

AGREEMENT BETWEEN THE CITY OF RAPID CITY
AND LAWRENCE & SCHILLER, INC.
FOR
THE RAPID CITY POLICE DEPARTMENT 2013 PEDESTRIAN SAFETY CAMPAIGN

This Agreement is entered into this ____ day of _____, 2013, by and between the City of Rapid City, a municipal corporation organized under the laws of the state of South Dakota, of 300 Sixth Street, Rapid City, South Dakota 57701, (“City”), and Lawrence & Schiller, Inc., of 3932 South Willow Avenue, Sioux Falls, South Dakota 57105, (“L & S”). The parties agree to the following terms:

1. Products and Services. L & S agrees to perform for the City for the Rapid City Police Department (the “Agency”) 2013 Pedestrian Safety Campaign (“Campaign”) services including but not limited to the following: creative production for television, print, outdoor and/or digital elements, and media placement.

1.1 Agency Assistance. The parties agree that the Agency will assist in the development and implementation of the products and services outlined above, and such assistance shall include but not be limited to the following: message development, including the overall theme or tagline for the Campaign; production of Campaign elements, including but not limited to video production and graphic design; media purchase and placement. The parties agree the City shall not be billed for those portions of any Campaign element(s) produced or placed by the Agency or the City.

2. The Campaign. Funded by a Highway Safety grant received by the Agency from the South Dakota Department of Public Safety, the Campaign goal is to reduce the number of vehicle-involved pedestrian accidents in the City of Rapid City.

3. Ownership of the Results. Any interest of L & S, its agents or employees, and/or its successors or assigns, in any and all elements produced for the Campaign will be transmitted to the City and shall become the property of the City and/or the South Dakota Department of Public Safety. However, L & S may retain and use copies for reference and as documentation of its experience and abilities.

4. Review by South Dakota Office of Highway Safety. The parties agree that pursuant to the terms of the **“Conditions of Award” of the Agency’s receipt of the Highway Safety grant from the South Dakota Department of Public Safety, attached hereto as Exhibit “A”** and incorporated herein by reference, any promotional or other materials, and any reports, papers, publications, or other items developed for the Campaign under this Agreement require review and approval by the South Dakota Office of Highway Safety prior to production and use, and/or release, and in order for the City to purchase the same from L & S.

5. Duration of Contract. Work shall begin immediately upon the effective date of this Agreement, and the parties anticipate a May or June 2013 Campaign Commencement; Campaign Commencement as used in this Agreement means the initial placement and resulting

communication via various media of the products and services outlined in paragraph 1 above. All grant funding must be utilized by September 30, 2013, and this Agreement shall terminate upon the City's spending – whether by payment(s) to L & S or payment(s) to third parties – of a total of Forty Thousand Dollars and Zero Cents (\$40,000.00), or upon the publication of the final media placement, whichever comes last.

6. **Funds Appropriation.** If funds are not budgeted or appropriated for products and/or services provided by the terms of this Agreement, this Agreement shall terminate and shall impose no obligation on the City for further payment. This Agreement is null and void except as to payments herein agreed upon for which funds have been budgeted or appropriated by the City, and no right of action or damage shall accrue to the benefit of L & S, its successors or assigns, for any further payments beyond an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), which amount includes but is not limited to payments for all creative products and services and media placement services, and all costs and expenses incurred for Campaign placement or services provided by and paid to third parties. Prior written approval by the City is required for work performed outside the scope of the funds budgeted or appropriated by this paragraph.

7. **Compensation.** L & S agrees to perform the work described above for an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), which amount includes but is not limited to payments for all creative products and services and media placement services, and all costs and expenses incurred for Campaign placement or services provided by and paid to third parties. L & S will only be paid for work actually performed and accepted by the City. L & S rates shall be charged as follows:

- 7.1 **One Hundred Fifty Dollars and Zero Cents (\$150.00) per hour** for work performed by the Executive Vice President and/or the Vice President.
- 7.2 **One Hundred Thirty Dollars and Zero Cents (\$130.00) per hour** for work performed by any of the following: Director of Public Relations, Director of Message Delivery, Director of Account Planning & Research, Director of Production Services, Director of Digital Development, Associate Creative Director, Senior Copywriter, Art Director, Audio Engineer & Producer, and/or Broadcast Editor.
- 7.3 **One Hundred Five Dollars and Zero Cents (\$105.00) per hour** for work performed by any of the following: Associate Account Executive, Consumer Insights Specialist, Digital Strategist, and/or Public Relations Specialist.
- 7.4 Media Commission Rates are as follows:
 - Fifteen Percent (15%) markup for print media
 - Fifteen Percent (15%) markup for broadcast media
 - Fifteen Percent (15%) markup for digital media
 - Twenty Percent (20%) markup for printed materials

8. Payment of Invoices. The City shall pay all invoices submitted under this Agreement within forty-five (45) days of receipt.

9. Insurance. L & S shall obtain and maintain at its expense the following minimum limits of occurrence-based insurance coverage for the duration of this Agreement.

<u>Type of Coverage</u>	<u>Minimum Limits of Coverage</u>
A. Workers' Compensation Employer's Liability	Statutory \$100,000
B. Comprehensive General Liability (Including Contractual Liability and Completed Operations) Bodily Injury and Property Damage General Aggregate	\$2,000,000 each occurrence \$2,000,000

Such insurance policies shall name the City of Rapid City as an additional insured with respect to all activities arising out of the performance of the work and/or services under this Agreement. Acceptable Certificates of Insurance and Endorsements confirming the above coverage shall be filed with the City before commencing any work and/or services. Such Certificates shall afford the City thirty (30) days written notice of cancellation or of a material change in coverage. The City's failure to obtain from L & S a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements.

This paragraph shall in no way limit the provisions of the indemnity section.

10. Indemnity. L & S agrees to indemnify, defend and hold the City harmless from and against any and all liability, losses, claims, damages, costs, and expenses including, but not limited to, costs of defense and reasonable attorney's fees, which the City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of L & S and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by L & S or its employees, or any person, firm, partnership, or corporation employed or engaged by L & S.

11. Authority. This Agreement is made and entered into pursuant to the authority granted by South Dakota Codified Law and the Rapid City Municipal Code.

12. Relationship between the Parties. L & S is an independent contractor of the City. This Agreement does not create an employment relationship between the City of Rapid City and L & S or L & S's agents or employees. Nothing contained in this Agreement is intended to create a partnership or joint venture between L & S and the City of Rapid City. No agent of L &

S shall be the agent of the City, and L & S covenants that it will not take any action in the name of, or by holding itself out as the agent of, the City of Rapid City.

13. Compliance. L & S warrants that it will comply with all federal, state, and local laws, as well as any and all City policies applicable to its performance hereunder, including but not limited to nondiscrimination and equal employment opportunity. L & S warrants that entering into this Agreement is not restricted or prohibited by any existing agreement to which it is a party. L & S warrants that it is in compliance with all laws, rules and regulations regarding legislative lobbying activities by signing the “**Certification for Contracts, Grants, Loans, and Cooperative Agreements**”, attached hereto as Exhibit “B” and incorporated herein by reference. L & S warrants that it is in compliance with all laws, rules and regulations regarding debarment and suspension by signing the “**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**”, attached hereto as Exhibit “C” and incorporated herein by reference.

14. Assignment and Subcontracting. Neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the non-assigning or non-delegating party.

15. Time of Essence. Time is of the essence of this Agreement.

16. Waivers. The failure by one party to require performance of any provision herein shall not affect that party’s right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

17. Amendments. This Agreement may only be amended by a written document duly executed by all parties.

18. Entire Agreement. This Agreement, Exhibit A, Exhibit B, and Exhibit C all together constitute the entire agreement between the parties, and supersede all prior negotiations, agreements and understandings, whether oral or written.

19. Counterparts. This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.

20. Severability. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

21. Headings. The headings and numbering of the different paragraphs of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision.

22. Construction and Venue. This Agreement shall be interpreted under the laws of the State of South Dakota. Any litigation under this Agreement shall be resolved in the circuit court of Pennington County, State of South Dakota.

23. Survival. This and paragraphs 3, 5, 9, 10, 12, 13, 14, 18, and 22 hereunder will survive the termination of this Agreement for any reason.

Dated this _____ day of _____, 2013.

CITY OF RAPID CITY

Mayor Sam Kooiker

ATTEST:

Finance Officer

(SEAL)

[THIS SPACE INTENTIONALLY LEFT BLANK]

Dated this _____ day of _____, 2013.

LAWRENCE & SCHILLER, INC.

By: _____

Its: _____

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF _____)

On this _____ day of _____, 2013, before me, the undersigned officer, personally appeared _____, who acknowledged her/himself to be the _____ of Lawrence & Schiller, Inc. and as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public, State of South Dakota
My Commission Expires:_____

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Exhibit A**Conditions of Award****A. State Project Agreement Requirements**

- 1) **Grantees** are required to submit quarterly progress reports in the format provided by the Office of Highway Safety. Progress reports are due fifteen (15) calendar days after the end of the reporting calendar quarter as follows:

First Quarter:	October 1 – 30 December	Report due January 15
Second Quarter:	January 1 – 31 March	Report due April 15
Third Quarter:	April 1 – 30 June	Report due July 15
Fourth Quarter:	July 1 – 30 September	Report due October 15

- 2) **Law enforcement agencies.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
- a. Tasks Required.
 - i. A minimum of four high visibility enforcement activities, such as checkpoints or saturation patrols, must be performed during the national mobilizations (May Seatbelt, Labor Day Impaired Driving, and Holiday Season Impaired Driving), and
 - ii. Four additional high visibility enforcement activities during the remainder of the grant year
 - b. Certifications Required.
 - i. In-car Camera or Video System. For any in-car camera or video system purchased under this agreement, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST).
 - ii. Radar. For any radar equipment purchased under this agreement, it is required that the operator of that equipment has successfully completed Radar Certification Training.
 - iii. Alcohol Screening Devices. For any preliminary alcohol screening devices purchased under this agreement, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training.
 - iv. The State actively encourages all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
 - c. Reports Required.
 - i. Law enforcement agencies are required to submit a monthly Traffic Safety Report online.
 - ii. Mobilization reports. Law enforcement agencies will be required to submit a report for each of the three national mobilizations on a form provided by the Office of Highway Safety.
- 3) **Work Plan.** The work plan for the project is incorporated by reference and made a part of this Agreement; the work plan is attached as Appendix A.
- 4) **Agreement Revisions.** Any proposed changes in this agreement that would result in any change in the nature, scope, character, or amount of funding provided for in this agreement, shall require a written addendum approved by the Office of Highway Safety. Any budget changes must be made in accordance with the Office of Highway Safety Project Director's Manual.
- 5) **Fiscal and administrative requirements.** The agency will ensure compliance with all financial and administrative requirements set forth in the South Dakota Highway Safety Project Director's Manual
- 6) **Subcontracts.** The Agency shall not assign any portion of the work to be performed under this agreement or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the Office of Highway

Safety. The Agency must submit any proposals for subcontracted services to the Office of Highway Safety for final approval no less than 30 days prior to acceptance.

- 7) **Procurement of Materials and Equipment.** All solicitations under this agreement require competitive bidding or negotiation. Agencies making purchases or entering into contractual service agreements provided for by this Agreement must adhere to the policies and procedures of 49 CFR 18.36 (Common Rule) and Executive Order 150 as it pertains to Historically Underutilized Businesses.
- a. **Property and Equipment:**
 - i. **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this agreement.
 - ii. **Utilization.** The property and equipment purchased under this agreement must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - iii. **Title Interest.** The Office of Highway Safety and NHTSA retain title interest in all property and equipment purchased under this agreement. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this agreement, the Office of Highway Safety, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or
 - (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Office of Highway Safety or to another Agency as directed by the Office of Highway Safety.
 - iv. **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5,000 or more with a life expectancy of more than one year. Non-expendable property purchased under this agreement cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Office of Highway Safety.
 - b. **Procurement Procedures.** Any promotional or other materials developed using funds from this agreement must be reviewed and approved by the Office of Highway Safety prior to production. The cost of promotional materials may not be purchased without the expressed written approval of the Office of Highway Safety.
 1. **Noncompetitive negotiation,** the procurement through solicitation of a proposal from one source, may be allowed if the services or commodities are available from only one source or, if after a number of sources have been solicited, competition is determined inadequate. The Office of Highway Safety must approve noncompetitive negotiation awards.
- 9) **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this agreement must be reviewed and approved by the Office of Highway Safety prior to their release.
- 10) **Reimbursement:**
- a. **General.** Progress payments, based upon actual allowable costs for not less than one (1) month or more than three (3) months may be made upon receipt of an itemized invoice from the Agency on forms provided by the Office of Highway Safety. The itemized invoice shall be supported by documentation of costs.
 - b. **Approval.** The Office of Highway Safety shall approve the itemized invoice prior to payment.
 - c. **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Office of Highway Safety determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Office of Highway Safety a sum of money equal to the amount of Federal and State participation in the rejected costs.

- d. **Final Reimbursement Claims.** Final reimbursement claims must be received by the Office of Highway Safety no later than November 15th. Project funds not claimed by this date are subject to reversion.
 - e. **Expending Funds Under This Agreement.** Under no circumstances will reimbursement be made for costs incurred prior to the agreement effective date or after the agreement ending date.
 - f. **Travel Expenses** will be reimbursed as described in the Highway Safety Project Director's Manual.
- 11) **Project Costs.** It is understood and agreed that the work conducted pursuant to this agreement shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Office of Highway Safety shall not exceed the estimated funds budgeted in the approved agreement. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
- 12) **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 49 CFR Part 18. Program income earned during the agreement period shall be retained by the Agency and added to the funds committed to the project by the Office of Highway Safety and be used to further eligible program objectives. Program income must be accounted for separately and the records made available for audit purposes.
- 13) **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the express written approval of Office of Highway Safety.
- 14) **Continued Federal and State Funding:**
- a. **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.
 - b. **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of South Dakota is contingent upon State funds being appropriated by the Legislature specifically for that purpose. The Agency also agrees that any state funds received under this agreement are subject to the same terms and conditions stated in this Agreement.
- 15) **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the Office of Highway Safety, shall be subject to the sanctions as provided for in this agreement. Additionally, unsatisfactory performance shall be cause for the Office of Highway Safety to reduce or deny future funding.
- 16) **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by agreement by and between the Agency and the Office of Highway Safety, or otherwise arising between the parties to this agreement, shall be referred to the Secretary of the South Dakota Department of Public Safety and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the South Dakota Department of Public Safety, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
- 17) **Hold harmless.** The Agency agrees to hold harmless and indemnify the State of South Dakota, its officers, agents, and employees, from and against any and all actions, suits, damages, liability or

other proceedings which may arise as the result of performing services hereunder. This section does not require Agency to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

18) **Cancellation, Termination, or Suspension of Agreement.**

- a. **By the Office of Highway Safety.** For noncompliance with any of the said rules, regulations, orders or conditions, this agreement may be canceled, terminated, or suspended in whole or in part by the Office of Highway Safety; by giving the Agency thirty (30) days advanced written notice. The Office of Highway Safety, before issuing notice of cancellation, termination, or suspension of this agreement, may allow the Agency a reasonable opportunity to correct for noncompliance.
- b. **By the Agency.** The Agency may terminate this agreement by providing thirty (30) days advanced written notice to the Office of Highway Safety.

19) **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be vented in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

20) **Compliance Provision.** Agency will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

21) **Completion Date.** Unless otherwise authorized in writing by the Office of Highway Safety, the Agency shall commence, carry on, and complete the project as described by September 30 of the federal fiscal year for which it was approved.

Exhibit B
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 any 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 contracts and subcontracts made under this Agreement.

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.

Dated this _____ day of _____, 2013.

LAWRENCE & SCHILLER, INC.

By: _____

Its: _____

STATE OF SOUTH DAKOTA)
)ss.
 COUNTY OF _____)

On this _____ day of _____, 2013, before me, the undersigned officer, personally appeared _____, who acknowledged her/himself to be the _____ of Lawrence & Schiller, Inc. and as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

 Notary Public, State of South Dakota
 My Commission Expires: _____

Exhibit C**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions***Instructions for Lower Tier Certification:*

1. By signing and submitting this Agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at an time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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 Definition of Coverage sections of 49 CFR part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by signing this Agreement 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 with which this transaction originated.
6. The prospective lower tier participant further agrees by signing this Agreement that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. 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 Non-procurement Programs.
8. 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.

- 9. Except for transactions authorized under paragraph 5 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by signing this Certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.

Dated this _____ day of _____, 2013.

LAWRENCE & SCHILLER, INC.

By: _____

Its: _____

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF _____)

On this _____ day of _____, 2013, before me, the undersigned officer, personally appeared _____, who acknowledged her/himself to be the _____ of Lawrence & Schiller, Inc. and as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public, State of South Dakota
My Commission Expires: _____