JOPLIN AREA

Transportation Study Organization

REQUEST FOR PROPOSAL

#2025-RFP-04

for

PROFESSIONAL PLANNING SERVICES TO PREPARE JATSO'S METROPOLITAN TRANSPORTATION PLAN UPDATE

Joplin Planning, Development, and Neighborhood Services

602 S. MAIN ST.
4th Floor
JOPLIN, MO 64801

(417) 624-0820 ext. 1514

REQUEST FOR PROPOSALS

The City of Joplin, Missouri will accept sealed proposals until 10:00 A.M., Friday, January 10, 2025, at the Joplin Planning offices located at 602 S. Main Street, 4th Floor, Joplin, Missouri, 64801 for the following:

PROFESSIONAL PLANNING SERVICES TO PREPARE JATSO'S METROPOLITAN TRANSPORTATION PLAN UPDATE

Proposal specifications are available from Robert Lolley, Transportation Planner, at 417-624-0820 ext. 1514. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again at a later date. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

The City encourages minority and female owned businesses to submit proposals for all City projects.

Troy Bolander,
Director of Planning, Development, & Neighborhood Services

Publication Date: Friday, December 6, 2024

REQUESTS FOR PROPOSALS #2025-RFP-04: PROFESSIONAL PLANNING SERVICES TO PREPARE JATSO'S METROPOLITAN TRANSPORTATION PLAN UPDATE

GENERAL:

The Joplin Metropolitan Planning Organization's current Metropolitan Transportation Plan addresses different modes of transportation including automobile, transit, air, freight, bicycle, and pedestrian. The consultant is expected to review each of these modes of transportation including analyzing existing conditions. The consultant will make recommendations concerning these modes of transportation for a 20-year period. The consultant is expected to review the metropolitan area's transportation goals and objectives and suggest revisions if necessary. The Metropolitan Transportation Plan update will also include researching census information, collecting data, and working with federal, state, and local officials for determining revisions to JATSO's current metropolitan planning area. The consultant is expected to make recommendations regarding the direction of transportation infrastructure and planning in the metropolitan area for the next 20 years.

JATSO and the City of Joplin are committed to exercising meaningful public involvement with traditionally underserved populations. Public involvement strategies should involve a combination of in-person, digital, virtual, and print tools, in languages spoken by community members, along with intentional and varied outreach methods to ensure that people with disabilities and diverse needs and experiences are aware of and can participate in opportunities to have a meaningful impact on decision making. When specific to a project or program, public involvement strategies should also be tied to the expected impacts of the project or program.

BACKGROUND:

The Joplin Metropolitan Area is in Southwest Missouri along Interstate Highway 44, Interstate Highway 49, U.S. Highway 43, and U.S. Highway 171 corridors. The metropolitan area is approximately 218 square miles and has an urban population nearing 115,490 people. The area is located within parts of both Jasper and Newton Counties and contains 18 towns and villages. The three largest incorporated cities consist of Joplin, Webb City and Carl Junction. The metropolitan area is especially strong in the economic sectors of health care and transportation. This is due to the location of two regional hospitals in the City of Joplin and the location of over 50 trucking companies within the metropolitan area.

Since 1983, the Joplin MPO's coordinating committee (Joplin Area Transportation Study Organization - JATSO) has been responsible for transportation planning within the metropolitan area. The last update to the Metropolitan Transportation Plan was completed in 2021. After the 2011 Joplin tornado, a South Joplin Transportation Study was conducted in 2013 to reassess conditions and needs. The purpose of this update is to provide a long-range framework for the implementation of transportation improvements in the Joplin metropolitan area for the next 20-years.

SCOPE OF WORK:

The Joplin Area Transportation Study Organization (JATSO) is seeking to develop an updated Metropolitan Transportation Plan pursuant to the federal requirements of 23 CFR 450.324 and 23 CFR 450.316. The updated MTP should emphasize equity (particularly analysis of benefits/burdens of selected projects/strategies for traditionally underserved populations within the MPO), freight analysis, complete streets efforts, and safety initiatives. The update should provide an analysis of transit coordination, connections, and/or improvements. It is preferable that the updated MTP shows projects completed and/or improvement impacts from the projects and strategies outlined in the last MTP and how those shape the content of the new plan update. MTP should provide a summary of the project selection process used to identify the committed projects in the plan and how those projects tied back to the identified performance measures/targes for improvement. MTP update is to contain a detailed information on the MPO boundary profile as well as identified challenges within the region.

The consultant is expected to use information provided in the current metropolitan Transportation Plan and other plans that have been developed within the last five years by JATSO and other communities and agencies. Some of these plans include, but are not limited to:

- Cities of Joplin, Webb City, and Carl Junction Comprehensive Development Plans
- JATSO Origin & Destination Study
- Joplin Airport Master Plan
- Joplin Metropolitan Area Bicycle-Pedestrian Study
- JATSO Transportation Improvement Program (TIP)
- MoDOT's STIP
- Joplin Transit Study
- Joplin Chamber of Commerce Vision 2020 Plan
- City of Joplin Capital Improvement Program
- Harry S. Truman Coordinating Council Transportation Plan
- JATSO Active Transportation Plan
- Safe Roads and Bridges for All Safety Plan

In addition to reviewing these documents, the consultant will review census information and other transportation related data. The consultant will work with and gather information from a variety of public sources including citizens, JATSO, local and state officials, city councils, a regional planning commission, and a citizen transportation task force, among others.

The final Metropolitan Transportation Plan will be provided to the City of Joplin in both a printed copy and PDF versions. All graphics and tables are to be compatible with ESRI ArcPro. The consultant will provide shape files of all maps created for the MTP upon completion of the final plan document.

CONTENT OF THE PROPOSAL

Proposals shall only be accepted from consulting firms that can clearly demonstrate having had a background and extensive previous experience in the field of work described. Such experience must include projects that were successfully carried through to completion.

The City of Joplin requests that any firm desiring to be considered for this project submit three (4) copies of your proposal marked "PROFESSIONAL PLANNING SERVICES TO PREPARE JATSO'S METROPOLITAN TRANSPORTATION PLAN UPDATE" containing the following:

1. A brief description of the firm, including qualifications and background.
2. A statement of your understanding of the scope and work product to be completed. This statement shall include a description of the activities, and tasks that shall be undertaken to complete the work outlined in the RFP.
3. A detailed description of the approach the firm shall take to complete the work, including the breakdown of individual tasks needed to complete the work.
4. An estimated timetable along with estimated starting and completion dates for each task with formal opportunities for City staff review.
5. A statement outlining the scope of the staff resources and range of the specialties offered by your firm.
6. A statement describing the responsibilities and degree of participation of each professional staff member who will be assigned to the project along with resumes describing relevant previous experience.
7. A list of similar work performed for other municipalities or agencies, including a description of work and the name of the municipality or agency, and the action taken as a result of the work. A list of references shall be included.
8. A summary of any arrangements you may be making with any other firm for assistance on this work.
9. Signed copy of the Federal Contract Clauses (Exhibit A) and Lobbying Certification

SELECTION PROCESS :

The City of Joplin follows the Qualification based selection process set by the State of Missouri under RSMo 8.285-8.291. Selection of the firm will be made by a committee potentially composed of Joplin City Planners, City Engineers, and the Joplin Transportation Coordinator. The final selection shall be based on a composite score of the following criteria:

1. Work Methodology 40%
2. Cost 20%
3. Experience 20%
4. Timeline 10%
5. References 10%

After interviews/evaluations are conducted, the evaluation committee shall select a firm for negotiation of terms of an agreement. The services in the agreement shall substantially conform with those described in the RFP. Modifications may be made to

accommodate budget limitations or to address related issues not considered in the original scope of work.

When agreement on a detailed scope of services and fee schedule is reached, a formal contract will be prepared and submitted for Joplin City Council approval. If an agreement cannot be reached, the City will terminate negotiations and select an alternate firm for negotiations.

The selection committee reserves the right to reject any or all proposals and to accept the proposal the City considers the most advantageous.

No Project Lobbying -Respondent acknowledges and accepts that from the RFP publication date until a final decision has been made by the City, the Respondent will not take any action, make any effort or support of engage others on its behalf to take actions or efforts with attempt to influence the decision-making process for this RFP in the favor of the Respondent. This includes direct contact with the City Council, City Manager, City of Joplin staff, JATSO members, Joplin Chamber members, subrecipients, and others who may be engaged in the process. Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

Federal Professional Services/A&E Contract Clauses (Exhibit A)

Debarment, Suspension, Ineligibility and Voluntary Exclusion- The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award
B. Suspended from participation in any federally assisted Award
C. Proposed for debarment from participation in any federally assisted Award
D. Declared ineligible to participate in any federally assisted Award

E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in any federally assisted Award.

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records- The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Fraud and False or Fraudulent Statements or Related Acts- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above tow clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Changes- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity

The City of Joplin is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination in Federal Public Transportation Programs- In accordance with Federal transit law 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e seq., and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, 42 U.S.C. 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age-In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634,U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities-In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 et seq., and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Incorporation of Federal Transit Administration (FTA) Terms- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set

forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Joplin requests which would cause City of Joplin to be in violation of the FTA terms and conditions.

No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:

    (A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi) unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and

    (B) Contractor, promptly following the beginning of any delay (unless extended by

the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

(3) The rights and remedies of the City of Joplin in this clause are in addition to any other rights and remedies provided by law or under this agreement.

(4) The City of Joplin, by written notice, may terminate this contract in whole or in part, when it is in the City's interest. If this contract is terminated, the City of Joplin shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. If reasons beyond the control of the City of Joplin (such as reduction in funding appropriation) so dictate, the City of Joplin may cancel this contract for convenience upon thirty (30) days written notice to contractor. Upon such termination, any materials, supplies or equipment for which the City of Joplin pays will be delivered to the City of Joplin. Additionally, the City of Joplin retains the right to cancel the contract for convenience in the event that contractor or its agents behave in any manner detrimental for the security of the City of Joplin personnel or property. In the even of any such termination for convenience, the City of Joplin shall pay to contractor reasonable expense of termination including costs associated with the early termination of any leases and employee termination expenses.

(5) Contractor may terminate this agreement in the event that the City of Joplin fails to pay the agreed compensation, outlined elsewhere in this agreement. In the event that contractor determines that termination is necessary, Contractor shall provide the City of Joplin with written notice of their intentions thirty (30) days prior to termination.

Privacy Act- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises (DBEs):-The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, prime contractors are to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Seat Belt Use- The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Joplin.
Distracted Driving- The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.
Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

The Contractor agrees to the terms of the contract clauses listed in Exhibit A, and the Contractor also agrees to include these requirements, the contract clauses listed in Exhibit A, in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized Official

_____Date

MARK BID ENVELOPES: "**#2025-RFP-04 - PROFESSIONAL PLANNING SERVICES TO PREPARE JATSO'S METROPOLITAN TRANSPORTATION PLAN UPDATE; 10:00 A.M., Friday, January 10, 2025 "**

Certification Regarding Lobbying

The undersigned (Contractor) 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 te undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 making lobbying contacts to 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 (as amended by "Government wide Guidance for New

Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(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 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

Signature of Contractor's Authorized Official _____

Name and Title of Authorized Official _____

Date _____