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Request for Proposals

Seeking Project Management Software Solution

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ISSUED DATE: MAY 20, 2021  
SUBMISSION DEADLINE: JUNE 18, 2021 @ 2:00 P.M. EST

RFP COORDINATOR:  
ERICA MANDEVILLE  
PROVIDENCE HOUSING AUTHORITY  
40 LAUREL HILL AVENUE  
PROVIDENCE, RI 02909  
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May 20, 2021

The Housing Authority of The City of Providence, Rhode Island (aka Providence Housing Authority or PHA) is a public agency soliciting proposals from qualified entities/organizations to provide the scope of services specified in this Request for Proposals (RFP).

Proposals will be received until 12:00 p.m. EST on June 11, 2021 at the PHA, Procurement Office, 40 Laurel Hill Ave., Providence, RI 02909. The criteria for evaluating these proposals will be based on the items set forth in the Request for Proposals (RFP). If an award is made based on this solicitation, it will be made to the top rated responsive and responsible "Offeror" which in the judgment of the Agency, best meets the factors presented in this RFP and the long term goals and needs of the Agency. Additionally, a Contract resulting from this RFP shall be subject to all other requirements or restraints that may be imposed by the U.S. Department of Housing and Urban Development (HUD).

Providence Housing Authority:

1. Reserves the right to reject any or all proposals, to waive informality in the RFP process, or to terminate the process at any time, if deemed to be in its best interest.
2. Reserves the right not to award a contract pursuant to this RFP.
3. Reserves the right to terminate a contract award pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
4. Reserves the right to determine days, hours, and locations that the successful proposer(s) shall provide services called for in this RFP.
5. Reserves the rights to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the PHA Contracting Officer (CO).
6. Reserves the right to negotiate the fees proposed by the proposer entity.
7. Reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposal and/or proposals offering alternate or non-requested services.
8. Shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

The Housing Authority of the City of Providence, Rhode Island

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Erica J. Mandeville  
Procurement Officer  
Date: 05/20/2021  
401-709-2504

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## 1.0 Introduction

Providence Housing Authority (PHA) invites qualified entities/organizations to respond to this Request for Proposal (RFP). The focus of the RFP is to select a single entity/organization to provide cloud-based Project Management solution.

## 2.0 Background

**2.1** The Housing Authority of the City of Providence, Rhode Island is public housing agency located in Providence, Rhode Island (hereinafter known as "Providence Housing Authority" and/or "PHA") and that provides various forms of federal subsidized housing and rental assistance to low income families. The Authority was created in 1939 and derives its legal authority from the General Laws of the State of Rhode Island (R.I.G.L. 45-25-1 et al).

Providence Housing Authority (PHA) is home for more than 5,700 residents that reside in the PHA's nine (9) public housing developments (also referred to as AMPs) located in the City of Providence. Four (4) AMPs consist of multi-unit and scattered site housing units for families and five (5) AMPs are high rise buildings for elderly and/or disabled residents. The PHA also administers various Section 8 Housing Assistance Programs which provides rental assistance to more than 2,600 additional households. The PHA employs approximately 250 employees; the administrative offices of the Authority are located at 100 Broad Street, Providence, RI 02903.

The PHA is regularly and consistently recognized as a leader in public housing programs and services. In the past ten years, the PHA has received a number of NAHRO Awards of Excellence, as well as several awards from the U.S. Department of Housing and Urban Development (HUD), and from various other federal, state, and local organizations.

**Mission Statement** - The Providence Housing Authority provides and develops quality and safe affordable housing opportunities and services to address the needs of Rhode Island residents.

## 3.0 Scope of Services

The PHA seeks responses from qualified entities/ organizations to provide a cloud-based project management software solution that will assist the PHA staff with the items below.

As part of its work, it is imperative the selected vendor provides a comprehensive written plan that is affordable and includes the following services:

### 3.1 Tracking information

- 3.1.1 Track elements of the procurement and contracting process, accessible by internal housing authority stakeholders.

### 3.2 Searchable fields and requirements

- 3.2.1 Contract term: pertinent stakeholders are notified when contract term is approaching.
- 3.2.2 Dollar amount of procurement; ability to track and add change orders
- 3.2.3 Board of Commissioner approval indicator
- 3.2.4 Track invoices. Has ability to notify pertinent stakeholders a specific contract is approaching a \$100,000 threshold.
- 3.2.5 Type of procurement
- 3.2.6 Method of procurement

- 3.2.7 Funding Sources; including procurements with dynamic (multiple) funding sources.
- 3.2.8 Reminders that notify stakeholders of pertinent deadlines and contract renewal dates.
- 3.2.9 Status of individual contracts (open, closed, void, etc)
- 3.2.10 Vendor demographic information
- 3.2.11 Location (AMP) of contracted services
- 3.2.12 Project Manager
- 3.2.13 Contract code/unique identifier assigned to each project/contract

### **3.3 Software Demo**

- 3.3.1 If the PHA moves forward with a cloud-based project management solution, a software demonstration will be required.

## **4.0 Vendor Requirements**

- 4.1 Vendor will provide detail information regarding; the cloud platform (we are a government agency), storage backup information/schedule and business continuity plan.
- 4.2 Vendor offices must reside within the United States, vendor cannot outsource to a 3<sup>rd</sup> party that is located outside of the United States. Indicate where your support center is located – United States, outside of the United States.
- 4.3 Vendor must list how long after executing the contract will they need to begin this project, and how long until the software is operational.
- 4.4 Vendor must supply resumes and/or other evidence of qualifications for personnel assigned to the project.
- 4.5 Vendor to provide five (5) references for cloud-based Project Management software projects that have been completed within the past 3 years (include completion date).

## **5.0 Information Requirements**

For the purposes of understanding more about your company and your ability to successfully fulfill the PHA's requirements; please provide the information below as part of your response, clearly referencing each specific question.

### **5.1 Corporate Information**

- 5.1.1 Will you subcontract any components of this project to third-party organizations? If so, please describe the components to be subcontracted and provide details of any agreement in place with the subcontracted firm/individuals as well as a summary of past Project Management software work that you have successfully completed together; include offices/locations of third-party organizations. All costs associated with any third-party will be the responsibility of the vendor.

## **6.0 Response Contents and Format**

Please complete all sections of the RFP and provide the information requested. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFP will serve as the basis for the consideration of your potential as the vendor to evaluate our current wireless network system.

All research and work performed hereunder must be done so in an independent and unbiased manner. Entities or parties having business, personal or social ties to affordable housing will not be precluded from submitting a Proposal in response to this RFP, but all Proposals must be unbiased toward any special interest group, housing variable category, or population demographic. Any connection to a specific group

must be disclosed in the Proposal.

## **7.0 Proposal Format and Evaluation Format**

7.1 No later than **2:00 pm EST, on June 18, 2021**, an original and five (5) copies of the Proposal must be submitted in a sealed envelope addressed to the attention of:

Erica Mandeville, Procurement Officer  
Providence Housing Authority  
40 Laurel Hill Avenue  
Providence, RI 02909

The Original submittal is to be marked on the outside of the proposal "Original".

7.2 The submittal must include page numbers and shall be arranged in the following format and sequence together with required attachments specified below in Section 19.0. Proposals will be evaluated using the four factors and their respective assigned values as follows:

- A. Letter of Interest (5%)** - The letter should: specify the proposer's interest in the project; demonstrate a comprehensive understanding of PHA's current and future needs; and briefly explain why the proposer feels it is best qualified to undertake this engagement. Please also identify the principal staff who would be assigned to this engagement.
- B. The Technical Approach and the Response Plan(s) (30%)** - A detailed description of the approach, proposed work plan, and time frame.
- C. Demonstrated Experience and Capacity in Similar Engagements (30%)** - The prior experience identified by the proposer in similar engagements, including, but not limited to, experience with demonstrated course of action and a history of strategies related to future course of action. The proposer will provide contact information on five (5) references (if possible, Housing Authorities, non-profit agencies or governmental entities) from prior clients with similar engagements and provide a brief description of the role the proposer played in each engagement.
- D. Cost Proposals (35%)** - PHA requests: a detailed cost proposal with not to exceed total costs and reimbursable expenses; including licensing fees (per user/per agency) and expenses, total number of hours and time period to have software operational, and training costs (per user/per agency).

## **8.0 Cost Incurred in Responding**

- 8.1 All costs directly or indirectly related to preparation of a response to the Request for Proposal or any oral presentation required to supplement and/or clarify the submittal which may be required by the PHA shall be the sole responsibility of and shall be borne by Offeror.
- 8.2 Each firm by submitting its proposal waives any claim for liability against the PHA as to loss, injury and costs or expenses, which may be incurred as a consequence of its response to this document.

## **9.0 Pre-Bid Meeting**

A pre-bid meeting is not scheduled for this RFP due to COVID social distancing policy. Please direct all questions to Erica Mandeville; contact information provided in Section 10.0 Inquiries.

#### **10.0 Inquiries**

Questions submitted via e-mail will be accepted **until 12:00pm EST on June 11, 2021**. Direct all questions to:

**Erica Mandeville**  
**Providence Housing Authority**  
**40 Laurel Hill Avenue**  
**Providence, RI 02909**  
[EMandeville@provhousing.org](mailto:EMandeville@provhousing.org)

#### **11.0 Submission Deadline**

**June 18, 2021 at 2:00 pm eastern standard time**, PHA located at 40 Laurel Hill Ave., Providence, RI 02909.

#### **12.0 Rejection**

- 12.1 PHA reserves the right to reject any and all submittals, waive any informality in the solicitation process or parts thereof, and/or to re-solicit new Proposals.
- 12.2 PHA does not guarantee that a contract will be awarded as a result of this Request for Proposal.

#### **13.0 Contract Compliance Statement**

- 13.1 The Offeror shall state his/her/its compliance with all applicable rules and regulations of Federal, State and Local governing entities and that they are not excluded from Federal procurement programs. Offeror must state compliance with terms of this Request for Proposal (see attachments).
- 13.2 The Offeror must demonstrate that the proposal meets **all** applicable rules, regulations, permitting, registration and licensing requirements, whether Local, State or Federal. It is the responsibility of the potential Contractor to determine the applicability of any rule, regulation or other requirement.

#### **14.0 Terms and Conditions**

The following shall be essential terms and conditions of any agreement resulting from this solicitation:

- A. Termination. The **PHA** shall have the right to terminate the Agreement at any time and reserves the right to terminate this Agreement for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the Contractor. Payment to the Contractor shall be made for work performed prior to receipt of the termination notice, together with the Contractor's reasonable, subject to PHA approval, cost for closing down its work, and the Contractor shall have no claim for loss of anticipated profits or any additional compensation.
- B. Breach of Agreement. If the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner or if it shall violate any of the terms of this Agreement, the **PHA** shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term "breach of agreement" specifically includes, but is not

limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

Notwithstanding the above, the Contractor shall not be relieved of liability to the **PHA** for damages sustained by virtue of any breach by the Contractor.

- C. Modification of Agreement. Such Agreement may be modified only by written amendment executed by all parties.
- D. Partnerships/Joint Ventures. Such Agreement shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of such Agreement shall hold itself out in a manner contrary to the terms of this RFP. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this RFP.
- E. Waiver. No waiver of any provision of such Agreement shall affect the right of the **PHA** thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- F. Prohibition Against Gratuities and Kickbacks.
  - a) Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
  - b) Kickback. It shall be a breach of ethical standards for any payment gratuity or offer of employment to be made by or on behalf of a sub consultant under a contract to the prime contractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- G. Indemnification. The Contractor shall agree to indemnify and hold the **PHA**, its officers, agents and/or employees harmless from and against any and all lawsuits, damages and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the PHA, its officials, agents and/or employees for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of the Contractor and/or the Contractor's servants, agents and/or employees.
- H. Assignment-Consent Required. The provisions of such Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such Agreement nor any of the rights and obligations of the Contractor hereunder shall not be assigned, subcontracted or transferred in whole or in part without the prior written consent of the PHA.

Any such assignment transfer or subcontract shall not release the Contractor from its obligation hereunder. Any approved assignee shall assume each and every obligation of the Contractor hereunder and PHA may contract with or reimburse any such assignee without waiving any of its rights against the Contractor.

- I. Entire Agreement. Such Agreement shall set forth the entire Agreement between the parties with respect to the subject matter hereof, and shall govern the respective duties and obligations of the parties until and unless a more formal Agreement is entered into between the parties.
- J. Force Majeure. No party to such Agreement shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of Government, act of public enemy or other cause of similar nature beyond its control.

#### **15.0 Miscellaneous Provisions**

The resulting Contract Agreement will provide that Contractor and the **PHA** mutually agree as follows:

- A. Ownership of Documents. All data and records prepared or obtained under this Agreement shall be made available, upon request, to the **PHA** without restriction or limitation on their use.
- B. Personnel. The Contractor represents that he/she/it has or will secure at his/her own expense, all personnel and staff required in performing the services under this Agreement. Such personnel and staff shall not be employees of or have any contractual relationship with the **PHA**.
- C. Interest of Other Local Public Officials. No member of the governing body of the locality in which the area of the Project is situated and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Agreement pertains shall have any personal interest, direct or indirect, in the Agreement.
- D. Access to Records. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and appropriate accounting procedures and practices. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures and guidelines of the reviewing or audit agency.
- E. The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all data, information, materials and documents obtained, discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda, letters, or other correspondence and materials obtained during the performance of services or tasks under this Contract.
- F. Personally Identifiable Information (PII) and Findings Confidential. Contractor agrees to comply with the Privacy Act of 1974 (the Act) and all rules and regulations issued pursuant to it in the collection and use of protected Personally Identifiable Information. And, all reports, information, data, etc.,

prepared or assembled by or for the Contractor and/or Authority under this Agreement containing private or confidential information of recipients of public housing assistance (except as may be expressly authorized) or any other such protected information shall not be made available to any individual or organization other than the Authority without the prior written approval of the Authority.

## **16.0 Insurance**

- A. **Worker's Compensation Insurance.** Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and if appropriate, Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.
- B. **Automobile Liability Insurance.** Bodily injury and property damage combined single limit in the minimum amount of \$250,000 for each occurrence, \$500,000 aggregate.
- C. **Vendor's Professional Liability Insurance.** Bodily injury and property damage combined single limit in the minimum amount of \$1,500,000 each occurrence, \$2,000,000 aggregate.
- D. **Cyber Liability Insurance.** Should the Vendor's data, equipment and/or systems become compromised or breached, include in your proposal your Cyber Liability Insurance policy and state if it contains provisions for protecting the PHA from loss or damage; indicate if the coverage for the PHA includes:
- E. **Cyber Extortion Expenses.** Vendor or Vendor Insurer to pay all necessary costs and ransom fees for any cyber extortion.
- F. **Legal Expenses.** If our clients suffer a loss after a data breach, they may have grounds or legal action against the vendor.
- G. **Notifying Clients.** Notify each client whose information may have been compromised.
- H. **Credit monitoring services.** Offer clients credit monitoring services for a term of (1) one year thru a leading credit monitoring service.
- I. **Marketing campaigns.** Pay for a good-faith marketing campaign to help our business get back in your community's good graces.

Items labeled C to I shall have coverage in the minimum amount of \$1,500,000 each occurrence, \$2,000,000 aggregate.

## **17.0 Licensing & Business Requirements**

The Offeror is responsible to comply with all governmental licensing requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the potential Contractor to determine the applicability of any rule, regulation or other training or certification requirement.

## **18.0 Equal Employment Opportunity**

The Offeror shall affirm that it does not have or subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age or gender or physical handicap, and that it has not been charged or found guilty of such discriminatory practices.

## **19.0 Diversity Business Enterprise (DBE) Program Requirements**

Consistent with Presidential Executive Orders 11625, 12138, and 12432, the proposer shall make efforts to ensure that minority, women and small business enterprises businesses are utilized whenever possible. Efforts to achieve minority, women and small business participation shall include, but shall not be limited to:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.
- f) Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to small IT Consulting firms or IT Consulting firms owned or controlled by socially and economically disadvantaged individuals. If this is done, that fact and the name of the proposed subcontracting firms must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting of services provided herein will be allowed without the express prior written consent of the PHA.

## **20.0 The following Information and fully executed Attachments shall be included with Proposals:**

- A. Company Information**
- B. Client References (list 5)**
- C. Fair Employment Practice Statement**
- D. Contingent Fees Statement**
- E. Non-Collusive Affidavit**
- F. Certification for Contracts, Grants, Loan and Cooperative Agreement**

**ATTACHMENT A**  
**COMPANY INFORMATION**

**Name of Organization** \_\_\_\_\_

**Business Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Name of Principal Owners** \_\_\_\_\_  
**(Leave blank if publicly owned)**

**Number of Years in Business** \_\_\_\_\_

**Location of office which** \_\_\_\_\_  
**would service the PHA**

Attach any additional information regarding your firm's background, which would be useful in assessing your proposal.

## **ATTACHMENT B**

### **CLIENT REFERENCES**

**PLEASE PROVIDE ON A SEPARATE SHEET OF PAPER LABELED ATTACHMENT B, FIVE (5) CLIENT REFERENCES. INFORMATION SHOULD INCLUDE:**

Customer Name

Address

Contact Person

Phone Number

E-mail Address

A brief description of the role the consultant played in the engagement(s) for this client and the current implementation status of such project(s).

**ATTACHMENT C**

**FAIR EMPLOYMENT PRACTICE STATEMENT AFFIDAVIT**

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

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

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is \_\_\_\_\_ of \_\_\_\_\_ (Contractor) and that by its employment policy, standards and practices the Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, laying off of any individual due to his/her race, creed, color, national origin, age sex, or handicapping condition.

Any further Affiant sayeth not.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

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

\_\_\_\_\_  
NOTARY PUBLIC

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

**ATTACHMENT D**

**CONTINGENT FEES STATEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

In accordance with the Providence Housing Authority's policy, it is a breach of ethical standards for a person to be retained, or to upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After being first duly sworn according to law, the undersigned (affiant) states that he/she is the \_\_\_\_\_, of \_\_\_\_\_ (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

And further Affiant sayeth not.

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

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

\_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

**ATTACHMENT E**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_ of \_\_\_\_\_, the Vendor that has submitted the attached Proposal:

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and has not, in communications or conference, with any person, agreed to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Providence Housing Authority or any person interested in the proposed contract; and that all statements in said proposal of bid are true; and;

(4) Any professional fees arrived at during negotiations must be fair and proper and are not to be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Professional or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

**ATTACHMENT F**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOAN AND COOPERATIVE AGREEMENT**

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 persons, 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Signature of Authorized Official)

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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