Laredo Independent School District

Purchasing Department
1702 Houston Street, Room 101
Laredo, Texas 78040
Tel: 956 273-1080
Fax: 956 795-3221

Request for Qualifications

Laredo Independent School District invites you to submit a Qualification Statement for:

FINANCIAL AUDIT SERVICES

REFERENCE NUMBER:	**RFQ # 2016-001**
RESPONSE MUST BE DELIVERED BY:	**(Tuesday) June 07, 2016** at 2:30 p.m. central standard time. *(Note: Timely physical delivery is at the risk of the respondent.)*
RESPONSE MUST BE DELIVERED TO:	Laredo Independent School District Procurement Department 1702 Houston St., Room 101 Laredo, Texas 78040
ESTIMATED CONTRACT PERIOD:	**July 18, 2016 to July 17, 2019 with an option to renew for a fourth and fifth (final) year.**
DISTRICT BUYER IN CHARGE OF QUALIFICATION STATEMENT:	All questions regarding this Qualification Statement should be in writing and submitted to Gustavo Alcantar at galcantar@laredoisd.org or Eugenio Amaya Jr. at eamaya1@laredoisd.org
PROCUREMENT DIRECTOR:	Gustavo Alcantar

LAREDO INDEPENDENT SCHOOL DISTRICT

RFQ #2016-001 Financial Audit Services

SUBMISSION/SCOPE SPECIFICATIONS:

Submittal Date:	June 07, 2016
Request for Qualification No	2016-001
Project(s) Name:	Financial Audit Services
Deadline:	2:30 P.M. (CST)

The ***Laredo Independent School District - LISD*** (herein after referred to as ***District***) is soliciting Qualifications Statements from public accounting firms to perform the annual audit for fiscal year ending August 31, 2016.

Request for Qualifications (RFQ) will be received at the:

Purchasing Department - Room # 101
1702 Houston Street
Laredo, Texas 78040 until **2:30 P.M. (Central Standard Time)**** on **June 07, 2016.**
** *Note: Any RFQ received after such schedule time due date will not be accepted and will be returned unopened.*

I. SUBMISSION/SCOPE SPECIFICATIONS:

The Laredo Independent School District is requesting a statement of qualifications from public accounting firms to perform the annual audit for fiscal year ending August 31, 2016.

I. BACKGROUND INFORMATION

Auditing requirements for Texas public school districts are contained in the Texas Education Agency Financial Accountability System Resource Guide, which is the authoritative document, adopted by reference as a rule of the State Board of Education, through Title 19, Texas Administrative Code, Section 109.61.

Laredo Independent School District ("the District") has an estimate enrollment over 24,700 in grades pre-kindergarten through 12 on 31 campuses. The 2015-16 budgeted expenditures for the General Fund is $222,520,885. The school district expended federal financial assistance for several programs including but not limited to National School Lunch Program, ESEA Title I Part A - Improving Basic Programs, ESEA Title I Part C - Education of Migratory Children, and ESEA Title VI - Innovative Education Program, IDEA - Part B Formula, American Recovery and Reinvestment Act (ARRA) and others.

The District's Comprehensive Annual Financial Report for the year ended August 31, 2016 can be found at the districts web page at www.laredoisd.org. The District has received numerous awards for several years including GFOA Certificate of Achievement for Excellence in Financial Reporting, and the Distinguished Budget Presentation Award. The District has also received a rating of "Superior Achievement" under School FIRST (Financial Integrity Rating System of Texas) for eleven (11) years in a row.

We believe that our current report continues to conform to the requirements of these programs.

A. Purpose of the Audit

The purpose of the Request for Qualifications is to obtain the services of a public accounting firm for the annual audit for fiscal year ending August 2016. The organization-wide audit will encompass the financial statements as required by GASB Statement No. 34 and the Texas Education Agency Financial Accountability System Resource Guide for the District for the fiscal year ending August 31, 2016. The audit is to be performed in accordance with generally accepted auditing standards and generally accepted government auditing standards contained in the Texas Education Agency Financial Accountability System Resource Guide.

The financial statement audit is to determine whether (1) the financial statements present fairly the financial position, results of operations, and changes in financial positions in accordance with generally accepted accounting principles, and (2) whether the District has complied with laws and regulations for those transactions and events that may have a material effect on the financial statements. The financial related audit will also include determining whether (1) financial reports and related items are fairly presented, (2) financial information is presented in accordance with established or stated criteria, and (3) the school district has adhered to specific financial compliance requirements.

As a part of the audit of the general purpose financial statements, the annual audit will also include obtaining an understanding of the school district's internal control and reporting any reportable conditions relating to the internal control systems coming to the attention of the auditors. To comply with Office of Management and Budget Circular A-133, a study and evaluation of internal control will include internal accounting and administrative controls for all major federal financial assistance programs, in accordance with standards for risk assessment for major federal financial assistance. Any material weakness noted during the study and evaluation of internal accounting and administrative controls and other kinds of noncompliance and questioned costs will be reported in compliance with the Single Audit Act.

As part of the audit of the financial statements, transactions and records pertaining to federal programs will be tested for material compliance with federal laws, rules, and regulations and all instances of noncompliance will be reported to the school district. The audit will include the performance of certain audit procedures for the purpose of reviewing the accuracy of fiscal information provided by the district through the Public Education Information Management System (PEIMS), as required by Section 44.008(b) of the Texas Education Code.

The Comprehensive Annual Financial Report (CAFR) will be prepared by district staff and will be reviewed by the auditing firm to assure full compliance with rules and regulations of the Government Finance Officers Association (GFOA).

Other Requirements

1. The accounting firm should provide an annual audit report in a form acceptable to the Texas Education Agency and within the time frame stipulated in TEC 21.256 (d) of 150 days subsequent to the close of the fiscal year for which the audit was made.
2. The Audit Committee would expect to meet with the auditor(s) at least annually. The meeting would be called by the chairman of the Business and Support Services Committee.
3. The District will prepare the Comprehensive Annual Financial Audit (CAFR) and supporting schedules for auditor review at the close of the fiscal year.
4. The District intends to sell bonds from time to time, which may require the audited financial statements and Auditors opinion to be printed in total or as a part of the section of or addendum to the Official

Statement for bond issues. Also, certification may be required for Interest and Sinking Fund Reserve Balances as a point in time other than year end.

5. It is requested that the interested accounting firm include a detailed description of each step in the audit approach that will be taken in the audit engagement including estimated hours for each.
6. The firm upon being awarded this engagement will be expected to review the detailed audit work plan and schedule with the Director of Financial Management prior to commencing the audit assignment each year.
7. If applicable, financial statements developed by the Auditor must be in a form that complies with the requirements for the GFOA Certificate of Achievement, and the Texas Education Agency.
8. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the District of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to auditors from the Texas Education Agency, The General Accounting Office, or other applicable governmental agencies; they are not otherwise considered to be records open to the general public.

B. Independent Auditor

The interested accounting firm must demonstrate the capability to perform the annual audit in accordance with generally accepted government auditing standards and state board of education auditing rules. Public accounting firms that have performed annual audits for similar entities are encouraged to file a proposal.

C. Term of the Audit Engagement

The District prefers to award a 3 year contract beginning July 18, 2016 and ending July 17, 2019. However, the District reserves the right to award a one year contract with an option to renew for a second and third year and the District may also extend the contract for a fourth and fifth year. Unless otherwise noted, the preferred terms for which financial audit services are being requested, with the District's option to renew for fourth and fifth (final) year.

Services are to be ordered on an "as need basis" over the contract period and prices are to be firm for that period. If applicable, renewed contract price must be provided by the proposer and received by the District at least one hundred eighty (180) days prior to renewal date and must carry a minimum twelve (12) months price guarantee for each year.

D. Dispute Resolution

Disputes concerning the terms of contracted services that cannot be resolved will be brought before an independent mediation center, whose decision will be binding upon both parties.

II. SUBMISSION OF PROPOSAL TO DISTRICT

Each interested Firm will submit a three ring binder. Firms should submit one original of the Qualification Statements requested in this document. The Qualification Statement should contain the following tabs and information:

Cover Letter summarizing their proposal and their firms experience. **The cover letter should be signed by an authorized individual that can contractually bind the Firm.**

Tab 1: Staff Qualifications

a. Firms should provide an organizational chart of their organization and inform the District of the number of staff they employ. The number of employees should be broken down by clerical, audit staff positions and partners.

b. Firms must provide resumes and CPA License numbers (if applicable) of staff member(s) who will direct the overall audit throughout the duration of the engagement as well as those staff members who will be responsible for planning, directing, and conducting substantial portions of the fieldwork or reporting on this audit engagement. Resumes must include the educational background, years of related experience, certifications and completed continuing education courses. Resumes must describe continuing professional education in governmental accounting and auditing received by the proposed audit team during the last three years.

c. Firms must provide a statement indicating whether the Firm is a national, regional or local public accounting firm and provide evidence that the interested accounting firm has experience in performing school district audits. The Firm should also provide one list of past audit clients. The list should detail school district clients. The list should state average daily attendance of the school districts on the list and whether or not the Firm prepared that District's Comprehensive Annual Financial Report as part of the engagement. Make sure to include the names and telephone numbers of contact persons and the number of years audit services were provided. If the list includes clients that are not school districts, firms should list size of budgets examined.

d. Firms should provide the names and qualifications of any needed outside specialists and consultants that will assist the interested accounting firm's staff members. If no consultants will be needed for the audit engagement, the Firm should include a statement to that effect.

e. Submit page 9 of this request for qualifications. If there are no deviations from specifications, state "No deviations" and sign form.

f. Auditor/Firm must submit the following:

1. Auditor must submit proof of completing 120 hours of Continuing Professional Education (CPE) credit over the last three (3) years with a minimum of twenty (20) hours per year.
2. Auditor must submit proof that personnel working on the District's audit have at least 24 hours of government accounting CPE every two (2) years.
3. Firm must submit a copy of the Firm's license.

Tab 2: Timeline & Technical Component

The Firm should submit an audit plan that at a minimum will specify budgeted hours, time lines and sequence for audit procedures, and names of staff to be assigned to tasks.

a. Explain the interested accounting firm's approaches to performing an annual audit, including the methodology, nature, timing and extent of audit procedures to be performed;

b. The Firm should include a one page statement concerning the independence of the interested accounting firm, including direct and indirect financial interest, and the relationship of the proposed audit team to employees of the district and any of the board members. Any and all indirect or direct relationships should be disclosed; failure to disclose relationships may disqualify your qualification statement.

Tab 3: Peer review

a. Provide the name of the external quality control review organization of which the interested accounting firm is a member and the interested accounting firm's length of membership. Please complete and attach the Peer Review Questions Form on page 10.

b. Provide a copy of the latest peer review report and letter of comments, if any, and letter of response.
c. Peer Review must not be more than three (3) years old.

Tab 4: Management Component

The Firm should furnish satisfactory evidence that it can provide the professional and timely services stated in the Request for Qualifications.

a. The Firm should include a one page statement indicating whether it is currently under the terms of a public or private reprimand by the Texas State Board of Public Accountancy and licensing boards of other states;

b. The Firm should include a 1-4 page statement describing staff rotation and audit plans for audit team members if the District were asking for a multiyear contract.

c. The Firm should include a detailed 1-4 page statement describing the level of assistance that will be expected from District personnel; including finance division, internal audit, instructional and other personnel. Firm should list specific duties for each of the District employee groups listed in this item.

Tab 5: Vendor Packet and Submittal Checklist

a. The Firm should submit vendor packet located on District website at: http://www.laredoisd.org/departments/purchasing/forms.html

b. Firm should submit the Submittal Checklist on page 14.

Tab 6: Fees

The Firm should submit the Fee Schedule located on page 11 of this Request for Qualifications.

III. CONDITIONS FOR SUBMISSIONS OF PROPOSAL

A. The District reserves the right to reject any and all qualifications, and to negotiate portions thereof. Qualifications that address only part of the requirements contained in this Request for Qualifications may not be considered;

B. The interested accounting Firm shall furnish such additional information that the District may reasonably require;

C. The District will not be liable for any cost incurred in the preparation of qualifications;

D. The District may ask interested accounting firms to send a representative for a face to face oral interview as part of the evaluation process. The District will not be liable for the costs incurred by the interested accounting firm in connection with such interview.

E. The District and interested accounting firms may enter into discussions and revisions of the qualification statement, as necessary. Discussions/negotiations may be conducted with interested accounting firms who are deemed best qualified.

F. Qualifications must be signed by an authorized individual to contractually bind their firm when submitting the Qualifications. **Failure to sign the Qualifications will be considered as a "mistake in Qualifications", and the Qualifications will be rejected as "non-responsive".**

G. By submitting a proposal, the interested accounting firm affirms that its company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned

or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.

H. In the event that any one or more of the provisions contained in this Request for Qualifications (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request for Qualifications (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

IV. PROCEDURES FOR SUBMITTING PROPOSALS

A. Delivery

Responses to the Request for Qualifications should be addressed and delivered to:

Laredo Independent School District
Mr. Gustavo Alcantar
Procurement Director
1702 Houston Street, Room101
Laredo, Texas 78040
(956) 273-1080

a. Qualifications must be received no later than Tuesday, June 07, 2016 at 2:30 p.m. Central Standard Time. For the purposes of these qualifications, the official time will be that of the DYMO date Stamper located at the District Procurement Office. No late entries regardless of situation will be accepted. Clearly mark envelope(s)/package(s) **RFQ#2016-001 Financial Audit Services.**

b. **Note:** Bids/Proposals/Qualifications delivered to LISD central mail facility or LISD locations other than 1702 Houston Street, Room 101, Laredo, Texas, 78040 will not be considered "received" by the Purchasing Department until they arrive in the Purchasing Office (Room 101). LISD will not be responsible for delays in delivery resulting from need to transport a bid from another location or error or delays on the part of a carrier.

Qualifications received at the Laredo ISD Procurement Department after the time and date specified above will not be considered and will be filed unopened.

Qualifications must be submitted to the District in a sealed envelope. **DO NOT FAX OR EMAIL YOUR QUALIFICATIONS!**

V. ASSISTANCE TO PROPOSERS

Any person wishing to obtain additional information about the Request for Qualifications or about the operations of the District may contact:

Laredo Independent School District
Mr. Gustavo Alcantar, Procurement Director
(956) 273-1081 or galcantar@laredoisd.org

The District will send addendums to the RFQ to potential accounting firms by US mail or via email.

Should you require additional information, please send an email with detailed questions to, galacantar@laredoisd.org, no later than 12:00 p.m. (CST), Friday, May 20, 2016. Please be advised that all responses will be posted on the Districts website.

VI. STATEMENT OF REQUIREMENTS FOR DISTRICT AND AUDIT FIRM RECEIVING AWARD

A. The Laredo Independent School District Finance staff will prepare and print the financial reports that meet the requirements of Texas Education Agency Financial Accountability System Resource Guide. For auditing requirements under the guide, please refer to Texas Education Agency's website at www.tea.state.tx.us/school.finance/audit/resguide4/. The independent auditor is required to review the final audit reports and assure that all requirements are met.

B. A preliminary draft of the audit report(s) will be presented to the District prior to submission of the final draft. Timing of the submission must allow District personnel sufficient time to review the report.

C. Satisfactory delivery of the services specified by the Request for Qualifications and the engagement letter shall be accomplished no later than the May 2016 meeting of the Board of Trustees.

D. The independent auditor will be required to present the audit report to the Board of Trustees at the regularly scheduled May 2016 Board Meeting.

E. The independent auditor is required to provide a report on conduct of audit containing comments oriented toward constructive improvements. Copies of selected audit working papers will be provided as requested by the Laredo Independent School District and as provided for in the engagement letter. If a report on conduct of audit is issued, the auditor will provide the District with twenty (20) copies.

F. The auditor will prepare and provide two (2) copies of the Data Collection Form for Reporting on Audits of States, Local Governments and Nonprofit Organizations.

VII. ESTIMATED TIMELINE

Qualifications Timing	
RFQ Advertised	(Sat.) May 14, 2016 and (Sun.) May 15, 2016
Qualifications due to the District	June 07, 2016 by 2:30 p.m. (C.S.T.)
Evaluation of Qualifications	June 10, 2016
Interviews: Will be scheduled (if necessary)	TBD
Recommendation to Board of Trustees	July 21, 2016

VIII. BOARD OF TRUSTEE APPROVAL

The Board of Trustees expects to engage an audit (on a yearly basis) firm for three years. However, the Board of Trustees expressly reserves the right to reject all bids and to review the relationship on an annual basis and to formally approve each year's extension. The Laredo Independent School District reserves the right to cancel any contract resulting from this Request for Qualifications at any time, for any reason (or for no reason) with a thirty (30) day written notice to the firm. The firm may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the firm shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder's address appearing on the face of the Request for Qualifications (or as subsequently revised or changed). Any compensation due the firm will be limited to items received and/or services performed and accepted by the District. It is possible that the Board could terminate the relationship at any time. However, the Board of Trustees does not desire or expect that to be the case and assumes that a long and satisfactory relationship will be the experience.

IX. DEVIATIONS FROM SPECIFICATIONS:

***It is requested by the District for bidder to provide a list (submit with qualification response) of any items that are exempt from the above stated rates and note other deviations applicable in specifications in area below from.**

Notes and Deviations:

_____

_____

_____

_____

_____

_____

Acknowledgement of proposal:

_____ _____

Name & Title of Representative Company Name & Telephone

_____ _____

Authorized Signature Date

PEER REVIEW QUESTIONS FORM

Question	Yes	No	Comments
1. Is the CPA or firm subject to peer review? If not, please explain.	☐	☐	
2. Has a peer review been performed in the last three years? If not, please explain.	☐	☐	
3. Was a system type of peer review performed?	☐	☐	
4. Did the peer review result in an unmodified report? If not, obtain an explanation of findings and inquire about the status of any follow-up action required by the peer review committee.	☐	☐	
5. Has the firm corrected deficiencies noted in the peer review report and/or the letter of comments? If not, please explain.	☐	☐	
6. Explain what the comments and recommendations in the letter of comments mean.	☐	☐	
7. Did the peer review committee request any follow-up actions? If so, have these actions been carried out?	☐	☐	
8. Was our organization selected for review during the peer review? (When the firm is the current auditor) If so, were any negative responses noted?	☐	☐	
9. Was the engagement partner (or auditor in charge) selected for review during the peer review? If so, were any negative responses noted on audits performed by them?	☐	☐	
10. Does the firm perform Single Audits? If so, were they included in the last review? If not, why not?	☐	☐	

Completed by: _____ Date: _____

(Print) First Name Last Name

FEE SCHEDULE

Below state the estimated fees for the annual audit for the fiscal year ending August 31, 2016. Also state the estimated fees for the subsequent two years, under current existing conditions, if the Laredo Independent School District were to request an extension of the annual contract. For each audit project, indicate the estimated number of hours that will be needed to complete project.

Description	**FY 2015-2016**	**FY 2016-2017**	**FY 2017-2018**
Financial Audit (Annual Cost)			
Number of Hours to complete project			
Hourly Rate			

EVALUATION WORKSHEET

This worksheet is to be used to document the District's evaluation of the interested accounting firms' qualifications. Points within the ranges specified are to be assigned to the below listed criteria as a means for quantifying the relative strengths and weaknesses of the various qualifications.

PROFESSIONAL QUALIFICATIONS

The evaluation of professional qualifications of the interested accounting firms will be based on the following criteria:

I. Mandatory Criteria

Qualifications will not be considered for further evaluation unless there is compliance with **all** of the following criteria. The interested accounting firm:

A. Must be an independent auditor properly licensed for public practice.
B. Must meet the independence standards of Government Auditing Standards, United States General Accounting office (GAO).
C. Must not have a record of substandard work.
D. Must submit a qualification statement meeting all of the requirements of the Request for Qualifications.

Note: The Firm with the best score based on rank points will be contacted by District personnel (in writing/e-mail) to negotiate a final contract and fees so a recommendation can be made to the Board of Trustees. A recommendation may be made with or without a Best and Final Offer (BAFO), as is in the best interest to the District. The evaluation committee may have Firms provide oral presentations of their responses. If a contract cannot be successfully negotiated with first ranked vendor, the District will formally end negotiations with the first ranked vendor and begin negotiations with the second ranked Firm. The District will continue this process until a contract is successfully negotiated and a recommendation is made to the Board of Trustees.

Note: If a Firm is picked as a finalist and negotiations begin, the Firm may be required to submit complete financial statements. For the purpose of this RFQ, financial statements are defined as (1) Income Statements, (2) Balance Sheet and (3) Statement of Cash Flows.

EVALUATION WORKSHEET

Qualifications which have met each of the criteria in Section II Submission of Proposal to District above will be evaluated on the following criteria:

Criteria Score Points

	Maximum Points
A. Characteristics of the staff, including consultants to be assigned to the audit:	
1. Size and structure of the firm, including audit staff positions	10
2. Qualifications of supervisory personnel, consultants, and the field audit team. - Education, including continuing education courses taken during the past four years.	20
3. Auditing experience in Texas public schools.	15
4. Auditing experience in other government entities.	5
5. Realistic time estimates of each major segment of the work plan, including the estimated number of hours for each staff level including consultants assigned.	10
B. Peer Review	
1. Is the quality of Peer review acceptable?	10
C. Management Component	
1. Is the firm under any public or private disciplinary reprimand?	5
2. Are the staff rotations regarding a multiyear program acceptable?	5
3. Is the level of assistance expected from the District acceptable?	5
4. Fee schedule	15
Total Points	100

Ranking Points Evaluation

Vendor	Total Points	Rank Points

Evaluators should rank firms based on total points.

LAREDO INDEPENDENT SCHOOL DISTRICT
Mr. Gustavo Alcantar, Director of Procurement
1702 Houston Street, Laredo, Texas 78040

SUBMITTAL CHECKLIST

Proposers are encouraged to complete and return this checklist and the required documents as a part of their response submittal. Failure to return any of the required documents may subject your Qualification Statement to disqualification. Indicate your responses under column "Proposer Use Only."

RFQ #2016-001 Financial Audit Services

	Item/Description	Proposer Use Only			Laredo ISD Use Only		
		Yes	No	n/a	Yes	No	n/a
1.	Is all information in Tab 1 included with your response?						
2	Is all information in Tab 2 included with your response?						
3.	Is all information in Tab 3 included with your response?						
4.	Is all information in Tab 4 included with your response?						
5.	Is all information in Tab 5 included with your response?						
6.	Is all information in Tab 6 included with your response?						

For Laredo ISD Procurement Department Use Only

Reference No: RFQ #2016-001

Vendor: _____

The purpose of this preliminary evaluation is to determine whether this qualification statement will proceed to the next step for consideration. Buyer must review and evaluate all submitted documents and complete the column "For Laredo ISD Use Only" on the table shown above. If any required item is answered "No", then Decline for Consideration and state the reason for decline.

[___] YES. Proceed for consideration. Buyer Initials: _____ Date: _____
[___] NO. Decline for consideration. Buyer Initials: _____ Date: _____
Reason(s) for decline: [__] Missed timeline (Date and time received: _____)
[__] Missing documentation as listed: _____
[__] Other *: _____
* Procurement Director Initials: _____ Date: _____
*(*Director's review and initials required when declined for other reasons)*

General Conditions

1. **SUBMISSION, MODIFICATION, AND WITHDRAWAL OF RFP**
   a. **Submission** - All **Qualification Statements**, whether delivered by hand or mail, are due in sealed envelopes endorsed with **RFQ #2016-001** no later than June 07, 2016 at **2:30 p.m. central time** at the District's Procurement Department located at 1702 Houston Street, Room 101, Laredo, Texas 78040. Responses sent by overnight mail shall have **Qualification Statement** number and name written on the delivery ticket. **Qualification Statement** must be signed by an authorized agent of the vendor that has authority to bind the vendor contractually. Please submit one (1) original of all required documents. **Qualification Statements** may not be faxed or e-mailed. Qualification Statement/Bids/Qualifications delivered to the LISD central mail facilities or to LISD locations other than 1702 Houston Street, Room 101 will not be considered "received" by the Procurement Office until they arrive at the Procurement Office Room 101. LISD will not be responsible for delays in delivery resulting from need to transport Qualification Statement/Bid/Qualifications from another location or error or delay on the part of the carrier.

   b. **Modification** - No response may be changed, amended, or modified, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. These modifications must be made by written or electronic notice in accordance with original submission terms.

   c. **Withdrawal/Resubmission** - A **Qualification Statement** may be withdrawn and resubmitted by written notice received by the District's Procurement Department prior to the exact hour and date specified on the **Qualification Statement.** A **Qualification Statement** may also be withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the Qualification Statement, but only if the withdrawal is made prior to the exact hour and date set for the receipt of Qualification Statements. Resubmissions may be done in accordance with the original submission terms in paragraph A above.

   d. **For the purposes of this RFP the words bid and Qualification Statement will be used in the same manner. They will both refer to a Request for Qualification Statements procurement document.**

2. **LATE QUALIFICATION STATEMENT**
   All bids delivered will be stamped with the date and time as proof they were received. For the purposes of this Qualification Statement the date and time on the "Dymo Datemark Stamper" located at the Procurement Department will be the official time. If a **quote** is received after the stated date and time, it will still be stamped, but it will be considered late and not eligible for consideration. These **quotes** will be considered late and returned unopened. If a return address is not provided on the envelope, a late bid will be opened for identification purposes **only** and returned to the address provided within.

3. **TERM OF CONTRACT**
   Unless otherwise noted, the preferred terms for which **Qualification Statements** are being requested are for three (3) years, with the District's option to terminate the contract at the end of each anniversary date or other necessary time. A single contract of one (1) year duration will be awarded for the first three (3) years, with the District's option to extend for two (2) additional years, in one (1) year increments, depending on district's periodic evaluation results. Services are to be ordered on an "as need basis" over the contract period and prices are to be firm for that period. If applicable, renewed contract price must be provided by the proposer and received by the District at least one hundred eighty (180) days prior to renewal date and must carry a minimum twelve (12) months price guarantee for each year.

4. **AWARD DATE**
   It is anticipated that a recommendation for this bid will be submitted at the next regularly scheduled Board of Trustees meeting taking into consideration internal timelines for submission.

5. **ALL OR SOME QUALIFICATION STATEMENTS**
Proposers may submit qualification statements that will be considered for all upcoming District projects.

6. **OPENING OF QUALIFICATION STATEMENT**
Qualification Statements will be publicly opened at the Procurement Department immediately after date and time Qualification Statements are due. The District will only read proposer's names.

7. **APPLICABILITY**
These conditions are applicable and form a part of the contract document and are part of the terms and conditions of each purchase order (standard purchase terms and conditions) issued as a result of this **Qualification Statement.** The selected proposer will receive a Notice of Award with a contract that must be signed by the awarded proposer in accordance with specified timelines. If proposer has their own contract they are to provide a copy of that contract for evaluation and determination by the District legal counsel. Any deviations to these general conditions and/or specifications shall be conspicuously noted in writing by the Proposer and shall be included with the **Qualification Statement.**

8. **DETERMINING AWARD/EVALUATION OF QUALIFICATIONS**
In conformance with Texas Education Code Section 2254, in determining to whom to award a contract, the District shall consider the firms qualifications and experience. If specific criteria are stated in the Bid specifications, those criteria will supersede the general criteria identified in this section of the General Conditions. Consideration may also be given to any additional information and comments if they increase the benefits to the **DISTRICT**. The Proposer must provide relevant information for the items above that will enable the District to evaluate the Proposer for each category.

9. **RESPONDENT'S ACCEPTANCE OF EVALUATION METHODOLOGY**
Submission of a Qualification Statement indicates respondent's acceptance of the evaluation criteria and respondent's recognition that some subjective judgments must be made by the **DISTRICT** during evaluations.

10. **QUALIFICATION OF PROPOSER**
The **DISTRICT** may make investigations deemed necessary to determine the qualifications and/or ability of the bidder to perform in accordance with the bid terms and conditions specified herein. The bidder shall furnish to the **DISTRICT** all such information as the **DISTRICT** may request. The **DISTRICT** reserves the right to reject any bid if the bidder fails to satisfy the **DISTRICT** that such bidder is properly qualified to carry out the obligations of the contract.

11. **DISQUALIFICATION OF PROPOSER - Reasons that *shall* disqualify**
Proposers ***shall*** be disqualified and their responses not considered for any of the following reasons:

a. Failure to submit Qualification Statement by required date and time
b. Failure to submit required documents as specified on Submittal Checklist.
c. Failure to abide by Non-Collusion Statement as specified in # 35, below.
d. Any pertinent information coming to the attention of the District resulting in material legal matters.

12. **DISQUALIFICATION OF PROPOSER - Reasons that *may* disqualify**
Proposers ***may*** be disqualified and their responses not considered for any of the following reasons:

a. Reason for believing collusion exists among bidders.
b. Reasonable grounds for believing that any bidders have interest in more than one Qualification Statement or bid wherein there may be a conflict of interest.

c. The bidder being interested in any litigation against the Board.

d. The bidder being in arrears on any existing contract or having defaulted on a previous contract.

e. Failure to demonstrate competency as revealed by any required financial statement, experience or equipment questionnaire, or omission or falsification of required Qualification Statement submittals on this or prior procurements, etc.

f. Failure to demonstrate financial ability to fund the projects on an interim basis as revealed by a financial statement, financial records, bank references, etc.

g. Current or uncompleted work, which, in the judgment of the District, will prevent or hinder the timely completion of additional work, if awarded.

h. Failure to comply with applicable laws relevant to Public Works contracts.

i. Other information or circumstances which establish reasonable grounds for belief that the bidder or proposer is not a "responsible bidder" or "responsible proposer."

13. MODIFICATION OR WITHDRAWAL BY SUCCESSFUL PROPOSER

Modifications or withdrawal of a bid by the successful bidder will be accepted only if the change is in the best interest of the **DISTRICT** and executed in writing.

14. INSURANCE REQUIREMENTS

The contractor must provide a certificate of coverage to the District *prior* to being awarded the contract. Proposer may be disqualified for not providing this required document.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity. Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The following are the types of coverage and acceptable limits that shall be maintained:

Workers' Compensation Insurance & Employer's Liability	
Part One - Workers Compensation:	Statutory Limits
State:	Texas
Part Two - Employer's Liability:	Annual Limits Per Insured
Bodily Injury by Accident:	$1 ,000,000 Each Accident
Bodily Injury by Disease;	$1 ,000.000 Each Employee
Bodily Injury by Disease:	$1 ,000,000 Policy Limit

Notes:

- This policy will cover operations of the Laredo .I.S.D. Project for Contractors/Subcontractors of all tiers performing work in connection with Project Site(s).

Commercial General Liability	Annual Limits of Liability
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal And Advertising Injury Each Occurrence	$1,000,000
Each Occurrence Limit	$1,000,000
Medical Expense (any one person)	$10,000

Builder's Risk(Not Applicable to this RFQ)	
Annual Limits of Liability Shared by All Insured::	
Per occurrence and specified location.	$50,000,000 (Per Occurrence)
Deductible (To be paid by LISD):	$5,000
All Risk Perils (including Flood and Windstorm)	

LAREDO I.S.D. must be added as an additional insured for the Comprehensive Automobile Liability.

15. **BONDS (Performance and Payment) Not required for this RFQ**
The contractor must provide a certificate of coverage to the District *prior* to being awarded the contract. Proposer may be disqualified for not providing this required document.
In accordance with Government Code 2253 Public Work Performance and Payment Bonds, a governmental entity that makes a public works contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

    a. A performance bond if the contract is in excess of $100,000; and

    b. A payment bond is required for contracts in excess of $25,000.00

    A bond required by this code must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session 1959 (Article 7.19-1, Vernon's Texas Insurance Code). A bond executed for a public work contract with the District, must be made payable to and its form must be approved by the District. In accordance with the applicable insurance code, the successful bidder shall submit the required bonds when a contract is made and BEFORE the contractor begins work.

16. **WARRANTY**
Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. The District does not waive or limit any warranties, either

expressed or implied, as to any services, products or goods made the subject of this bid. Failure to provide such information may be cause for rejection of the bid.

17. EXPRESSED WARRANTIES

Implies wear of merchantability and implied warranty of fittings for a particular purpose shall apply to all purchases initiated by this document. The bidder shall assume all liabilities incurred within the scope of consequential damages and incidental exposures as set forth in the Uniform Commercial Code (as adopted in the State of Texas) which result from either delivery or use of product which does not meet specifications within this document. The warranty conditions as stated herein shall be approximate and shall not be nullified, voided or altered in any way by the inclusion of the bidder pre-printed forms with this document.

18. F.O.B DESTINATION

Bids/**Qualification Statements** must be submitted on a F.O.B. Destination basis with freight prepaid. Freight is to be assumed by the bidder. No additional charges will be accepted. Possessions of goods will not pass to the **DISTRICT** until received at the **DISTRICT'S** receiving dock.

19. DELIVERY

Delivery personnel must provide a current, valid company picture identification card when making deliveries to the District. Deliveries required in this **Qualification Statement** shall be freight prepaid F.O.B. destination and bid price shall include all freight and delivery charges. No delivery, no sale.

20. IDENTICAL QUALIFICATION STATEMENTS

In the event of tie bids, the **DISTRICT**, shall select by the casting of lots or award may be made to multiple vendors.

21. DISTRICT RESERVES THE RIGHT OF THE FOLLOWING:

a. RIGHT OF AWARD - The DISTRICT reserves the right to award as is in its best interest and may therefore chose services from different vendors. The DISTRICT may negotiate with the top three proposers. A written Notice of Award letter will be sent to the awarded vendor(s). The District may either enter into a contract with the vendor(s) or the award letter followed by a purchase order to the success full bidder(s) may result in a binding contract without further action by either party.

b. RIGHT TO REJECT QUALIFICATION STATEMENTS - The DISTRICT reserves the right to reject any and all Qualification Statements, waive all irregularities, and to chose the most advantageous price for each item.

c. RIGHT TO HOLD QUALIFICATION STATEMENTS - The DISTRICT reserves the right to hold Qualification Statements for 60 days before awarding the contract.

d. RIGHT TO INCREASE OR DECREASE QUANTITIES - The quantities required are substantially correct, but the DISTRICT reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the proposer and agreed upon by the District. The District also reserves the right to decrease quantities during the period the bid/Qualification Statement is guaranteed to be firm. Items are to be ordered "as needed" over the estimated contract period.

e. RIGHT TO EXTEND AWARDED CONTRACT – The DISTRICT and the vendor may mutually agree to extend the contract on a monthly basis, or other agreed upon period, if needed.

f. RIGHT TO AMEND RFP - The DISTRICT reserves the right to amend the RFP prior to bid opening date. The DISTRICT may also consider and accept an alternate Qualification Statement as provided herein when most advantageous to the DISTRICT.

g. RIGHT OF NEGOTIATIONS – The DISTRICT reserves the right to conduct discussions and negotiate final scope and price.

22. LIST PRICE OR DISCOUNT PERCENT

For list price Qualification Statements, the price shall be fixed for the entire contract period. For discounts percentages, the discount percent shall be applied on a fixed per-unit price. The fixed per-unit price shall be fixed for a specified period of time, at least quarterly. The discount percentages shall be for the contract period specified. If the per-unit price will fluctuate at the quarterly intervals, proposer must disclose the maximum increases being proposed.

23. ALTERNATE PRODUCTS AND METHODS/SUBSTITUTIONS

The showing or mentioning in these specifications of certain trade products and methods is done partly for the purpose of establishing a standard of quality. The mentioning of trade names does not imply that the mentioned products are the only ones that will receive approval or consideration. Please submit name of product of each item proposed. Substitutions from the brand(s) proposed will not be accepted unless approved in writing by the Purchasing Director. Samples of possible substitution items may be requested at that time.

24. AVAILABILITY OF FUNDS

All awards are subject to approval upon availability of funds. In the event funds do not become available, the contract may be terminated with a written notice.

25. SALES TAX EXEMPTION

The **DISTRICT** qualifies for exemption of the Texas limited sales, exercise and use tax; sales tax will not be charged on these purchases.

26. REBATES/PROMOTION ITEMS

If a rebate is offered by the manufacturer of a Qualification Statement item(s) after Qualification Statement is awarded, the successful proposers will advise the DISTRICT and deduct the rebate from the Qualification Statement price. If a special promotion is offered by the vendor, the vendor must clearly disclose the criteria for earning the promotion. All promotions shall be coordinated with the Procurement Department directly.

27. INSPECTION OF BID ITEM(S)

The bid item(s) will be inspected upon arrival. All defects will be repaired or replaced at the expense of the successful proposer.

28. TERMINATION BY DISTRICT

For Cause - The DISTRICT shall have the right to cancel or default all or part of the undelivered portion of the order if the contractor breaches any of the terms hereof, including warranties, or if the contractor becomes insolvent or commits acts of bankruptcy. Other factors shall include service performance.

Without Cause - The DISTRICT, in accordance with this provision, may terminate the performance under this order in whole or in part. Termination hereunder shall be effected by the delivery to the contractor or a "Notice of Termination" specifying the extent to which performance of work under the order in terminated and the date upon which such termination becomes effective.

29. CERTIFICATION OF PAYMENT

Payment by the **DISTRICT** will be made in accordance with the terms of the contract.

30. UNIFORM COMMERCIAL CODE

All contracts and agreements between vendor and the District shall strictly adhere to the statutes as set forth in the Uniform Commercial Does as last amended by the American Law Institute and the National Conference of Commissioners on Uniform State Law.

31. PUBLIC WORKS CONTRACTS

a.) The contractor shall comply with all laws, rules, regulations, and ordinances of the State of Texas, the County of Webb, and the City of Laredo relating to the employment of Labor and the performance of public works contract, and the contractor shall comply with all requirements of the Laredo Independent School District regulating or applying to the performance of public improvement contracts.

b.) The contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. The contractor further agrees that every subcontract entered into for the performance of this agreement will contain a provision requiring non-discrimination in employment herein specified, building upon each subcontractor. Breach of this covenant may be regarded as a material breach of the agreement.

c.) When applicable, the contractor shall procure and maintain during the life of this agreement Workers' Compensation Insurance in accordance with the Workers' Compensation Act of the State of Texas, adequately protecting all labor employed by the Contractor during the life of this agreement and shall provide evidence to the Laredo Independent School District that such insurance is, in fact, in force. All Certificates of Insurance shall be forwarded to the Laredo Independent School District.

d.) When applicable, the contractor shall comply with OSHA safety rules and any other safety guidelines and standards as required by the Laredo Independent School District.

32. FELONY CONVICTION NOTIFICATION

A person or business entity that enters into a contract with the **DISTRICT** shall notify the **DISTRICT** if the person or an owner or operator of the business entity has been convicted of a felony. Such notice shall include a general description of the conduct resulting in the conviction. Failure to provide such information may result in termination of the contract. Vendors shall complete and submit the "Felony Conviction Notification" included with this packet in the Required Forms.

33. CONFLICT OF INTEREST

No member or spouse of the board, president, superintendent, business manager or any other person holding any position or employment under said board, shall be directly or indirectly interested in an purchase, sale, business, work or contract, the expense, price or consideration of which is paid from school funds of said district, nor shall any such officer or employee purchase any warrants or claims against said board of district, or any interest herein, or become surety for any person or persons having a contract or any kind of business with said board, for the performance of which security may be required. Anyone violating this provision shall be removed from office, or be discharged from services by the majority of the board. No member of said board shall vote upon any question in which such member has an interest, distinct and apart from that of the citizens at large, and any member shall disclose such interest and refrain from voting. All interested parties shall comply with Board Policy BBFA (LEGAL) Conflict of Interest Disclosures and if applicable (for members of the Board and Superintendent), complete and submit Exhibit found at BBFA (EXHIBIT) http://www.tasb.org/policy/pol/private/240901/pol.cfm?DisplayPage=BBFA(XHIBIT).html also please refer to The Texas Ethics Commission website at http://www.ethics.state.tx.us/ for more information.

Additionally, an employee interested in responding to this Qualification Statement shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or that creates a potential conflict of interest with the best interest of the District, Board Policy DBD (LOCAL).

34. GENERAL ETHICAL STANDARDS

Gratuities - It is a breach of ethics to offer, give or agree to give any employee or former employee of a school district, or for any employee or former employee of a school district to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or Qualification Statement therefore pending before this government. Acceptance of gratuities may be construed as a criminal offense.

Kickbacks - It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school district, or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed above are conspicuously set forth in every District's contract and solicitation in accordance with the Texas Education Agency's Financial Accountability System Resource Guide Update 12.0.

35. NON COLLUSION STATEMENT

The proposer affirms that he/she is duly authorized to execute a contract, that this company, corporation, firm, partnership or individual has not prepared this Qualification Statement in collusion with any other Proposer, and that the contents of this Qualification Statement as to prices, terms or conditions of said Qualification Statement have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Qualification Statement. The proposer also affirms that they have not given; offered to give, do not intend to give at any time hereinafter any economic opportunity, future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract. Proposer further affirms that after the opening of this Qualification Statement, proposer (or any representative of proposer's company) will not discuss the contents of this Qualification Statement with any person affiliated with LAREDO ISD, other than the Procurement Director or its Designee, prior to the awarding of this bid/Qualification Statement. Failure to observe this procedure will cause the Qualification Statement to be rejected.

36. INDEMNIFICATION PROVISION

To the extent allowed by law, the written contract executed between the successful respondent and LISD will contain an indemnification provision in which the successful respondent agrees to indemnify and hold harmless LISD from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage rising from or relating to respondent's performance of services or goods made the subject of this bid. LISD does not agree to indemnify the successful respondent.

37. VENUE

It is understood and agreed by both the successful bidder and the **DISTRICT** that venue for any litigation from this contract shall lie in Webb County, Texas.

38. QUALIFICATION STATEMENT INTERPRETATION

No interpretation to the meaning of the "Invitation to Bid" or other documents will be given orally. Every request will be in writing, addressed to the Procurement Director, and must be received at least five days prior to the date fixed for the opening of the bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the "Invitation to Bid", which if issued, shall be mailed to all known prospective bidders. Failure of any bidder to receive any such addenda or interpretations shall not relieve such

bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract document.

39. RIGHT TO AUDIT CLAUSE

The District upon written notice shall have the right to audit all documents relating to all projects. Records subject to audit shall include, but not limited to records which may have a bearing on matters of interest to the District in connection with the Vendor's work for the District and shall be open to inspection and subject to audit and/or reproduction by the District's agents or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Vendor's compliance with contract requirements (b) compliance with District procurement policies and procedures (c) compliance with provisions for computing billings to the District and (d) any other matters related to the contract between the District and the Vendor. Additionally, in accordance with TEC 44.031 (c) the state auditor may audit purchases of goods or services by the District.

40. NO ARBITRATION CLAUSE

To the extent allowed by law, the written contract executed between the successful respondent and LISD will contain an indemnification provision in which the successful respondent agrees to indemnify and hold harmless LISD from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage arising from or relating to respondent's performance of service or goods made the subject of this bid. LISD does not agree to indemnify the successful respondent. There will be no agreement for binding arbitration in any written contract between LISD and Respondent relating to a dispute involving the services, products or goods made the subject of the bid.

41. DEFINITION

The words "bids, competitive sealed Qualification Statements, quotes" and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all bids, request for Qualification Statements, quotes, competitive sealed Qualification Statements, etc. to which they are attached.

42. NO LIMITATION OF LIABILITY REMEDIES OR DAMAGES

LISD will not contractually agree to limit in any manner either Respondent's potential liability or LISD's potential remedies or damages relating to or arising from any potential dispute between the parties or relating to the services, products or goods made the subject of this Qualification Statement.

43. OTHER INFORMATION

For additional information, contact Gustavo Alcantar, Director of Procurement, at (956) 273-1081.

44. BACKGROUND CHECKS

a. School contractors hired 1/1/08 or after who meet the following criteria must be fingerprinted:
   - Work on a contract for services
   - Have continuing duties related to the contract;
   - Have direct contact with students

b. Contractors must contact DPS to be set up with a secure site account.
   Access and Dissemination Bureau Texas Department of Public Safety Criteria Records Services
   P.O. Box 149322 Austin, Texas 78714-9322
   Email: FACT@txdps.state.tx.us
   Phone: (512) 424-2365

c. Contractor should certify to the school district or chapter school that they are complaint with fingerprinting their employees.

d. Districts may subscribe to the records of contractors/subcontractors employees that are subject to fingerprinting.

45. 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 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 Congress, or an employee of a Member of Congress in connection with the awarding 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 fund 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 this instructions on the link provided http://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.