



EMERGENCY REQUEST FOR PROPOSALS

Request for Proposals for Hurricane Ida FEMA Substantial Damage Determinations

Posted: Thursday, October 28, 2021, at 9:00 AM

Due Date: Wednesday, November 3, 2021, at 3:00 PM

IMPORTANT DISCLAIMERS

This Request for Proposals (RFP) is issued under the authority of Governor John Bel Edwards Proclamation of Emergency 165 JBE 2021 Hurricane Ida and subsequent applicable amendments. On August 29, 2021, Hurricane Ida made landfall at Port Fourchon, Lafourche Parish, Louisiana, as a category 4 hurricane, causing significant damage in Terrebonne Parish. The extent of the incurred damage creates a demand for services in the Department of Planning and Zoning that is beyond the capacity of the current staff or budget. The Parish is empowered to identify and contract with qualified entities to assist Terrebonne Parish's recovery efforts as necessary. The costs reimbursement of associated costs will be reimbursed by FEMA under DRRRA §1206. One or more qualified entities will provide all services necessary to develop and deliver FEMA Substantial Damage Determinations. Due to the state of emergency, this RFP is being issued as an emergency solicitation under the authority of La. R.S. 39:1598 and ordinary procurement laws are suspended.

This Request for Proposals is to obtain information and costs for planning purposes and does not guarantee an award. This information will be reviewed and discussed by Terrebonne Parish Consolidated Government and may or may not result in an award of a contract/purchase order. Terrebonne Parish reserves the right to make no or multiple awards, as deemed in the best interest of the Parish.

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a response to this RFP identified as such must be clearly marked and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44:1-44, and applicable rules and regulations. Any response marked as confidential or proprietary in its majority in the sole discretion of the reviewers or in its entirety may be rejected without further consideration or recourse.

1. GENERAL INFORMATION

1.1. Background

On August 29, 2021, Hurricane Ida made landfall at Port Fourchon, Lafourche Parish, Louisiana, as a category 4 hurricane, causing significant damage to Terrebonne Parish. The extent of the incurred damage creates a demand for services in the Department of Planning and Zoning that is beyond the capacity of the current staff or budget. The Parish is empowered to identify and contract with qualified entities to assist Terrebonne Parish's recovery efforts as necessary. One or more qualified entities will provide all services necessary to develop and deliver FEMA Substantial Damage Determinations.

1.2. Purpose

The purpose of this RFP is to obtain competitive offers from qualified Offerors who are interested in providing Terrebonne Parish the following:

Assistance in collecting data for substantial damage determinations of affected residential and non-residential structures as required by the local floodplain management ordinance for participation in the NFIP. All final determinations will be developed with SDE 3.0. All original data, pictures, and outcomes will be provided to and owned by Terrebonne Parish for their exclusive use.

Terrebonne Parish reserves the right to make no or multiple awards, as deemed in the best interest of the Parish.

1.3. Scope of Work/Services

Part 4 of this document details the scope of work/services of the project, inclusive of deliverables and desired results.

1.4. Requirements for Offerors

1.4.1. Mandatory Requirements

The Offerors shall meet the following requirements prior to the deadline for receipt of offers:

- Offeror shall demonstrate prior experience working on similar projects with collecting and producing FEMA substantial damage data with this software.
- Offeror shall exhibit that proposed staff has the requisite knowledge of FEMA Substantial Damage requirements.
- Offeror should have an office location within a seventy-five (75) mile radius of Terrebonne Parish or be able to establish a field office within a seventy-five (75) mile radius within ten (10) calendar days of contract award.

- Offeror shall be prepared to hold a coordination meeting within twelve (12) hours of contract start and have inspection teams in place for commencement of inspections within seventy-two (72) hours of contract start.
- Offeror must be registered with the System of Award Management at the time of submittal.
- A certified copy of a board resolution granting authority to submit the proposal and sign a contract if selected should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.
- Offeror shall provide all affidavits in the application pp 14-16.

1.4.2. Desirable Qualifications

It is desirable that Offerors should meet the following qualifications prior to the deadline for receipt of offers.

- Previous experience working with parishes or counties of the geographic size, composition, and population of Terrebonne.
- Demonstrate successful history of substantial damage data collection for similar work and of the same magnitude of this RFP.
- Offerors should demonstrate the company’s overall effectiveness based on scope of work on previous projects, the number of units completed in a specific time period, and the resulting success for the entity that was serviced.

2. ADMINISTRATIVE INFORMATION

2.1. Schedule of Events

<u>Activity/Event</u>	<u>Date</u>
Public notice of RFP	Thursday 10/28/2021, 9:00 AM
Deadline for receipt of written inquiries	Monday 11/1/2021, 10:00 AM
Deadline to answer written inquiries	Monday 11/1/2021, 5:00 PM
Deadline for receipt of RFP responses	Wednesday 11/3/2021, 3:00 PM
Selection Committee Evaluation	Thursday 11/4/2021, TBD

2.2. Response Content

2.2.1. Executive Summary

This section should serve to introduce the scope of the response. It should include administrative information including, at a minimum, Offeror’s contact name and phone number, email address and any other pertinent contact information. This section should also include a summary of the Offeror’s qualifications and ability and willingness to comply with the Parish’s requirements.

2.2.2. Company Background and Experience

The Offerors should give a brief description of their company including brief history, corporate or organization structure, and number of years in business.

This section should provide a detailed discussion of the Offeror's prior experience in working on projects similar in size, scope, and function to the proposed contract. Offerors should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Offerors should clearly describe their ability to exceed the qualifications described in the Mandatory Requirements for Offeror Section 1.4.1.

Offerors should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Offeror Section 1.4.2.

2.2.3. Approach and Methodology

The Offeror should provide their approach and methodology to accomplish the objectives above and services included described in **Part 4: Scope of Work/Services**.

The Offeror should:

- Provide Offeror's understanding of the nature of the project and how its offer will best meet the needs of the Parish.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to the project and quality assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.
- Present best practices garnered from previous experience with this Scope of Work/Services should be described.

2.2.4. Staff Qualifications

The Offeror should provide detailed information about the experience and qualifications of the Offeror's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and

any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

Offerors should clearly describe their ability to exceed the qualifications described in the Mandatory Requirements for Offeror Section 1.4.1.

Offerors should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Offeror Section 1.4.2.

2.2.5. Cost Offer

The Cost Offer shall include:

- Offeror must provide all-inclusive rates that include overtime costs, mobilization and demobilization, and any other travel expenses such as lodging and meals. These must meet state and GSA per diem rates.

2.3. Response Submittal

Offerors interested in providing information requested by this RFP must submit responses containing the information specified no later than the deadline for receipt as stated in the Schedule of Events.

The responses must be received printed and bound, three (3) hard copies and an electronic copy to the Parish on or before the date and time specified in the Schedule of Events to the address in section 2.7.

Responses received after the deadline and incomplete submissions will not be considered and will not be evaluated.

All Responses should be sealed and the outside of the envelope marked: "Response to Proposal for Hurricane Ida FEMA Substantial Damage Determinations."

2.4. Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Offeror's response should demonstrate an understanding of the requirements. Offers prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP are also desired. Each Offeror shall be solely responsible for the accuracy and completeness of its offer.

2.5. Ownership of Response

The materials submitted in response to this request shall become the property of the Parish. Selection or rejection of an Offeror shall not affect this right.

2.6. Cost of Preparation

The Parish shall not be liable for any costs incurred by offerors associated with developing the response, preparing for discussions (if any) or any other costs, incurred by the offeror associated with this RFP.

2.7. Offeror Inquiries

Written questions regarding the RFP requirements or Scope of Work/Services must be submitted in writing to the Planning and Zoning Department.

Chris Pulaski
Department of Planning and Zoning
Regulatory Division
220 Government Street
Gray, Louisiana 70359

The Parish will consider written inquiries and requests for clarification of the content of this RFP received from potential Offerors. Written inquiries must be received by the date and time specified in the Schedule of Events in Section 2.1. The Parish shall reserve the right to modify the RFP should a change be identified that is in the best interest of the Parish.

2.8. Evaluation and Selection

The evaluation of offers will be accomplished by an evaluation team, to be designated by the Parish, which will determine the offer most advantageous to the Parish, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Offeror or offer. Such input may include, but not be limited to: review of technical requirements or preparation of cost score data.

2.9. Contract Award and Execution

Terrebonne Parish Government reserves the right to enter into a contract based on the offers received without further discussion of the offers submitted. The Parish reserves the right to contract for all or a partial list of services offered.

2.10. Schedule of Required insurance

Consultant shall secure and maintain at its expense such insurance that will protect it, and the TPCG, from claims under Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement, all as further set forth in this Article. Terrebonne Parish has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall

be or becomes unsatisfactory to Terrebonne Parish as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to Terrebonne Parish, Consultant shall promptly obtain a new policy, submit the same to Terrebonne Parish for approval and submit a certificate thereof as provided above.

Failure of Consultant to take out and/or to maintain insurance shall not relieve Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Consultant concerning indemnification.

2.10.1 Professional Liability Insurance. Consultant shall maintain professional liability coverage during the term of this agreement. The limits of this coverage shall be a minimum of \$1,000,000.00 per claim and \$2,000,000 annual aggregate. This requirement shall extend to all professional subcontractors employed by Consultant. Consultant shall provide certification of such insurance and a copy of the policy upon request.

2.10.2 General Liability Insurance. Consultant shall maintain general liability coverage during the term of this agreement. The limit of this coverage shall be a minimum of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate. Consultant shall provide certification of such insurance and a copy of the policy upon request.

2.10.3 Workers' Compensation Insurance. Consultant shall maintain workers compensation coverage during the term of this agreement. The limits of workers compensation coverage shall be the Louisiana statutory minimum requirements. Consultant shall provide certification of such insurance and a copy of the policy upon request. An Employers Liability limit of \$1,000,000 shall be required if the work to be performed is over water or involves maritime exposure. TPCG shall be named as an "Alternate Employer" on Consultant's workers compensation policy.

2.10.4 Auto Liability Insurance. Consultant shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimum \$1,000,000.00, combined single limit per accident for owned, non-owned and hired vehicles. Consultant shall provide certification of such insurance and a copy of the policy upon request.

2.10.5 Deductibles and Self-insured Retentions. Consultant declares and TPCG approves Consultant deductibles or self-insured retentions not exceeding \$250,000 on Consultant policies as respects TPCG. Consultant shall not increase or eliminate such deductibles or self-insured retentions as respects TPCG without the prior written approval of TPCG.

2.10.6 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

2.10.6.1 General Liability and Automobile Liability Coverage

2.10.6.1.1 TPCG is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to TPCG.

2.10.6.1.2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG.

2.10.6.1.3 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.10.6.1.4 The insurer shall agree to waive all rights of subrogation in favor of TPCG, for losses arising from work performed by Consultant for TPCG on both the Auto and General Liability policies.

2.10.6.2 Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation in favor of TPCG, for losses arising from work performed by Consultant for TPCG.

2.10.6.3 All Coverage

Each insurance policy required by this clause shall be endorsed to state that if coverage is canceled then the insurer will provide a thirty (30) days prior written notice by mail to TPCG. With regards to the general liability coverage and auto liability coverage TPCG shall be added as an additional insured to the policy and will have the same cancellation notification provisions as Consultant.

2.10.7 **Acceptability of Insurers.** Insurance is to be placed with insurers with an A.M. BEST'S rating of no less than A:VI. This requirement may be waived for workers' compensation coverage placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.

2.10.8 **Verification of Coverage.** Consultant shall furnish TPCG with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

2.10.9 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each sub. All coverage for subcontractors shall be subject to all of the requirements stated herein.

3. INDEMNIFICATION

Consultant agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and

commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, private works claims, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, including claims which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Consultant, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Agreement herein entered into. Additionally, and as a result of any such claims, lawsuits and demands, Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses. Consultant shall not be responsible for the sole negligence of TPCG.

4. SCOPE OF WORK/SERVICES

4.1. Scope of Work

Communities that participate in the National Flood Insurance Program (NFIP) are required to determine whether damage of any origin meets the criteria for Substantial Damage when the damage is to a structure located in a mapped 100-year floodplain. In the wake of Hurricane IDA's impact Terrebonne Parish must evaluate the damaged state of structures, collect data, and determine a structure's damage, as required by NFIP. The tool used to collect the data will be the latest version of FEMA's Substantial Damage Estimator. Data captured may be used by local communities for rebuilding, building code compliance, investigations, surveying, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, and/or construction phase services. Data captured may not be used by the Federal Government without written permission from the local communities. Technical work specifications and performance must meet approval by a registered or licensed architect or engineer.

4.2. Task and Services

Conduct inspections and collect data of damage from associated flooding and wind impacts from Hurricane Ida in Terrebonne Parish for twenty-six thousand (26,000) to thirty-four thousand five hundred (34,500) structures in the Special Flood Hazard Area, by performing the following activities and deliverables as specified:

- Upon an award, coordinate with the Regulatory Division of the Planning Department to initiate an initial meeting to establish: coordination of teams, work plans, timetables for deliverables, and logistics.

- Coordinate with the Parish to establish priority locations that require inspection.
- Produce a complete SDE Inspection worksheet or comparable electronic record.
- Input certified damage inspection data entered into the SDE tool 3.0.
- Enter data to generate a calculation of damage based on the Computed Actual Cash Value as calculated by the SDE tool.
- Obtain and label digital photographs of damage and import into the SDE tool. Photographs shall include, as much as practical, a full view of the structure and as much of the roof as possible. Additional photographs to document specific noteworthy damage should be obtained as appropriate. High-water marks should be photographed when in flood events.
- Obtain accurate GPS coordinates, in decimal degrees to five decimal places, shall be taken at or as close to the front door as possible.
- Produce a geo-referenced file as specified in Section 5.4 of the SDE Manual.
- Produce a complete electronic export SDE Data Base file for each assessment conducted, organized by community, as specified in section 5.1 of the SDE Manual.
- Provide each team with the items specified in Section 5.1 of the SDE Manual (including the guidance materials and handouts), community specific maps LSU AgCenter flood map portal and Paris GIS), available tax information or market value data, community specific spreadsheet containing available community parcel and ownership information and the field supplies identified in the SDE Manual. Parcel and ownership information can be obtained by the Contractor on the Terrebonne Parish Assessor's website.
- Data entry shall be consistent with Section 5.6, including subsection 5.6.1, 5.6.2 and 5.6.3 contained in the SDE Manual. Specific delivery schedules for database delivery shall conform to the timeframe specified by the Parish. Data must be entered into the SDE software accurately, regardless of the data entry method (field inspectors or office support staff). Adequate quality review of the database shall be undertaken by the contractor to eliminate database errors. The contractor shall utilize a recognized national building cost data resource that reflects repair and/or reconstruction costs in the geographic area of the inspected structures. The contractor shall ensure that all technical staff and data entry personnel are properly trained and supervised. Data entry must be completed no later than the day following the data collection. Daily geospatial KML files shall be provided to the Planning Department Regulatory Division to track inspection progress. Partial databases shall not contain duplicate information from previously completed inspections.
- Staff shall adhere to Parish guidance on communications with property owners or residents of structures, restricting their communications to the standards outlined in the SDE Manual, and other applicable Parish guidance. They will not discuss the outcome of inspections, the disposition of data or determinations, but will refer questions to the Terrebonne Parish Assistant Director/Floodplain Administrator.
- Provide up to twenty-four (24) hours of technical support and training for Parish personnel upon delivery of the completed database.

- Provide support to the Parish on the use of the SDE Tool and resolving any database complications or issues experienced by the Parish or Communities where inspection data has been collected. Technical support may include assisting the Parish with the download of the SDE Database software onto local computers, including assisting Parish with any issues that may arise when downloading software, such as admin rights, or conflicts with local security software. Resolution of issues may include communication with the software developers to insure proper installation and appropriate use for the communities. Technical support may also include assisting in importing and exporting data using the SDE Tool, managing database functions, addressing any anomalies that may arise, and answering questions from GOHSEP or FEMA.

4.3. Deliverables

Complete the field inspections no later than December 31, 2021 and provide all reports to Parish no later than February 1, 2022.

4.4. Reports

The Contractor shall submit to the Parish:

- Weekly reports demonstrating task order accomplishments
- Daily geospatial reports showing structures visited by the close of the next business day.
- Community summary reports described in Section 6.3 of the SDE Manual.
- A final report of results from the SDE Collections, external to the SDE Estimation tool. Report shall summarize the following – the methodology of the collection, issues encountered, lessons learned, the number of structures that were assessed, in total and in each community, and what the percentages of loss, including the total amounts of Substantially Damaged.

4.5. Project Position Descriptions

The Contractor will provide personnel and services that are outlined within the Scope of Services to meet the needs of the Parish. The following positions are desired for this project and may be merged based on experience and expertise.

4.5.1. Project Manager

- Individual shall be a specialist in residential and non-residential structures and be familiar with applicable state and local codes. The manager must be qualified in and have experience applying standard loss estimating tools to rapidly perform required loss/damage inspections and assess damage percentages to the building elements of structures.
- Serves as the day-to-day principal point of contact for the Contractor and to assure that Contractor's personnel are performing within the contract's scope of services.

- Oversee staff to ensure the overall mission and goals are accomplished.
- Ensures that requirements are met, and deliverables are produced.

4.5.2. Inspection Team Technical Qualifications

- Individuals shall be a specialist in residential non-residential structures with background expertise in assessing residential and non-residential structures for damage.
- Have a working knowledge of the SDE Manual.

5. Evaluation

Offers that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the offer. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the offers using the criteria and scoring as follows:

Criteria	Maximum Score
Company Background and Experience	40
Approach and Methodology	25
Proposed Staff Qualifications	25
Cost	10
TOTAL SCORE	100

The offer will be evaluated in light of the material and the substantiating evidence presented, not on the basis of what may be inferred.

CONTRACTOR'S AFFIDAVIT OF NON-COLLUSION

STATE OF _____
PARISH/COUNTY OF _____

_____, Being first duly sworn deposes and says:
that he is _____ (A partner or officer of the firm of, etc.) and
that the Proposal which led to this Contract is genuine and not conspired, connived or agreed,
said contractor has not colluded, conspired, connived or agreed, directly or indirectly sought by
agreement or collusion, or communication conference, with any person, to fix the price of affiant
or of any other Proposers, or to fix any overhead, profit, or cost element of said Proposal price
leading to this contract, or of that of any other Proposers, or to secure any advantage against the
Terrebonne Parish Consolidated Government or any other party interested in the proposed
Contract; and that statements in said proposal, this contract, and Proposal are true.

APPEARER FURTHER DECLARES that he will, in all respects, comply with the public
contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes.

By: _____

Title: _____

Subscribed and sworn to before me this _____
day of _____ 20__.

Notary Public

AFFIDAVIT OF VERIFICATION OF CITIZENSHIP

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

_____ (name)

who after being first duly sworn, deposed and said that:

1. I am the _____ of _____, hereinafter, "Company."
 (title) (company)
2. I swear that Company is registered and participates in a status verification system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
3. I verify that if Company is awarded the contract, it shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
4. I acknowledge that Company shall require all its subcontractors to submit to Company a sworn affidavit verifying compliance with Paragraphs (2) and (3) of this Affidavit.

X: _____

Name: _____

Title: _____

Company: _____

Sworn to and subscribed before me at the city of _____, parish/county of _____, state of _____, on this _____ day of _____ 20_____.

NOTARY PUBLIC

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that: 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 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. 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date