**Request for Proposal**

**For On-Site Security Services**

The McKeesport Housing Authority (MHA) is issuing a competitive Request for Proposal (RFP) for qualified individual/firms to provide On-Site Security Services.

**Obtaining the RFP:** Please contact Steve Bucklew at (412) 673-6942 ext. 102, download from the McKeesport Housing Authority website [www.mckha.org](http://www.mckha.org), or email [sbucklew@mckha.org](mailto:sbucklew@mckha.org) to obtain a copy of the RFP package. There will not be a cost for requesting a package.

**Questions:** Any questions or requests for further information or clarification must be directed to Steve Bucklew in writing, either through US mail (please use certified mail) or email sbucklew@mckha.org no later than May 30, 2024 at 4:30 pm EST

**Submission Deadline:** Sealed Proposals, in accordance with conditions defined in the RFP, must be received via USPS Certified mail, overnight delivery services (UPS, Fed Ex, etc.) or hand delivered to the MHA Central Office **no later than 4:00 PM EST Tuesday, June 4, 2024** at the address below. All submissions will be date stamped upon receipt. **No submittals will be accepted after this time.** **Faxed or emailed submittals will not be accepted.** Please submit three **(3) copies of the RFP**, with the exception being the HUD #5369-C and Section 3 Certification forms, only one copy is needed of those forms. Women and Minority owned businesses are strongly encouraged to submit their Qualifications.

**Submission Instructions:** Submit a sealed Proposal marked **“Site Security”** to Steve Bucklew**, c/o McKeesport Housing Authority, 2901 Brownlee Avenue 2nd Floor, McKeesport, PA 15132.** No proposals shall be opened before the submission deadline. If an Individual/Firm has submitted proposals in error, the original proposal may be picked up and resubmitted before the submission deadline. Submissions will not be publicly opened. It is the responsibility of the Individual/Firm to indicate which parts of the RFP are “confidential” or “proprietary”, as bid documents are considered public records, subject to inspection upon written request.

**Evaluation:** MHA expects to select the Individual/Firm that is best qualified to provide the services described in this RFP based upon the evaluation criteria set forth in the RFP. MHA reserves the right to waive any information or irregularities in submittals, or to reject any and/or all proposals. MHA may also award this contract to multiple firms who specialize in On Site Security.

A black and white symbol of a person in a wheelchair

Description automatically generatedA black and white logo

Description automatically generated

**McKeesport Housing Authority**

**Request for Proposal**

**The McKeesport Housing Authority is seeking proposals for On Site Security Services** for a 3 Year contract period with the option to extend the contract each year for an additional 2 years.

**Proposals are due:** June 4,2024 by 12:00 Noon EST

Please deliver your proposal to:

**McKeesport Housing Authority**

**2901 Brownlee Avenue – 2nd Floor**

**McKeesport, Pa 15132**

Attn: **Steve Bucklew**

**Agency Overview**: McKeesport Housing Authority (MHA) is a federal funded agency, which owns over 800 low-income housing units and subsidizes over 400 private rental units in the City of McKeesport. The authority’s operations consist of 5 major housing communities. These facilities include townhouses, single-family homes and high-rise buildings. They locations are as follows:

**Crawford Village Steel View Manor**

**McKeesport Towers Isbir Manor**

**Harrison Village**

**Project Overview**: The purpose of this RFP is to find an organization(s) on an as needed basis that can provide on-site security (MHA may select more than one firm to provide the needed security coverage). This will include but not limited to building entrance security, site patrols, on-site surveillance monitoring, documenting issues with MHA properties, interacting with Security Director, Deputy Executive Director, Executive Director, Property Manager and/or City of McKeesport Police Department (MCKPD) to address security issues. The Security Firm will need to provide a daily emailed report of activities at each location assigned by MHA.

**Selection Criteria**: Proposals will be graded on a point system; based on the Security Firm(s) ability to provide safe and efficient site security to our residents and communities.

1. **Years of experience in multi-family/elderly communities (20 points)**
2. **Experience, Security Certification, and training of staff (20 Points)**
3. **Familiarity with existing MHA site surveillance equipment, software, and systems (please contact Steve Bucklew for detailed description of security equipment and software in place** [**sbucklew@mckha.org**](mailto:sbucklew@mckha.org) **(412) 673-6942 ext. 102) (10 points)**
4. **Evidence of immediate staffing capability to provide security coverage (10 Points)**
5. **Hourly Rate for security service (40 points)**

**Cost of services and components – Clearly define the hourly rate charged for the following categories of services:**

**Hourly Services Rates Year 1 Year 2 Year 3 Year 4 Year 5**

**Unarmed Security Guard** **\_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_**

**COMPONENTS:**

The Housing Authority whenever possible utilizes Federal (GSA), Pennsylvania (Dept. of General Services) and Local Municipality Cooperative Pricing Contracts to obtain goods or services. **Please detail whether or not your firm is willing to supply needed services under any or all-available government/cooperative pricing contracts.** Please provide referrals of Government Municipal / Non-Profit customers whom you supplied such pricing.

In order for your proposal to receive the maximum points entitled, it is imperative you include documentation supporting all claims (i.e., copies of degrees, PA Act 235 certifications, diplomas etc.).

**Other Required Submissions:**

Proof of current general liability or professional liability insurance is required.

Coverage minimum: $100,000 per claim. McKeesport Housing Authority shall be listed as additional insured.

**INDEFINITE SERVICE CONTRACT LIMITS**

MHA expects this contract to utilize a minimum quantity of services in the amount of $50,000 a year and not to exceed $200,000/year during each of the contract years with an allowance for 3% annual inflation allowance.

Contract Terms and Conditions

### CONTRACT

This Agreement is made as of between MCKEESPORT HOUSING AUTHORITY, a body corporate and politic created under the provisions of the Housing Authorities Law, as amended, having its principal office at 2901 Brownlee Avenue 2nd Floor, McKeesport, Pennsylvania 15132 ("**Authority**"), and , having its principal office at ("**Contractor**").

Authority desires the Contractor to provide **On-Site Security Support Authority Wide.**

Contractor desires to provide to the Authority **On-Site Security Support Authority Wide.**

### AGREEMENT

In consideration of the mutual covenants and promises set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

#### **Engagement.**

1. Authority hereby engages Contractor to perform the work set forth on

Attachment 2 (the "**Services**").

1. Contractor hereby accepts such engagement and covenants that Contractor will devote and will cause its employees to devote their best efforts, knowledge, and skill to the performance of the Services and such additional services as may be mutually agreed upon by Authority and Contractor. It is understood that the Contractor’s Services shall be rendered at such times and places as directed by the Authority.
   1. **Contractor Conflicts**. Contractor agrees that neither Contractor nor its employees shall, directly or indirectly, engage in any activity, which would detract from Contractor’s ability or its employees' ability to apply their best efforts, knowledge, and skill to the performance of the Services. The contractor is charged with the responsibility to promptly disclose to the Authority any situations that may create possible conflicts of interest so that appropriate action can be taken to address such situations. No member, official, or employee of Authority, during his or her tenure or for one year thereafter, shall have any interest in this Agreement or the proceeds thereof.

Contractor may not participate in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

In the event Contractor is or becomes aware of a conflict of interest and fails to disclose the conflict to Authority; the Authority may immediately terminate this Agreement pursuant to paragraph 7(ii)(a) hereof.

* 1. **Compensation**. In full compensation for the Services to be rendered by Contractor to Authority hereunder, Authority agrees to pay Contractor for the Services the fee set forth on **Attachment 1**, however, the total compensation of costs for services shall not exceed $200,000.00 per year. No work or expenses for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the Authority.

Contractor shall submit invoices to Authority, which invoices shall include an itemization of the hours expended by Contractor and Contractor's employees and the nature of the Services performed and shall be prepared in a form reasonably satisfactory to Authority.

The contractor shall use its reasonable business efforts to submit invoices within 45 days of rendering Services.

All original invoices must be mailed directly to the following address:

McKeesport Housing Authority

2901 Brownlee Avenue, 2nd Floor McKeesport, PA 15132

The Authority shall use its reasonable business efforts to process and pay such an invoice within 30 days of its receipt.

* 1. **Term**. The commencement date for performing the Services shall be the date of this Agreement, listed above, and will continue for **an initial term of three (3) years with two (2) one (1) year extension options, for a total of five (5) years*,*** at the discretion of the Authority, unless sooner terminated as provided herein.
  2. **Contractor’s Obligations.** Contractor shall comply with the following:

1. If requested, Contractor will submit monthly written narrative progress reports to the Authority. Contractor shall retain all records in connection with this Agreement or the Services provided herein for a period of three years after all payments required herein are made and all other pending matters are closed.
2. This Agreement is subject to and incorporates herein the provisions of the U.

S. Department of Housing and Urban Development regulations for the Comprehensive Grant Program and the sections of the Code of Federal Regulations that are applicable to said program.

1. The rules and regulations of the Office of Management and Budget (OMB) Circular A-133 apply. If the Contractor is a non-profit organization incorporated under the laws of the Commonwealth of Pennsylvania, the Contractor shall provide a copy of its annual Audit or Review, whichever is required by the Pennsylvania Bureau of Charitable Organizations.
   1. **Insurance**. Contractor will obtain and maintain (a) workers' compensation insurance in accordance with State Workers’ Compensation Law; and (b) liability insurance with a

combined single limit of not less than $100,000.00 per occurrence with insurers reasonably acceptable to Authority. Authority will be named as an additional insured on each of such liability policies and such coverage shall be on a primary and not contributory basis. The contractor will deliver to the Authority certificates evidencing such policies prior to the commencement of the Services and will deliver evidence of the renewal or replacement of such policies at least 30 days prior to the expiration thereof. Each of such policies will contain a waiver of the insurer's rights of subrogation against Authority.

#### **Termination.**

1. The Authority may terminate this Agreement for convenience upon 30 days' prior written notice to the other party.
2. This Agreement shall terminate automatically without notice upon the occurrence of any of the following events:
   1. A material breach of this Agreement by Contractor.
   2. Contractor or Contractor's employees engaging in conduct materially injurious to the Authority or to itself/themselves, including but not limited to acts of dishonesty or fraud, commission of a felony or a crime of moral turpitude, or alcohol or substance abuse.
   3. Contractor's continuing refusal to substantially perform the Services.
   4. Contractor becomes insolvent or makes a general assignment for the benefit

of creditors; or

* 1. Contractor files a petition in bankruptcy or such petition is filed against

Contractor.

Authority shall be liable only for payment for Services rendered prior to the effective date of termination. If this Agreement is terminated pursuant to subparagraphs (a) or (c) Authority may take over the Services and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for any additional costs incurred by Authority. Authority may withhold any payments to Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to Authority by Contractor.

* 1. **Minority/Women Participation**. Contractor shall use its best efforts to ensure that minority-owned businesses and women’s business enterprises shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with federal funds provided under this contract. In this regard, Contractor shall take all necessary steps in accordance with 2 CFR Part 200 /24 CFR 85.36(e), to ensure that minority-owned businesses and women’s business enterprises have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the U.S. Department of Housing and Urban Development.

Failure of Contractor to carry out the requirements set forth in 2 CFR Part 200 / 24 CFR 85.36(e) shall constitute a breach of contract and, after notification from the U.S. Department of Housing and Urban Development or Authority, may result in termination of this contract or such other remedy as is deemed appropriate.

For the purposes hereof, a minority-owned business shall mean sole proprietorship, partnership or corporation-owned, operated and controlled by minority group members who have at least 51% ownership. The minority group members must have operational control and interest in capital and earnings commensurate with their respective percentage of ownership. Furthermore, to qualify as a minority-owned business, the business must be certified as an MBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania, or some other governmental entity whose certification is acceptable to the Authority. Minority group members include, but are not limited to, African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian- Indian Americans and Hasidic Jewish American.

A women’s business enterprise is defined as a sole proprietorship, partnership or corporation owned, operated, and controlled by women who have at least 51% ownership. Women must have operational control and interest in capital and earnings commensurate with their respective percentage ownership. Furthermore, to qualify as a women’s business enterprise, the business must be certified as a WBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania, or some other governmental entity whose certification is acceptable to Authority.

In the event of a contractor’s failure to comply with the equal employment opportunity and affirmative action provisions, including the affirmative action undertaking outlined in its bid, or with any of the rules, regulations or orders referenced within this contract, MHA, at its discretion, may exercise any one or more of the following rights and remedies:

1. cancel, terminate, or suspend the contract in whole or in part.
2. recover from the Contractor, by set off against the unpaid portion of the contract, as liquidated damages and not as a penalty, an agreed upon sum for each day that the contractor fails to comply with the contract, the sum being fixed and agreed upon by and between contractor and MHA because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which MHA would sustain in the event of such a breach
3. such other rights and remedies (which are cumulative and not exclusive) available under applicable law on in equity.
   1. **Acceptance of the Services.** Authority has the right to review and/or require correction of any Services provided by Contractor. The contractor shall make any required corrections to any Service within 10 days at no additional charge. The payment of any invoice by Authority does not indicate acceptance of Services provided. Further, the Authority reserves the right at any time to reject or disapprove any Service provided. If Contractor fails to make the necessary corrections or if the submission of any corrected Service remains unacceptable, the Authority may immediately terminate this Agreement pursuant to paragraph 7(ii)(a) hereof or reduce the hourly rate to reflect the reduced value of the Services provided.
   2. **Confidential Information**. Contractor agrees that Contractor will not knowingly reveal to a third party or use for Contractor's own benefit, either during or after the term of this Agreement, without the prior written consent of Authority, any confidential information pertaining to the business and affairs of Authority, its officers, employees and directors obtained while working with Authority except for information clearly established to be in the public record.

#### **Representation and Warranties of Contractor.**

1. Contractor hereby represents and warrants to Authority that Contractor is not a party to or otherwise subject to or bound by any contract, agreement or understanding which would limit or otherwise adversely affect Contractor's ability to perform the Services or which would be breached by Contractor's execution and delivery of this Agreement or by the performance of the Services.
2. Contractor warrants good title to all materials, supplies and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon, free from any claims, liens or charges, and agrees further that neither it nor any other person, firm, or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.
3. Contractor or Supplier is prohibited from placing a lien on Authority

property.

1. Contractor warrants to Authority for one year after completion of the scope of services set forth in Attachment 2 that the work performed will be free from any defect in materials supplied by Contractor or workmanship and will provide any repairs required to correct any defect free of charge.
   1. **Indemnification**. Contractor agrees to indemnify and hold Authority harmless from any and all claims, damages, liabilities, costs and expenses (collectively “Claims”) arising out of or in connection with Contractor's or its employees' performance of the Services or other duties on behalf of Authority.
   2. **Independent Contractor**. The contractor shall perform the Services hereunder as an independent contractor and not as an agent or employee of the Authority. The contractor shall be responsible for paying any and all Federal, state or local taxes arising from the performance of the Services. The Contractor agrees to remove any employee from the performance of the Services at the request of Authority.
   3. **Copyright**. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. Authority shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials and documentation prepared by Contractor under this Agreement.
   4. **Inspections; Work Product**. Pursuant to 2 CFR Part 200 /24 CFR 85.36(i)(10) and (11), access shall be given by Contractor to Authority, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after Authority makes final payment and all other pending matters on which Contractor performed Services are closed.

All work product produced by Contractor, including Contractor's employees, in accordance with this Agreement shall become the sole property of Authority in perpetuity. "**Work product**" shall include all records and other documents resulting from the Services performed under this Agreement. It is understood that the Authority may reproduce any such work product without modifications and distribute such work product without incurring obligations for additional compensation to the Contractor.

* 1. **Return of Authority Property**. Promptly after termination of this Agreement, Contractor shall return and shall cause its employees to return to Authority all property of the Authority then in Contractor's possession, including without limitation papers, documents, records, files, computer disks and confidential information, and shall neither make nor retain copies of the same. Authority's obligation to make final payment to Contractor following termination, including without limitation accrued but unpaid fees under paragraph 3 hereof, shall be contingent upon Contractor's compliance with this paragraph.
  2. **Third Party Solicitation**. Contractor warrants that Contractor has not retained any company, firm or person to solicit or secure this Agreement and has not paid or agreed to pay any company, firm or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
  3. **Disputes.** All disputes arising under or related to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

1. All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Authority against the contractor shall be subject to a written decision by the Contracting Officer.
2. The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
3. The Contracting Officer’s decision shall be final unless the Contractor:
   1. Appeals in writing to a higher level in the Authority in accordance with the Authority’s policy and procedures;
   2. Refers the appeal to an independent mediator or arbitrator; or
   3. Files suit in a court of competent jurisdiction. Such an appeal must be made within 30 days after receipt of Contracting Officer’s decision.
4. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action under or relating to the contract, and comply with any decision of the Contracting Officer.
   1. **Notices**. All notices or other communications to either party by the other shall be deemed given when made in writing and deposited with the United States Postal Service addressed as follows:

If to Authority: McKeesport Housing Authority

2901 Brownlee Avenue, 2nd Floor.

McKeesport, PA 15219 Attn.: Stephen L. Bucklew

(412) 673-6942

Email: sbucklew@mckha.org

If to Contractor: Name:

Address:

Attn: Phone/Fax: Email:

* 1. **Compliance with Law.** Contractor shall comply with all Federal, State and Local laws, regulations ordinances and codes relating to the operation and activities of Authority and all Services performed pursuant to this Agreement, including, but not limited to completing the following items which shall be attached as Attachments:

1. Non-Debarment Certificate (Attachment 7)
2. Certification re: Lobbying (Attachment 5)
3. Disclosure of lobbying activity (Attachment 6)
4. Conflict of Interest (Attachment 4)
   1. **Transfer by Contractor.** Contractor shall not transfer all or any part of its rights or obligations herein to any person or legal entity.
   2. **Liquidated Damages.** The contractor shall pay $0.00 per day for each day of delay.
   3. **Miscellaneous**. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. This Agreement embodies the entire Agreement between the parties hereto and supersedes any and all prior or contemporaneous,

oral or written understandings, negotiations, or communications on behalf of such parties. This Agreement may be executed in several counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement may only be amended by written agreement of both parties hereto. This Agreement shall inure to the benefit of the Authority, its successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SIGNATURE PAGE OF CONTRACT**

**MCKEESPORT HOUSING AUTHORITY**

MCKEESPORT HOUSING AUTHORITY

Date: By:

Chief Contracting Officer

Vendor Name (Insert vendor company name above)

Date: By:

**ATTACHMENT 1**

## On-Site Security Support Authority Wide

## Hourly Rates

**Hourly Services Rates Year 1 Year 2 Year 3 Year 4 Year 5**

**Unarmed Security Guard \_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_**

### ATTACHMENT 2

**Scope of Work - Services**

**Part 1: Any On-Site Security related support requested by MHA.**

Contractor shall be responsible for performing the following:

1. Contractor will provide an on-site Unarmed Security Guard (Security Guard) at requested hi-rise locations to ensure access to the buildings are limited to residents, authorized guests, McKeesport Housing Authority (MHA) staff, emergency response personnel, and MHA approved contractors. Security Guards will also monitor security cameras, ensure exterior doors are secure, report any emergencies or unauthorized visitors to 911. A written report is to be sent to the Executive Director or Deputy Executive Director upon completion of each assignment.
2. Security Guards are not to arrest, detain, or physically interfere with any resident, guest, or other visitors. McKeesport Police are to be called for any unauthorized individuals attempting to access the building or other disturbance.
   * MHA locations are as follows:
     1. Steelview Manor, 501 Pirl Street, McKeesport, PA 15132
     2. McKeesport Towers, 601 Sixth Street, McKeesport, PA 15132
     3. Isbir Manor 11th Avenue, McKeesport, PA 15132
     4. **Other locations as requested.**

All work is to be scheduled and approved by the Executive Director or Deputy Executive Director when the contract is awarded.

### ATTACHMENT 3

**FEE CERTIFICATION AND AFFIDAVIT OF NON-COLLUSION**

By signing below, the undersigned official of the bidder hereby certifies and affirms under penalties of perjury that: (a) costs, prices and/or fees and services stated in this bid are made without prior agreement, understanding, or connection with any corporation, firm or person submitting a bid for the same services, and are fair and without fraud;

(b) that the bidder 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 submitting a bid, and has not in any manner, directly or indirectly, sought by agreement, collusion, or communication with any person to fix the bid price or any element of the bid, or to secure any advantage against MHA or any person; (c) that the bidder agrees to be bound by all conditions of this bid and (d) that this official is authorized to sign this affidavit for the firm.

Printed Name of Bidder

Name and Title of Authorized Official Signature of Authorized

Representative or official of Bidder Representative or official of Bidder

Date

### ATTACHMENT 4 CONFLICTS OF INTEREST

I ("Contractor") certifies that:

1. No employee, officer, or agent of the McKeesport Housing Authority (" MHA") participated in the selection, or in the award or administration of the Contractor's Agreement with MHA, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) a MHA employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents (iv) his or her business associates or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Contractor or any affiliate thereof, or has a financial or other interest in the Contractor or the Contractor's Agreement with MHA.
2. Contractor shall not enter into any contract, subcontract or agreement with any officer, agent or employee of MHA during his or her tenure nor for one year thereafter shall any officer, agent or employee of MHA have any interest, direct or indirect, in the Contract Agreement, including the proceeds thereof.

|  |  |
| --- | --- |
| Date:  , 2024 | CONTRACTOR  By:  Name: Title: |

Attachment 5

### CERTIFICATION REGARDING LOBBYING

**I, ,**

**Hereby**

**Certify on (Name and Title of Authorized Official)**

**Behalf of that (Subcontractor)**

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 an agency. A Member of Congress, and 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.

Signature and Title of Authorized Official

**ATTACHMENT 6**

#### Disclosure of Lobbying Activities

Complete this form to disclose any lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the date needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. Type of Federal Action: | 2. Status of Federal Action: | | | 3. Report Type: |
| a. contract  b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance | a. bid/offer/application  b. initial award  c. post-award | | | a. initial filing  b. material change  For Material Change Only  Year quarter date of last report |
| 4. Name and Address of Reporting Entity:  Prime Subawardee Tier ,if known: Congressional District, if known: | | 5. If reporting entity in No. 4 if Subawardee,enter name and address of Prime.  Congressional District, if known: | | |
| 6. Federal Department/Agency: | | 6. Federal Program Name/Description:  CFDA Number, if applicable: | | |
| 8. Federal Action Number, if known: | | 9. Award Amount, if known:  $ | | |
| 10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): | | b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI): | | |
| I. Information requested through this form is authorized by Sec | | |  | |
| 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. | | | Signature | |
| L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of | | | Print Name | |
| lobbying activities is a material representation of fact upon | | | Title: | |
| which reliance was placed by the above when this transaction | | | Telephone No.: | |
| was made entered into. This disclosure is required pursuant to | | | Date: | |
| 31 U.SA.C. 1352. This information will be reported to the | | |  | |
| Congress semiannually and will be available for public | | |  | |
| inspection. Any person who fails to file the required disclosure | | |  | |
| shall be subject to a civil penalty of not less than $10,000 and | | |  | |
| not more than $100,000 for each such failure. | | |  | |

Federal Use Only Authorized for Local Reproduction Standard Form LLL (1/96)

INSTRUCTIONS FOR COMPLETION OF SELF DISCLOSURE OF LOBBY ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

* 1. *Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.*
  2. *Identify the status of the covered Federal action.*
  3. *Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.*
  4. *Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.*
  5. *If the organization filing the report in item 4 checks “Subawardee” then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.*
  6. *Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.*
  7. *Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.*
  8. *Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number: grant announcement number: the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).*
  9. *For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.*
  10. *(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.*

*(b) Enter the full names of the individual (s) performing services, and include full address if different form 10 (a). Enter Last Name, First Name, and Middle Initial (MI).*

* 1. *Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual will be made planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made. or*
  2. *Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.*
  3. *Check the appropriate box (es). Check all boxes that apply. If other, specify nature.*
  4. *Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.*
  5. *Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.*
  6. *The certifying individual shall sign and date the form, print his/her name, title, and telephone number.*

*Public reporting burden for this collection of information is estimated to average 30 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other respect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.*

**ATTACHMENT 7 CERTIFICATION OF PROPOSER**

**REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY**

**MATTERS**

(Proposer) certifies to the best of it knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(Proposer) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEO. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official Date