of \_\_\_\_\_, (Year).

\_\_\_\_\_  
Contractor

**SECTION 00400**

**ATTACHMENT C. EQUAL OPPORTUNITY POLICY:**

**From Board Policy DJED  
EQUAL OPPORTUNITY POLICY**

It is the policy of the Chattahoochee County Board of Education to promote and insure equal opportunity for all persons, without regard to their race, color, religion, sex, handicap, or national origin employed by or seeking employment with vendors and/or contractors doing business with the Board. As a condition of doing business with the Board each vendor and/or contractor shall furnish an assurance that its business will be operated in accordance with the policy.

The following equal opportunity clause shall be deemed incorporated into every contract and agreement between the Board and any of its vendors and/or contractors.

“The vendor/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The vendor/contractor shall take appropriate action to ensure that if applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and training.”

In the event of the vendor/contractor’s noncompliance with the nondiscrimination policy of the Board, any contract or purchase order may be canceled, terminated, or suspended in whole or in part and the vendor/contractor may be declared ineligible to transact further business with the Board.



**ATTACHMENT D. CONTRACTOR AFFIDAVIT & AGREEMENT:**

CHATTAHOOCHEE COUNTY SCHOOL DISTRICT  
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the **Chattahoochee County School District** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (ORCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the **Chattahoochee County School District**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV I Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).  
Authority O.C.G.A. 13-10-91

**ATTACHMENT E. SUBCONTRACTOR AFFIDAVIT & AGREEMENT:**

CHATTAHOOCHEE COUNTY SCHOOL DISTRICT  
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with \_\_\_\_\_(name of contractor) on behalf of the **Chattahoochee County School District** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (ORCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV I Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Authority O.C.G.A. 13-10-91

**ATTACHMENT F: CONTRACT SIGNATURE PAGE:**

This agreement is dated as of **January 12, 2022**, by and between the Chattahoochee County Schools Board of Education, (hereinafter called OWNER) and \_\_\_\_\_ hereinafter called CONTRACTOR. OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

**ARTICLE 1. SERVICES**

CONTRACTOR shall provide all services as specified or indicated in the Contract Documents. Contractor shall be responsible for:

- A. Providing a general knowledge of a variety of skills and experiences to work with needed and proposed projects across the school district.
- B. The contractor will be available with 24 hours of notification to review, discuss, estimate costs, prepare a plan of action, provide a material needs list, provide needed labor, supervision of all labor; a list of quality and legal sub-contractors to work with as needed.
- C. Scope of services includes, but is not limited to: inspection, repair, replacement, adding new components that are related to HVAC systems.
- D. The Contractor will provide all consumables and needed materials to complete projects.
- E. The Contractor will provide a Site Supervisor/Point of contact that works with the Facilities & Operations Director to meet the needs of CCBOE campuses and facilities.
- F. Contractor will clean, remove debris, mark of areas for safety, secure all tools, supplies and other items needed to complete projects.
- G. All employees of the Contractor must be provided ID badges that must be worn at all times while on the job. (Chattahoochee County Schools-issued ID badges may be issued to Contractor employees in lieu of Contractor badges.)
- H. The Contractor must comply with all statutes of the Equal Opportunity Employer Act of the state of Georgia, and be a Drug-Free Employer. Criminal background checks must be run on all employees. Background checks should be permanently maintained on file and copies sent to the Chattahoochee County Board of Education for approval before being assigned to any campus facility of the Chattahoochee County School District.
- I. During the contract period, the Owner and/or the Contractor may terminate the agreement if a breach occurs which is not resolved within thirty days after written notice. Total due payment will be prorated for the number of months that services were actually provided.
- J. Individual projects will be quoted and approved through the office of the Facilities & Operations Director prior to beginning any work. Invoices must be submitted by the end of the project, with payment from the Owner by end of the next month.
- K. The Contractor and owner will negotiate a yearly retainer amount which can be paid yearly or monthly divided by the number of months in the given year.
- L. The Contractor will not be expected to provide services that include general Maintenance/Handiwork in and out of the school buildings as directed by Facilities & operations Director (Ex: installing pencil sharpeners, tightening desks and tables, changing ceiling tiles, small painting projects/touchups, moving furniture, checking for tripped breakers, etc.). Contractor must describe a plan for continuous supervision of custodial staff.

M. The Contractor will be responsible for any work out-sourced to sub-contractors to include, cost over the agree quote to complete the project, finishing any work not completed, repairing at their cost any damage done to any CCBOE owned property or individuals.

N. The Contractor will be responsible for ensuring that any sub-contractor has the completed and necessary paperwork on file at the central office before any work is to begin. Understanding that payment will be withheld until all paperwork is completed to the Owners satisfaction.

O. Owner desires that all projects are completed to agreed specifications and satisfaction of the Contractor and Owner representative.

#### **ARTICLE 2. CONTRACT TIME**

The Contractor/Construction Services shall be in accordance with this Agreement, and are to be completed for a minimum of One (1) Calendar Year as specified in the RFQ.

#### **ARTICLE 3. CONTRACT PRICE**

OWNER shall pay CONTRACTOR for completion of services in accordance with agreed negotiated price, which is attached hereto. OWNER shall pay CONTRACTOR monthly for (1) one calendar year unless other terms of payment are agreed upon.

#### **ARTICLE 4. INVOICE PROCEDURES**

Invoices for payment with appropriate supporting documents shall be sent to the following address:

Chattahoochee County Board of Education  
Facilities & Operations Department  
C/O Mr. Jake Kemp  
326 Broad Street  
Cusseta, GA 31805

#### **ARTICLE 5. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents and all other related data identified in the Proposal Documents.
- 5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance, and furnishing of the equipment.

#### **ARTICLE 6. CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the work, consist of the following:

- |               |                                     |
|---------------|-------------------------------------|
| Attachment A. | Statement of Assurances             |
| Attachment B. | Non – Collusion Affidavit           |
| Attachment C. | Equal Opportunity Policy            |
| Attachment D. | Contractor Affidavit & Agreement    |
| Attachment E. | Subcontractor Affidavit & Agreement |
| Attachment F. | Contract Signature Page             |
| Attachment G. | Lobbying Certificate & Disclosure   |

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented by written agreement between both parties.

IN WITNESS WHEREOF, CCBOE OWNER Representatives and CONTRACTOR have signed this Agreement.  
One counterpart each has been delivered to CCBOE and CONTRACTOR.

his Agreement will be effective Wednesday January 12, 2021.

\_\_\_\_\_ Signature of Superintendent or designee

\_\_\_\_\_ Name of Superintendent or designee

\_\_\_\_\_ Contractor's Company Name

\_\_\_\_\_ Signature of Company Representative

\_\_\_\_\_ Name of Company Representative

**ATTACHMENT G. LOBBYING CERTIFICATE & DISCLOSURE:**

**UNITED STATES DEPARTMENT OF AGRICULTURE**

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**CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS**

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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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

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Organization Name

Award Number or Project Name

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Name and Title of Authorized Representative

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Signature

Date