



**REQUEST FOR PROPOSAL
CITY OF DULUTH, MN**

March 10, 2022

**RFP 22-99310
Engineering Services for East Third Street Reconditioning
From 12th Avenue East to Mesaba Avenue
Duluth, Minnesota**

**State Project No. 118-126-022
City of Duluth Project No. 1462**

Proposals Due: March 31, 2022, at 4:00 pm local time

PROJECT OVERVIEW

The City of Duluth is interested in retaining an engineering consultant to provide design-engineering services and provide construction documents for the reconditioning project of East Third Street, from 12th Avenue East to Mesaba Avenue. This project will be bid in February of 2023, and constructed in the summer of 2023.

BACKGROUND

Street work will include, but is not limited to: bituminous milling, bituminous paving, concrete pavement repairs, spot driveway replacement, storm improvements, spot curb and gutter replacement, pedestrian ramps, utility coordination, sidewalk extensions, turf establishment as necessary, and striping. There are seven signalized intersections in the corridor. A traffic study and signal justification report will be required. For purposes of this proposal, the consultant should plan on replacing six of the signal systems along East Third Street (6th Ave E, 5th Ave E, 3rd Ave E, 1st Ave E, Lake Ave, and 4th Ave W). The traffic study and warrant analysis will determine if the signals are replaced, or removed. 10th Ave E was recently reconstructed, and the intersection should meet signal and pedestrian standards at this time. The purpose of this project is to extend the serviceable life of the street while also improving ride quality and safety, reducing maintenance costs, and improving accessibility.

East Third Street (MSAS 126), from 12th Avenue East (MSAS 150) to Mesaba Avenue (MN 194), is a one-way low speed urban minor arterial that runs west to east through the Central Hillside neighborhood. The roadway section is a 40' wide integrant-curb concrete street with a bituminous overlay. There are two 12' driving lanes, one 10' parking lane on the north (upper) side, a 6' shoulder on the south (lower) side, with sidewalks on both sides. This roadway was constructed by MnDOT as part of a two-way pair to serve as TH23, following the construction of I-35 the street was turned back to the City of Duluth and it was last resurfaced in 1999. There is one stop condition at the intersection with 12th Avenue East and a signal at the intersection with Mesaba Avenue.

The roadway carries 6,300 vehicles per day (2017), and serves one of the main connections between the East Hillside, Central Hillside, the Medical District and the Downtown area. Running parallel to W Superior St (MSAS 171), it acts as a detour route for MSAS 171 during construction and maintenance activities, as well as special events such as Grandma's Marathon and the Inline Marathon. It is bordered by residential homes, multi-family residences, Essentia Health Clinic and Hospital, and St. Anne's Residence (assisted living facility). There are five DTA routes that use all or part of this segment of road. The bituminous pavement is in fair to poor condition, and widespread cracking and joint reflection is evident throughout the project limits. The existing curb is in fair condition, and will need spot repairs to correct drainage issues. The sidewalk system is also in fair condition, but needs ADA upgrades and spot repairs. Sidewalk bump-outs will be evaluated at each intersection that is being upgraded and installed as appropriate. The intersection at 6th Ave E and 3rd Street is a concrete intersection which will require concrete pavement evaluation and any pavement repairs and/or replacement that are identified.

Design services are desired to review existing street and infrastructure, gather preliminary design data, perform preliminary design, cost estimates, complete final design, construction plans and specifications, all permits as well as bidding assistance. Add 40 hours of construction administration to proposal to be used as needed during construction.

Funding is from Federal and MSA funds. Additional supplemental provisions attached as Appendix B shall apply. A **Project Memo** and all the required submittals will be required and submitted by **October 3, 2022**. The road shall be constructed to State-Aid Standards.

The City is committed to providing the following:

- Previous surveys, reports and studies, if available.
- Monumentation and ties.
- Aerial photography.
- All available street and utility record drawings for the scheduled project.
- City is in the process of televising storm and sanitary.
- Assistance in obtaining other related information in City files pertaining to the project if needed.

GENERAL PROJECT SCOPE

Consulting Engineering Services will include the following:

1. Project initiation, site visits and other meetings as necessary with City Engineering Staff.
2. Analyze the feasibility of providing a bike lane on the corridor, including any infrastructure requirements.
2. Three (3) Public meetings to share design and schedule, to be run by consultant.
3. Preliminary Surveys and Information Gathering.
4. Preliminary Engineering Design and Project Memo, including sending the required environmental letters and providing responses to the City.
5. Traffic study and signal warrant/signal justification report for signalized intersections.
5. Production of Construction Plans and Specifications (Special Provisions).
6. Bid and Construction assistance (Provide 40 hrs. for bid and construction assistance).

SCOPE OF SERVICES

1. Initial Site Visit and Consultations

- a. The Consultant shall meet with City of Duluth representatives to review project scope and complexity, design criteria, related requirements, view existing conditions, and gather data from the City engineering files. Additional consultations shall clarify the technical requirements and objectives of the contract and may be in the form of letters and/or telephone conversations. The

Consultant shall meet with public utilities to coordinate improvements, acquire design locates and show their utilities in the construction documents.

- b. The Consultant shall provide documentation of meetings and data provided.
- c. The Consultant shall ascertain the applicability of information provided, review data for completeness, and notify the City of any additional data required. It shall be the responsibility of the Consultant to determine, by site inspection procedures, the reliability of all the drawings and information, which they choose as reference.

2. Public Participation

The Consultant should plan on three (3) public meetings to coordinate and communicate design issues and schedule with residents.

3. Reconnaissance, Field Surveys & Geotechnical Exploration

- a. The Consultant shall perform a full topographic survey. The consultant shall map the existing right-of-way, based on existing monuments and documents for inclusion in plans. The construction plans shall preserve or re-set all monuments and their boxes that are disturbed with the project. The Consultant shall survey all existing utility structures in the ROW. Driveways and side streets will be surveyed to the ROW (includes utilities). Road survey includes, but not limited to: ADA survey at intersections, curb, driveways and catch basin repair locations as well as utility structures.
- b. The Consultant shall identify all ROW conflicts early in the design process. The Consultant shall prepare easement language and exhibits for any locations that are identified for the City to send to the property owners.
- c. The Consultant shall identify any retaining walls that currently exist within the project ROW. All retaining walls within the ROW shall be evaluated for sufficiency and structural condition. Design of replacement walls if needed will be considered extra work.
- d. Consultation with all regulatory agencies to determine required information for permit applications as it relates to the design and execution of the entire project will be required. The Consultant shall be responsible for all permit applications that may be required of the City.
- e. The Consultant shall do all necessary geotechnical exploration to determine/verify the existing section. Assume for this proposal the total number of subsurface explorations is one (1) per 800 ft.

4. Preliminary Recommendations and Costs

- a. The Consultant shall analyze all available records, record drawings, inspection reports and all other appropriate data, and prepare recommendations and a preliminary construction cost estimate prior to preparing plans and specifications.
- b. The consultant shall work with City staff to provide design and cost alternatives to assist the City in meeting the City's desired objectives and budget constraints.
- c. Alternatives the City would like analyzed include curb bump-outs at each intersection within the project and recommendations for laying out parking, travel, and bike lanes within the existing street footprint.
- d. Once the cost estimates are prepared, meet with the project engineer to select the preferred alternative. Full design can commence following that meeting.

5. Preliminary Design

The consultant shall perform preliminary design and layouts based upon the data and information collected. Preliminary layouts shall be produced for Engineering Staff review per the project meeting dates.

6. Plans and Specifications

- a. The consultant shall prepare construction drawings as necessary to provide for the complete work as required. Plans shall be at a scale of 1"=40'. These drawings shall include all details, plans and specifications necessary for all work as required, to the satisfaction of the City and all other appropriate approval agencies.
- b. The special provisions shall be developed in accordance with the City's standard, which shall be made available to the consultant.
- c. The drawings shall include all necessary site maps, plans, elevations, sections, details, and notes as needed or necessary to adequately show, explain or describe all features of the project. The contract drawing sequence shall follow the standard City of Duluth format.
- d. Plans and all work shall be in accordance with the current version of the City of Duluth Guidelines for Engineering Requirements and the City Standard Specifications. The current edition of the Minnesota Department of Transportation "Standard Specifications for Construction" and the current edition of the "Materials Lab Supplemental Specifications for Construction" shall be used. Current edition means the edition on the date when plans are finalized by the City and MnDOT.
- e. A licensed Professional Engineer registered in the State of Minnesota with experience in Civil Engineering and preparation of federal aid and state aid funded plans and specifications must supervise all work.

7. Cost Estimates

A preliminary cost estimate is required prior to preparing plans and specifications. Each plan review submittal also requires an updated cost estimate, for a total of six (6) submittals. See Project Completion

Dates. Following the completion of the plans and specifications, a quantity takeoff and a final detailed itemized construction cost estimate for the entire complete project shall be provided. The Engineer's Opinion of Construction Cost and the Statement of Estimated Quantities shall be submitted in Excel format as well as pdf.

8. Bidding and Construction Administration

Upon completion of plans and specifications, the consultant shall also assemble all required Federal, MnDOT and City of Duluth documents into a bid package that Purchasing will use to post online. Consultant will provide all services required for bidding and award of construction. Provide 40 hrs. for Construction Administration assistance.

DESIGN FAMILIARITY

The Consultant selected will be required to demonstrate and provide proof of competency in the following areas:

- Street and Road Design, including knowledge of Concrete Pavement Rehabilitation, Reclamation and Milling projects
- Planning for effective Public Participation
- Cost estimating and cost control
- Project management experience and dealing effectively with residents
- Traffic Engineering knowledge and experience, either by the firm or a subconsultant

In addition, the Consultant will be required to provide references of Minnesota State Aid street improvement projects similar in size that have successfully been completed within the past 3 years.

PROPOSAL CONTENTS

The following will be considered minimal contents of the Qualifications and Cost Proposal:

1. **A restatement of the goals and objectives** and the project tasks to demonstrate the responder's view of the project.
2. An outline of the responder's **background and experience** with similar projects. Identify personnel to conduct the project and detail their training and work experience. No change during the project, in personnel assigned to the project, will be permitted without approval of the City.
3. A **detailed work plan** identifying the work tasks to be accomplished and the budget hours to be expended on each task and subtask for both roadway and utility design. **Each employee should be identified as well as hours on each task by employee.** An anticipated work schedule shall also be provided. The work plan shall also identify the deliverables at key milestones in the project as well as any other services to be provided by the City. The City staff intends to be actively involved with the

project, and a minimum of three (3) status meetings are to be contained in the work plan in addition to any data collection or input/review meetings.

4. A listing of the names, addresses and telephone numbers of at least three (3) **references** for whom the respondent has performed similar services.

5. Provide, **in a separate sealed envelope**, one copy of the cost proposal (which can be a copy of the work plan but with costs added), clearly marked on the outside "Cost Proposal", along with the responder's official business name and address. Terms of the proposal as stated must be valid for the length of the project. With the hourly rate, include a breakdown (labor, overhead, profit and expenses) showing how the rate was derived.

The responder must also include a "not to exceed" total project cost and any sub consultant fees, along with the following information:

- A breakdown of the hours by task for each employee.
- Identification of anticipated direct expenses.
- Include miscellaneous charges such as mileage and copies.
- Identification of any assumption made while developing this cost proposal.
- Identification of any cost information related to additional services or tasks, include this in the cost proposal but identify it as additional costs and do not make it part of the total project cost.
- Responder must have the Cost Proposal signed in ink by authorized member of the firm. The responder **must not** include any cost information within the body of the RFP Qualifications proposal response.

6. The delivered Qualifications Proposal (excluding front cover, cover letter, back cover and separate Cost Proposal) shall be limited to 10 pages. This would be 10 single-side 8.5" X 11" pages, 5 double-sided 8.5" X 11" pages or a mixture thereof. The separate cost proposal can be an 11" X 17" sheet.

7. To be considered, hard copies of the proposals must arrive at the City on or before the time and date specified in the project completion dates. The City will not accept proposals via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

Proposals must be signed by an authorized official. If the official signs the Proposal Cover Sheet attached as Appendix A, this requirement will be met. Proposals must remain valid for 60 days or until a contract is fully executed.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision is made.

QUESTIONS

All questions regarding this RFP must be emailed to Alex Popp, PE, at apopp@duluthmn.gov. Answers to the questions will be posted as an addendum to the RFP

ADDENDA TO THE RFP

If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website (<https://www.duluthmn.gov/purchasing/bids-request-for-proposals/>). Although an email notification will be sent, it is the Bidder's responsibility to periodically check the website for any new information. Failure to acknowledge any addenda may result in your proposal being rejected.

SELECTION

The proposals will be reviewed by the City Engineering Staff. The intent of the selection process is to review proposals submitted by at least three qualified consultants, and make an award based upon qualifications as described herein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be judged are:

- | | |
|---|-----|
| • Understanding of the project scope and work plan | 30% |
| • Qualifications/experience of the personnel and company working on the project | 20% |
| • Completeness of the proposal. | 10% |
| • History (completeness & timeliness) of past work with the City of Duluth | 10% |
| • Project costs/fees | 30% |

Proposals will be evaluated on a "best value" basis with 70% qualifications and 30% cost considerations. The review committee will not open the cost proposal until after the qualification points are awarded. The City of Duluth anticipates that the evaluation and selection will be completed by Thursday, April 14, 2022.

PROJECT COMPLETION DATES

March 31, 2022	Proposals Due (4:00 PM)
April 14, 2022	Selection Complete
April 25, 2022	Council awards consultant contracts
April 29, 2022	Notice to Proceed
June 1, 2022	Environmental letters required by the Project Memo sent with copies due to the City of Duluth + Preliminary Cost Estimate (#1)
September 15, 2022	Project Memo Draft due to City of Duluth
October 3, 2022	Final Project Memo Due to MnDOT + 30% Plan review + updated Cost Estimate (#2). Traffic study and signal justification review completed and submitted to the city.
November 15, 2022	60% Plan review + updated Cost Estimate (#3)
January 3, 2023	90% Plan Review + updated Cost Estimate (#4)

February 1, 2023	Plan submittal to City and MnDOT for final review + updated Cost Estimate (#5)
February 15, 2023	Final Plans, Specifications and SWPPP delivered to City + Final Cost Estimate (#6)
February, 2023	Bid assistance
Summer 2023	Construction Administration assistance

SUBMITTAL DATE

Submit original (Qualifications and Cost Proposal in sealed separate envelope) and three (3) copies of Qualifications in an envelope marked **“RFP 22-99310, East Third Street Reconditioning” by March 31, 2022 at 4:00 p.m.** local time to:

City of Duluth Purchasing
City Hall
411 W. 1st Street, Room 120
Duluth, MN 55802

CITY CONTACT:

Alex Popp, PE
apopp@duluthmn.gov
City of Duluth - Engineering Division
204 City Hall, 411 W. 1st Street
Duluth, Minnesota 55802-1191
(218) 730-5087

LIMITATIONS

This Request for Proposal does not commit the City of Duluth to award a contract and pay costs incurred in the preparation of the proposal of this request, or to procure a contract for services or supplies.

The City of Duluth specifically reserves the right to accept or reject any or all proposals, to negotiate with any qualified source, to cancel in part or its entirety this Request for Proposal, to waive any proposal requirements, to investigate the qualifications of any proposal, to obtain new proposals, or proceed to have the service provided in any way as necessary to serve the best interests of the City of Duluth.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made.

The selected consultant must sign the City of Duluth standard Professional Engineering Services Agreement. Any questions concerning this agreement should be asked prior to proposal submittal. These questions should be directed to Alex Popp in the City Engineering Office.

Prior to entering into a contract with the City of Duluth, the consultant shall furnish proof of legal requirements for transacting business in the State of Minnesota.

APPENDICES

Appendix A – Proposal Cover Sheet

Appendix B – Federal and State Supplementary Provisions

APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP 22-99310 RFP for Engineering Services for East 3rd St Reconditioning

Bidder Information:	
Bidder Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Name & Title of Authorized Signer	
Email of Authorized Signer	

APPENDIX B – FEDERAL AND STATE SUPPLEMENTARY PROVISIONS
CITY OF DULUTH
RFP 22-99310 RFP for Engineering Services for East 3rd St Reconditioning

City of Duluth
Supplementary Provisions – State & Federal Funding
22-99310 RFP for Engineering Svcs for E 3rd St Reconditioning

1. Disbursements

- a. No money under this Contract shall be disbursed by the City to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
- b. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

2. Subcontracting Requirements

- a. The Contractor shall include in any subcontract the clauses set forth in these City of Duluth Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- b. The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. Breach of Contract.

The City may, subject to the Force Majeure provisions below and in addition to its other rights under the Contract, declare the Contractor in breach of the Contract by written notice thereof to the Contractor, and terminate the Contract in whole or in part, in accordance with Section 4, Termination, for reasons including but not limited to any of the following:

- a. Failure to begin the Work within the time specified in the Contract;
- b. Failure to perform the Work with sufficient labor, equipment, or material to insure the completion of the specified Work in accordance with the Contract terms;
- c. Unsatisfactory performance of the Work;
- d. Failure or refusal to remove material, or remove and replace any Work rejected as defective or unsatisfactory;
- e. Discontinuance of the Work without approval;
- f. Failure to resume the Work, which has been discontinued, within a reasonable time after notice to do so;
- g. Insolvency or bankruptcy;
- h. Failure to protect, to repair, or to make good any damage or injury to property;
- i. Breach of any provision of the Contract;
- j. Misrepresentations made in the Contractor's bid/proposal; or
- k. Failure to comply with applicable industry standards, customs, and practice.

4. Termination.

If the Contractor is in breach of the Contract, the City, by written notice to the Contractor, may terminate the Contractor's right to proceed with the Work. Upon such termination, the City may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the Work and they shall also be liable to the City for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the Work such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore.

City shall have the right to terminate this contract immediately without other cause in the event that all or a portion of the funds that the City intends to use to fund its obligations under the contract have their source with the State or Federal government or any agency thereof and said source reduces or eliminates their obligation to provide some or all of the funds previously committed by it to fund City's payment obligations under the Contract. The City

agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date.

Notwithstanding anything herein to the contrary, the City may terminate this Contract at any time upon written notice given by the City (for any reason, including the convenience of the City) to the Contractor at least thirty (30) days prior to the effective date of the termination of this Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract. Nothing contained in this section shall prevent either party from pursuing or collecting any damages to which it may be entitled by law.

5. Force Majeure.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of the City; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify the City in writing within ten (10) days of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the City shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

6. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include this provision in any subcontract exceeding \$150,000 that is financed in whole or in part with Federal funds.

7. Energy Standards.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

1. Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 19898 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) (The certification form is required for all federal contracts over \$100,000)

Contractors must certify that 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.

3. Telecommunications and Video Surveillance Services or Equipment

In the performance of this contract, Contractor/Supplier shall comply with Public Law 115-232, Section 889, which prohibits the procurement or use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited.

In addition, telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country is prohibited.

4. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable under a Federal award, supply and/or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contractors shall include the preceding language in all subcontracts.

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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, [Company] _____, 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date