

OahuMPO LEGAL REVIEW

REQUEST FOR QUALIFICATIONS

The Oahu Metropolitan Planning Organization (OahuMPO) is seeking qualified persons or firms to provide professional legal services.

This project is funded with Federal and local funds.

Introduction and Background

In July of 2011, OahuMPO underwent a mandated joint certification review by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The result of that review, published in a May 2013 report (<http://www.oahumpo.org/wp-content/uploads/2013/02/CertRev-2013.pdf>), was a partial certification of OahuMPO and one corrective action, which states:

“OahuMPO shall review existing State statutes, local ordinances, and the Comprehensive Agreement between Hawaii DOT and the OahuMPO for the following issues:

- 1. Is there language in any of the above that acts to restrict the function of OahuMPO as a Metropolitan Planning Organization under federal transportation legislation and regulation?*
- 2. Is there language in any of the above that incorrectly identifies the activities and role of OahuMPO under federal transportation legislation and regulation?*
- 3. Do any of the above identify activities for OahuMPO to support state and/or local transportation or land use planning outside of federally required activities?*
- 4. If any of the above identify activities for OahuMPO in support of state and/or local transportation or land use planning outside of federally required activities, is there a consensus among stakeholders that it is desirable for OahuMPO to perform these activities?*
- 5. If any of the above identify activities for OahuMPO outside of federally required activities, do the State and/or local governments provide adequate funding for OahuMPO to perform these functions?”*

On August 14, 2013, the OahuMPO Policy Committee approved the OahuMPO Federal Certification Review Corrective Action Plan, which identifies the need for a complete legal review and comparison of relevant Federal regulations, State statutes, local ordinances, and the OahuMPO Comprehensive Agreement to document both consistencies and inconsistencies related to the operations of OahuMPO.

Consultants are invited to prepare and submit a short statement of qualifications (SOQs) – no more than 10 single-side or 5 double-side, letter-size pages as a Portable Document Format (PDF) file – describing, in detail, their qualifications to perform a review of all pertinent Federal, State, and local laws, including the OahuMPO Comprehensive Agreement, to identify and document any inconsistencies between the documents, and to make recommendations as to how inconsistent State and local laws should be changed to become compliant with Federal regulations.

SOQs will be received at the Oahu Metropolitan Planning Organization **ONLY VIA EMAIL** to brian.gibson@oahumpo.org until 3:00 p.m., Hawaii Standard Time, on Friday, September 20, 2013.

Goals and Objectives

The goal of this project is to help make OahuMPO's structure and operations fully compliant with Federal mandates by:

- Identifying and documenting any legal barriers or inconsistencies at the State or local level that may prevent full compliance;
- Educating the OahuMPO staff, Policy Committee members, participating agencies, and stakeholders about any inconsistencies; and
- Providing guidance as to how any inconsistencies can be resolved.

Deliverables

The desired outcomes of this project are:

1. Documentation of any and all inconsistencies between relevant Federal, State, and local laws and the OahuMPO Comprehensive Agreement; and
2. A set of recommendations to make all inconsistent State and local laws and the Comprehensive Agreement consistent with current relevant Federal regulations.

Scope of Services

The service to be performed is to educate the OahuMPO Policy Committee about the legally required activities of OahuMPO and any inconsistencies between the MPO's Federal mandates and current State or local laws. The consultant is also expected to offer sound professional and legal advice as to how inconsistent State or local laws could be made consistent with the MPO's Federal requirements.

The laws and documents that shall be reviewed include (but are not necessarily limited to):

- U.S. Department of Transportation Joint Certification Review of the Oahu Area Metropolitan Transportation Planning Process, May 2013
- *Moving Ahead for Progress in the Twenty-First Century (MAP-21)* [P.L. 112-141]
- 23 United States Code (USC) 134
- 49 USC Sections 5303 and 5332
- 23 Code of Federal Regulations (CFR) Part 230
- 23 CFR Part 420 Subpart A
- 23 CFR Part 450
- 23 CFR §500.109
- 23 CFR Part 940
- 49 CFR Parts 20, 21, 27, 28, 37, and 38
- Hawaii Revised Statute Chapter (HRS) 279E
- HRS Chapter 226, *Hawaii State Planning Act*
- HRS Chapter 225M, *State Planning*
- HRS Chapter 205A, *Coastal Zone Management*
- HRS Chapter 205, *Land Use Law*
- Revised Ordinances of Honolulu, Chapter 4, Article 2
- OahuMPO Comprehensive Agreement, dated October 23, 2008

A comprehensive review of OahuMPO's current planning processes is occurring simultaneously with this legal review under separate contract. Significant coordination between the two efforts will be necessary and desirable to maximize the value and outcome of each effort.

Additionally, the selected consultant will be required to present, in person, its findings and recommendations to the OahuMPO Policy Committee.

Submittal Requirements

The respondent shall be, or shall include as part of the legal review team, an attorney experienced in legal reviews of this kind. It is highly desirable that the reviewer(s) have knowledge of or experience working with metropolitan planning organizations and their Federal mandates.

Submittals shall include the following attachments as an appendix (which will not be counted toward the SOQ page limit):

1. Statement of Affirmation and Acknowledgment of DBE Requirements
2. Requirements for Participation by Disadvantaged Business Enterprises (if a DBE is included as part of the proposed review team)
3. Confirmations for Each DBE Subconsultant (if appropriate)
4. Debarment and Suspension Certificate
5. Drug-Free Workplace Certificate
6. Certification Regarding Lobbying
7. Certificate of Insurance

The selected consultant must also possess or obtain a Hawaii State tax clearance certificate (<http://www.state.hi.us/tax/current/a6.pdf>) prior to the signing of the contract.

Submissions will be reviewed and evaluated by a Selection Committee based on the following criteria:

1. Experience and professional qualifications relevant to this project (*up to 50 points awarded*)
 - a. Has the consultant supplied the necessary attachments and certifications (see above)?
 - b. Will the legal review be done by an attorney?
 - c. Is the reviewer familiar with MPO's and their Federal mandates?
 - d. Does the reviewer have experience doing legal reviews?
2. Past performance on projects of similar scope (*up to 20 points awarded*)
 - a. Does the submittal include at least three references for similar work?
3. Approach to the project (*up to 20 points awarded*)
 - a. Does the submittal demonstrate an understanding of the project needs?
 - b. Does the submittal contain a staffing plan sufficient to complete the project on time and on budget?
4. DBE and Small Business Participation (*up to 5 points awarded*)
5. Primary consultant carries at least the minimum desired insurance coverage's (*up to 5 points awarded*)

Consultants shall demonstrate the following minimum insurance coverage's:

- General Commercial Liability Insurance (coverage must be based on occurrence)
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$2,000,000 aggregate coverage
- Workers Compensation and Employer's Liability (unless sole proprietor)
 - \$1,000,000 bodily injury from each accident
 - \$1,000,000 bodily injury from disease per employee

- \$1,000,000 bodily injury from disease aggregate
- OahuMPO also requests (but cannot require) waiver of subrogation in favor of the State of Hawaii
- Professional Liability (Errors and Omissions)
 - \$1,000,000 per claim
 - \$2,000,000 annual aggregate

Respondents that submit a proposal by the due date (below) may be contacted to schedule a question and answer (Q & A) session with the Selection Committee, which may be conducted in person or via telephone. The purpose of this Q & A session is to allow the Selection Committee an opportunity to gain greater understanding of the respondent's proposal. Consultants should not prepare a presentation. It is not OahuMPO's desire that the Q & A session be a major expense for the consultant. Rather, the Selection Committee simply desires, as appropriate, an opportunity to discuss the proposals with the **consultant's project manager** and ensure that the Selection Committee members have a full and complete understanding of the respondent's qualifications.

Following the Q & A sessions (if any), the Selection Committee will rank the Statements of Qualification (SOQ) and contract negotiations will then begin with the top-ranked respondent.

The OahuMPO reserves the right to reject any or all proposals and to waive any defects in said proposals if in the best interest of the public.

OahuMPO is conscious of the impact it has on the environment and natural resources. Respondents are strongly encouraged to be concise and to format SOQs using 10 point Century Gothic font.

Dates and Deadlines

Please email your proposal to [Executive Director Brian Gibson](#) at by **3:00 p.m. Hawaii Standard Time on September 20, 2013**.

Any questions concerning this solicitation should be directed to Brian Gibson via e-mail no later than Wednesday, September 11, 2013. All questions and responses will be posted to the [OahuMPO website](#); respondents are urged to check the website regularly to determine if there are any updates to this solicitation.

The time to complete the project is expected to require no more than 6 months from the Notice-to-Proceed date.

OahuMPO's Title VI Assurance

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations: The Consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by §21.5 of the Regulations, including employment practices when the contract covers a program set forth in Attachment II of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed

under a subcontract, including procurement of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

4. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Consultant shall take such action with respect to any subcontract or procurement as the State may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or supplier as a result of such direction: (1) the Consultant may request the State to enter into such litigation to protect the interests of the State, and, in addition, (2) the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Wages and Labor Law Compliance

If applicable, by submitting a proposal, the Consultant certifies that the Consultant is in compliance with HRS Section 103-55, wages, hours, and working conditions of employees of contractors performing services. Refer to HRS Section 103-55, at the Hawaii State Legislature website (<http://capitol.hawaii.gov/>).

Right to Cancel

OahuMPO reserves the right to cancel or revise, for any or no reason, in part or in its entirety, this RFQ. If OahuMPO cancels the RFQ prior to the deadline for SOQs or revises the RFQ, notification will be placed on OahuMPO's website. OahuMPO reserves the right to: (1) reject any or all offers if such action is in the public interest, and/or (2) waive informalities and minor irregularities in offers received.

Reservations

This RFQ does not commit OahuMPO to award a contract; to defray any costs incurred in the preparation of an SOQ or technical proposal pursuant to this RFQ; or to procure or contract for work. OahuMPO may reject proposals without providing the reason(s) underlying the declination.

Public Records

All SOQs submitted in response to the RFQ become the property of OahuMPO and public records; as such, they may be subject to public review, with the exception of those portions for which the Consultant has made a written request of confidentiality and OahuMPO has agreed are confidential or proprietary.

Statement of Affirmation and Acknowledgement of DBE Requirements

The undersigned hereby affirms and acknowledges that he or she has read and fully understands the Disadvantaged Business Enterprise (DBE) requirements of this contract, and that full compliance with the DBE program requirements (49 CFR Part 26), is a requirement and condition for award of this project.

The undersigned also affirms and acknowledges that he or she is bound by the requirements of the DBE program in connection with the proposal submitted for the following project:

(Project Title and Number)

The undersigned is also fully aware of the project's DBE goal, certification requirements, awarding procedures, and the requirements and documentation necessary to substantiate a "good faith effort."

(Name of Person or Firm)

(Signature)

(Name and Title)

(Street Address or P.O. Box No.)

(City, State, Zip Code)

(Date)

Requirements for Participation by Disadvantaged Business Enterprises

1. General – This federally-assisted project is subject to Title 49, Code of Federal Regulations, Part 26, entitled, "Participation by Disadvantaged Business Enterprise in Department of Transportation Financial Assistance Programs" (49 CFR 26). The following shall be incorporated as part of the contract documents for compliance. If any requirements herein are in conflict with the general provisions or special provisions applicable to this project, the requirements herein shall prevail unless specifically superseded or amended in the special provisions or by addendum.
2. Policy – It is the policy of the Hawaii Department of Transportation (HDOT) that Disadvantaged Business Enterprises (DBEs), as defined by 49 CFR 26, have an equal opportunity to receive and participate in federally-assisted projects. Consequently, the requirements of 49 CFR 26, apply to this project.
3. DBE Obligation – The CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have an equal opportunity to compete for and perform on contracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of contracts financed in whole or in part with Federal funds.
4. Contract Assurance – The CONSULTANT or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in connection with the award or performance of this contract. The CONSULTANT agrees to include the above statements in any subsequent contracts that it enters with other Consultants, and cause those Consultants to include similar statements in further agreements.
5. Failure to Comply with DBE Requirements – All Consultants and Subconsultants are hereby advised that failure to carry out all DBE requirements specified herein constitutes a material breach of contract that may result in termination of the contract or such other remedy as deemed appropriate by the HDOT.
6. Prompt Payment Certification – The successful CONSULTANT shall sign and submit the "Prompt Payment Certification" form concurrently with all its invoices to the Project Manager. The HDOT will not process any invoices without this completed form. Payment shall be dispersed to all Subconsultants within 10 (ten) calendar days after receipt of payment from the HDOT, in accordance with the terms of the subcontract.
7. Final Payment – A completed "Final Report of DBE Participation" which includes all payments made to DBEs and "Prompt Payment Certification" must be submitted with the final payment request. Final payment will not be processed without the completed forms.
8. DBE Participation
 - a. OahuMPO utilizes a race-neutral evaluation of proposals and Statements of Qualification. It does not have a specific contract goal for DBE participation.

Name	Nature of Work	DBE Y/N	Dollar Amount

- c. All DBEs listed above must be certified by the HDOT.
- d. No substitution of a DBE Subconsultant shall be made at any time without the written consent of the HDOT.

9. Records and Reports

- a. The CONSULTANT shall keep records as are necessary for the HDOT to determine compliance with the CONSULTANT'S DBE obligation.
- b. These records shall be available at reasonable times and places for inspection by authorized representatives of the HDOT and appropriate Federal agencies.

CONFIRMATION BY DBE

The undersigned confirms that it is currently certified by the Hawaii Department of Transportation (HDOT) as a DBE and, therefore, considered as a registered bidder with the HDOT. The undersigned is certified to perform work as:

- | | | |
|--|---------------------------------------|---|
| <input type="checkbox"/> Licensed Subcontractor | <input type="checkbox"/> Trucker | <input type="checkbox"/> Trucker/Manufacturer |
| <input type="checkbox"/> Supplier | <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Consultant |
| <input type="checkbox"/> Broker | <input type="checkbox"/> Vendor | |
| <input type="checkbox"/> Other, please specify _____ | | |

The undersigned submitted a bid proposal for:

(Project Name or Number)

(Name of Prime Contractor)

Signature of DBE Representative

Title

Name of DBE Firm

Date

Copies or faxes of all "Confirmation by DBE" forms signed by the DBE for each DBE listed in the proposal must be submitted to the Project Manager listed in the proposal within five (5) working days after bid opening or due date.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

The prospective primary participant certifies to the best of its 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;
 - a. Have not within a three-year period preceding this proposal been convicted of or had a 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, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

As the duly authorized representative of the Consultant, I hereby certify that the Consultant will comply with the above applicable certification(s).

NAME OF CONSULTANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

FOR OAHUMPO USE ONLY:

Verification Date	Verified By (Printed)	Verified By (Signature)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction*," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

DRUG-FREE WORKPLACE CERTIFICATION

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
 - Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
 - Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
 - Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Alternate I. (Grantees Other Than Individuals)

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted –
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

Printed Name of Authorized Agent

Company's Name

Signature of Authorized Agent

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Alternate II. (Grantees Who Are Individuals)

1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR 21690, 21705, May 25, 1990]

Printed Name of Authorized Agent

Company's Name

Signature of Authorized Agent

Date

CERTIFICATION REGARDING LOBBYING

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.

Statement for Loan Guarantees and Loan Insurance: The undersigned states, to the best of his or her knowledge and belief, that: If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print) _____

TITLE: _____

(signature)

(date)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 USC 1352.

1. Type of Federal Action a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post award	3. Report Type a. Initial filing b. Material change <i>For material change only</i> Year _____ _____ Quarter _____ _____ Date of last report _____
4. Name and Address of Reporting Entity a. Prime b. Subawardee Tier _____ Congressional District _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number:	9. Award Amount: \$	
10. Name and Address of Lobbying Registrant:	11. Individuals Performing Services <i>(last name, first name, MI):</i>	
<p>Information requested through this form is authorized by Title 31 USC section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subjected to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	Signature _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING 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 USC section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying 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. Complete all items that apply for both the initial filing and material change report. 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 lobbying 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 subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontract, 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 (CFDA) number for grants, cooperative 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-90-001."
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. Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. Enter the full names of the individual(s) performing services, and include full address if different from 10. Enter Last Name, First Name, and Middle Initial (MI).

The certifying official shall sign and date the form, print his/her name, title, and telephone number.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.