

City of Attleboro, Massachusetts

Request for Qualifications

For

**Engineering, Permitting Assistance, Design,
Bidding Assistance, and Resident Services for the
Removal and Replacement of Approximately 10,800
Linear Feet of Water Main on Lindsey Street**

July 28, 2022

**PROPOSALS DUE:
August 29, 2022 @ 11:00 am**

Jeremy Stull
Budget Administrator
City Hall
77 Park Street
Attleboro, MA 02703
budgetadmin@cityofattleboro.us
508-223-2222, ext. 3234

**ENGINEERING SERVICES
COVER SHEET**

Proposer: _____

Street Address: _____
(Number and Street) (City) (State) (Zip)

Taxpayer
Identification No: _____
(Social Security Number) (Federal Identification Number)

Contact Name: _____

Telephone: _____

Email Address: _____

Fax: _____

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

**ENGINEERING SERVICES
REQUIRED CERTIFICATIONS**

1. NON-COLLUSION:

The undersigned certifies under penalties of perjury that this Bid, or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

2. TAX COMPLIANCE:

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

3. CORPORATE BIDDER *(if applicable):*

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Federal Tax Identification or Social Security Number)

(Date)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The City of Attleboro, Massachusetts, is seeking to engage the services of Professional Engineering consulting firms for assistance with the removal and replacement of approximately 10,800 linear feet of 8” water main on Lindsey Street. Services will include, but may not be limited to:

- Design of the removal and replacement of the water main;
- Design of permanent pavement after completion of main installation;
- Land survey and plan preparation;
- Meeting Conservation Commission requirements;
- Bidding assistance;
- Review of submittals before construction;
- Construction Admin Services;
- Resident Engineering Services;
- City Board/Commission project review;
- City Board/Commission project submission peer review;
- Project closeout, including providing final as-built documentation.

1.2 APPROVAL

Any contract that may result from the procurement shall be subject to the approval of the Mayor of the City of Attleboro.

1.3 INCORPORATION BY REFERENCE

All requirements, specifications, terms and conditions described in this Request for Qualifications (‘RFQ’) shall be incorporated by reference into any contract that may result.

1.4 TIME FOR AWARD

Any contract that may result from the procurement shall be awarded within forty-five (45) days after the proposal due date. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most advantageous proposer.

1.5 RIGHT TO CANCEL/REJECT

The City reserves the right to cancel this RFQ or reject in whole or in part any and all proposals if the City determines that cancellation or rejection serves the best interests of the City.

1.6 TAXATION

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the proposal pricing.

Copies of the City's tax-exempt paperwork shall be available upon request of the selected contractor.

1.7 OBTAINING THE REQUEST FOR QUALIFICATIONS

The RFQ shall be available beginning August 1, 2022 at 9:00 am

Contact Jeremy Stull, Budget Administrator

City of Attleboro

77 Park Street

Attleboro, MA 02703

budgetadmin@cityofattleboro.us

PART 2. INSTRUCTIONS TO PROPOSERS

2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a proposal.

2.1.1 PROPOSAL COMPONENTS

The following items must be submitted for the proposal to be considered:

NON-COLLUSION FORM

Every proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

TAX COMPLIANCE FORM

Every proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

CORPORATE BIDDER FORM

If the proposal is being submitted by a corporation the proposal must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

SUBMITTALS

1. Statement of firm/team capacity, qualifications and experience including cooperative efforts with sub consultants.

2. Project descriptions and list of references for 3 communities where you have performed services similar to those included in this request. Preference will be given to services performed in Massachusetts for communities of similar size and complexity.

References shall include contact person, email address and telephone number. Project descriptions shall be relevant to the services requested herein.

3. Identification and description of the proposed project team and key staff that will perform the services, including resumes and specific related experience.

4. Understanding of the City's needs. Describe your approach to assisting us.

5. Describe any "value added" attributes that your firm/team will bring to benefit the City.

6. Provide a list of current and future contracted projects, with client reference contact information, being performed by the engineering team listed in Item #1 of these requirements.

2.2 PROPOSAL DELIVERY

Below please find a description of the way sealed proposals must be submitted.

2.2.1 DUE DATE AND TIME

Proposals shall be received by the Purchasing Department on or before August 29, 2022, at 11:00 AM.

Any proposal received after that time shall be rejected as non-responsive.

2.2.2 ADDRESS

Sealed proposals shall be delivered to Attleboro City Hall, Purchasing Department, 77 Park Street, Attleboro, MA 02703.

Facsimile and email submissions will not be accepted.

2.2.3 HOURS OF OPERATION

Proposals must be delivered during the normal hours of operation of the City of Attleboro:

- Monday through Friday 8:30 am to 4:30 pm

2.2.4 COPIES

Proposers must submit one (1) original, three (3) copies of the proposal and one thumb drive.

2.2.5 LABELING

Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer.

2.3 SIGNATURES

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS

Questions concerning this RFQ must be submitted in writing to: Jeremy Stull at budgetadmin@cityofattleboro.us at least five (5) days prior to the Bid opening date. Written responses will be emailed to all bidders on record as having picked up the RFQ.

2.4.2 CHANGES

If any changes are made to this RFQ, addenda will be issued. Addenda will be e-mailed to all proposers on record as having picked up the RFQ.

2.4.3 MODIFICATIONS AND WITHDRAWALS

A proposer may correct, modify, or withdraw a proposal by written notice received by the City of Attleboro prior to the time and date set as the proposal due date.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence and must reference the RFQ.

After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them.

2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled due date, the Purchasing Department, 77 Park Street, Attleboro, MA 02703, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the due date will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

2.6 MINIMUM QUALIFICATIONS

A proposer must demonstrate they can meet the following minimum qualifications, to be eligible for further consideration.

1. The Firm's Key Personnel should demonstrate experience with similar municipal projects
2. Staff experience: Firm must commit an individual project manager with at least ten (10) years of project management experience, five (5) of them managing other similar projects in Massachusetts.
3. Team Experience: Firm must commit a team of engineers, sub-consultants and others, who have worked together on similar municipal projects.

PART 3. SCOPE OF SERVICES

The selected firm may assist the City Departments in various duties as described below but are not guaranteed:

- The successful consultant may be called upon to develop written design and construction review reports and shall address conformance with the Conservation Commission, MBTA/Amtrak, United States Environmental Protection Agency and Massachusetts Department of Environmental Protection requirements for drinking water, wastewater and stormwater, general engineering practices, and all other federal, state and local regulations. Coordination with the North Attleborough Department of Public Works may be required as well. When requested, the consultant shall attend, participate and provide expert opinions in public meetings and shall be prepared to provide technical assistance and oral reports with appropriate public presentation aides and project materials and data.
- Condition Assessment, Planning, Design, Permitting, and Estimating Probable Construction Costs; Bid Document Preparation, Bidding Assistance, Construction Management, Oversight and Inspection (either full-time or part-time as necessary); As-built and Operation and Maintenance Plan Preparation for various public infrastructure improvement projects.
- Land survey services, including property and topographic surveys as well as providing grades and control for city construction projects.
- Engineering advice and LSP Services related to the Massachusetts Contingency Plan (MCP) soils handling and disposal.
- Engineering of water projects including the conceptual, preliminary design, permitting, construction cost estimating, bidding, bid award and construction support services.
- Other civil engineering and land survey services as directed by the City.

PART 4. EVALUATION AND SELECTION

3.3 COMPARATIVE CRITERIA

Each proposal shall be reviewed and rated as either “Highly Advantageous,” “Advantageous,” “Non-advantageous” or “Unacceptable.” Selection will be based, in large part, upon the Minimum Applicant Qualifications previously set forth and on the following criteria:

1. Understanding of the City’s needs for the type of discipline of work proposed herein:

“Highly advantageous” if outstanding understanding and approach description given.

“Advantageous” if good understanding and approach description given.

“Non-advantageous” if fair understanding and approach description given.

“Unacceptable” if no understanding is submitted.

2. Experience with the City of Attleboro for projects of similar scope as outlined in Part 3, completed or still ongoing during the past 10 years, where you have performed services:

“Highly advantageous” if more than four (4) similar projects successfully completed within the past ten (10) years;

“Advantageous” if between three (3) and four (4) similar projects successfully completed in the last ten (10) years;

“Non-advantageous” if less than three (3) similar projects successfully completed in the last ten (10) years; and

“Unacceptable” if no similar projects completed in the last ten (10) years.

3. Project descriptions and list of references from communities in Massachusetts of similar size and project complexity, completed or still ongoing during the past 10 years, where you have performed services similar to those proposed herein:

“Highly advantageous” if more than four (4) similar projects successfully completed in the last ten (10) years;

“Advantageous” if between three (3) and four (4) similar projects successfully completed in the last ten (10) years;

“Non-advantageous” if less than three (3) similar projects successfully completed in the last ten (10) years; and

“Unacceptable” if no similar projects completed in the last ten (10) years.

4. Identify and set forth qualifications of the in-house staff and outside consultants who will work on the discipline of work proposed herein. Include the individual who will serve as the contact person and have primary responsibility for the project. Include resumes and specific related experience for all members who will work on the project. The technical team shall not include office support or clerical staff:

“Highly advantageous” if all members of the technical team have more than ten (10) years of relevant work experience working together as a team and technical qualifications.

“Advantageous” if all members of the technical team have between five (5) and ten (10) years’ experience and technical qualifications;

“Non-advantageous” if all members of the technical team have less than five (5) years’ experience and technical qualifications; and

“Unacceptable” if any member has no experience and technical qualifications.

5. Quality of References:

“Highly advantageous” if all references are positive;

“Advantageous” if references are positive with some minor negative feedback;

“Non-advantageous” if one (1) negative reference; and

“Unacceptable” if two (2) or more negative references.

6. Quality of presentation of RFQ to the City:

“Highly advantageous” if of outstanding quality;

“Advantageous” if of good quality;

“Non-advantageous” if of fair quality: and

“Unacceptable” if of less than fair quality.

3.4 SELECTION

Submittals will be evaluated by the City upon the basis of the Minimum Qualifications, the Evaluation Criteria for Selection set forth and other appropriate factors. Submissions will then be ranked in the order of qualification. The ranked proposals will be further reviewed and evaluated, including reference checks and past performance on City projects. This further review and evaluation may include interviews or the opportunity for the respondents to provide additional information to the City.

There is no specific page limit for this RFQ, however, submitters are asked to keep their submittals as succinct as possible. Additionally, while the City is not asking for prices at this time, the City reserves the right to request an hourly rate table of your proposed staff prior to making a final recommendation. Said hourly rate table will become part of the Master Services Agreement with the consultant.

The City reserves the right to request further information from the three highest ranked applicants.

The City reserves the right to reject any or all Qualification submittals, to omit any item or items called for, or to accept the Qualifications deemed in the best interest of the City.

The City will review all submittals and make a formal recommendation to City's Procurement Officer. The formal recommendation will be made based on review and consideration of the submitter's qualifications, experience, references, assigned staff and capacity. Although interviews are not specifically being scheduled, the City reserves the right to request interviews in order to clarify any items and or questions relating to a submittal.

PART 5. TERMS AND CONDITIONS

5.1 TERM OF AGREEMENT

The City may terminate any agreement that is a result of this RFQ without cause at any time, upon at least thirty (30) days written notice. All balances owed up to the date of termination will be paid.

The City reserves the right to terminate for cause when the Contracted Party has not perform its contractual obligation and has not rectified the breach or non-performance within thirty (30) days of notification. Failure to rectify may result in a termination of the agreement.

5.2 ASSIGNMENT AND SUBCONTRACTING

The selected contractor(s) shall not assign, sell, subcontract or otherwise transfer any interest in this agreement without the prior written consent of the City.

5.3 EXAMINATION

By submitting a proposal, the Proposer warrants that he has examined the document and has fully acquainted himself with all conditions and restrictions.

5.4 INSURANCE REQUIRMENTS

General – The Operator shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Operator agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Operator to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Attleboro, its agents, and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Operator's Comprehensive General Public Liability and Property Damage Liability Insurance – The Operator shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Operator's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that

limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance – The Operator shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Operator while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Operator must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Attleboro at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Operator.

All insurance coverage shall be at the sole expense of the Operator and shall be placed with such company as may be acceptable to the City of Attleboro and shall constitute a material part of the contract documents.

Failure to provide written proof to the City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and may constitute sufficient grounds for immediate termination of the same.

5.5 INDEMNIFICATION

The selected contractor(s) agrees to indemnify and hold client, its directors, shareholders, employees, and assigns harmless for all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Engineer's negligent acts or omissions.

5.6 FEDERAL AND STATE LAW

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

This contract required that the City of Attleboro, the Federal Grantor Agency, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any bonds, documents, papers and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Retention of all required records is required for three years after grantees or subgrantees make final payments and all other pending matters are closed.

The bidder hereby certifies they shall take all necessary steps to hire and work with WBE/MBE firms.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor's](#) legal duty to furnish information.

(4) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(5) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

(6) authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

(8) Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the **(name of applicant entering into the contract)** and understands and agrees that the **(name of the applicant entering into the contract)** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the **(name of the applicant entering into the contract)** and understands and agrees that the **(name of the applicant entering into the contract)** will, in turn, report each violation as

required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by **(insert name of recipient/subrecipient/applicant)**. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to **(insert name of recipient/subrecipient/applicant)**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”