

# CITY OF DULUTH

# **REQUEST FOR PROPOSALS FOR**

### DESIGN SERVICES MAIN LIBRARY RENOVATION

### **RFP NUMBER 23-AA03**

# **ISSUED MONDAY, DECEMBER 19, 2022**

PROPOSALS DUE FRIDAY, JANUARY 27, 2023

SUBMIT TO

CITY OF DULUTH ATTN: PURCHASING DIVISION CITY HALL, ROOM 120 411 WEST 1ST STREET DULUTH, MN 55802

### **PART I - GENERAL INFORMATION**

**I-1. Introduction.** The Duluth Public Library, located at 520 West Superior Street, was first opened in November of 1980. The original building design was completed in 1970, the product of a two-year effort led by the library board to develop a new facility in the city's Gateway Urban Renewal District.

Today, the needed improvements towards function and energy-efficiency amount to a full renewal of building systems, reconfiguration of interior layouts, and possible expansion of programmable space along Michigan St and plaza. In addition, a new operational scheme for the facility is necessary to accommodate the Duluth Workforce Development department operations co-located there.

This RFP seeks a design firm that will utilize previous studies completed on the facility, integrate the increasing office and operational requirements, collaborate with community engagement efforts, define the conceptual and schematic overview, provide construction cost estimates, and manage construction administration services.

Due to the significance of the main library's history and architecture, this project will require a thorough evaluation of any preservation or review requirements that could affect plans for facility redesign and expansion. Significant coordination with a separate community engagement consultant is required for the pre-design phase.

**I-2. Project Overview.** This project seeks design services to be provided in two phases. The first phase, expected to last from March 2023 to October 2023, will develop a comprehensive pre-design report on the main library renovation and will require conceptual and schematic design, assistance with a separate community engagement plan, market-based construction cost estimates from a third-party, and concept renderings of the proposed renovation.

The second phase will consist of design development, providing bid documents, and construction administration services through the completion of the project.

The City of Duluth is seeking funding for complete design and construction costs through state bonding money. A preliminary draft of the library/workforce center renovation proposal must be submitted to the State of Minnesota in June 2023 for consideration of being awarded a state bonding finance package; the final renovation proposal will be submitted in October 2023.

Design services proposals should detail the full extent of the services provided in all phases of project development, with additional detail as to the scope, deliverables, and action plan to further articulate details and purpose of this first phase. The City of Duluth reserves the right to choose a different design firm once the limited scope of this pre-design phase is complete, but the intent is to select a firm for the entire project.

Additional detail is provided in **Part IV** of this RFP.

**I-3.** Calendar of Events. The City will make every effort to adhere to the following schedule:

Activity	Date
Pre-proposal site visit (optional)	Monday, Jan 9 at 1:30 pm

Deadline to submit Questions via email to purchasing@duluthmn.gov	Friday, Jan 13
Answers to questions will be posted to the City website no late than this date.	Tuesday, Jan 17
Proposals must be received in the Purchasing Office by 4:00 PM on this date.	Friday, Jan 27
Interview dates for top scoring proposals tentatively scheduled this week.	February 6-10

**I-4. Rejection of Proposals.** The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**I-5. Pre-proposal Site Visit.** The City will hold an optional pre-proposal site visit as specified in the Calendar of Events.

**I-6.** Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at <u>purchasing@duluthmn.gov</u> no later than the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

**I-7.** 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 <u>http://www.duluthmn.gov/purchasing/bids-request-for-proposals/</u>. Although an e-mail notification will be sent, it is the Bidder's responsibility to periodically check the website for any new information

**I-8. Proposals.** To be considered, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. 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.

It is possible that federal funds will be included in the latter part of this project. For that reason, federal supplementary provisions are included and Bidders must also complete a Byrd Anti-lobbying Form attached as Appendix I and return it with their proposals.

Please submit one (1) paper copy of the Technical Submittal and one (1) paper copy of the Cost Submittal. The Cost Submittal must be in a separate sealed envelope. In addition, Bidders shall submit one copy of the entire proposal (Technical and Cost submittals, along with all requested documents) on flash drive in Microsoft Office-compatible or pdf format.

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.

**I-9. Small Diverse Business Information.** The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <a href="http://mnucp.metc.state.mn.us/">http://mnucp.metc.state.mn.us/</a>.

**I-10. Award.** The agreement award will be based on the time and materials submitted in the proposal, but will be a lump-sum, not-to-exceed agreement. This Design Services project requires a high level of coordination with the selected community engagement consultant, and expectations for that partnership will be determined in final contract negotiations. Please see City of Duluth RFP 23-AA04 for information on Community Engagement Services requested for the renovation project.

**I-11. Term of Contract.** The term of the contract will begin once the contract is fully executed. The pre-design phase is expected to end October 2023. The selected Bidder shall not start the performance of any work nor shall the City be liable to pay the selected Bidder for any service or work performed or expenses incurred before the contract is executed.

**I-12. Prompt Payment of Subconsultants**. Per MN Statute 471.425, Subd. 4a., Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

**I-13. Mandatory Disclosures.** By submitting a proposal, each Bidder understands, represents, and acknowledges that:

A. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement,

understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.

- B. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
- D. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

**I-14.** Notification of Selection. Bidders whose proposals are not selected will be notified in writing.

# PART II - PROPOSAL REQUIREMENTS

- 1. Proposal cover sheet attached as Appendix A
- 2. Cover letter that includes a description of specifically why Bidder is a good fit for this proposal and a restatement of the goals and objectives to demonstrate understanding of project details.
- 3. Scope of work envisioned, including but not limited to:
  - a. Specific objectives
  - b. Detailed deliverables
  - c. Timeline of services for both first and second phase
  - d. Development of library renovation concept to support City decision-making within the framework of a \$40,000,000 budget for the building and associated outdoor spaces and utilities. Design concepts should consider a total renovation of building envelope, mechanical and electrical systems, interior arrangement, glazing, and potential additions on Michigan St and plaza
- 4. Resumes of key personnel responsible for deliverables
- 5. Background of firm that describes what makes it suitable for the work envisioned in this proposal
- 6. Background of firm's experience designing library facilities and its understanding of library operations and economics

- 7. Background of firm's experience designing multi-use facilities or their approach to determining spatial needs for multiple functions
- 8. High-level narrative facility option examples based on company's understanding of the project and how that relates to the available funding
- Narrative description of approach and strategies to affordably design to City and State energy efficiency standards (i.e. B3, and City's Owner Program Requirements attached as Appendix F)
- 10. References
- 11. A lump sum, not-to-exceed total project cost including any sub-consultant fees, along with the following information:
  - a. A breakdown of the hours by task for each employee
  - b. Identification of anticipated direct expenses
  - c. Miscellaneous charges such as mileage and copies
  - d. Identification of any assumptions made while developing the cost proposal
  - e. Any cost information related to additional services or tasks, to be included as additional costs and not part of the total project cost
  - f. A work plan and detail on the scope of services and deliverables for the initial phase of pre-design
  - g. Cost rates for assisting and attending community engagement meetings led by separate consultant (preparing images/renderings/exhibits; answering questions related to building design; minimum of three meetings)

# PART III - CRITERIA FOR SELECTION

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

- 35% Qualifications of the Bidder and Personnel
- 35% Prior experience with library design work
- 15% Objectives, deliverables and work plan
- 15% Cost

Top scoring candidates will be requested to schedule an interview before a final decision on proposals. Both in-person and virtual interviews will be available.

# PART IV – PROJECT DETAIL

**IV-1. Background.** See appendices for resources from previous facility studies on the main library, City building requirements, Workforce Development strategic plan, and Duluth Public Library strategic plan as identified below are attached as appendices.

MSR; January 2015 (Appendix B) – facility alternatives report for planning and design of library renovation; provides narrative of potential updates and improvements collected through community engagement meetings and contemporary library standards; offers various scope and construction cost estimates.

TKDA; January 2016 (Appendix C) – study to determine feasibility of renovating the existing library to meet the following criteria: project cost under \$20 million; improve deteriorating exterior shell; increase thermal control and mitigate air leakage; replace HVAC and building controls; upgrade electrical system and date infrastructure; bring accessibility up to code.

TKDA, McGough, Gensler; October 2020 (Appendix D) – conceptual design for library improvements to address code and accessibility compliance; energy efficiency; changing programming needs; renovation of exterior and roof; improved flow of operations; increase access to daylight; addition of working and meeting spaces.

Gensler; April 2022 (Appendix E) – study examining feasibility of locating Workforce Development department offices in existing main library; collected input from Library and Workforce staff to determine priorities; gives conceptual plans for reorganized interiors, with emphasis on visibility and access.

Duluth Workforce Development Board; 2021 (Appendix G) – four-year strategic plan that lays out goals and priorities for workforce programs and services for the City of Duluth and Northeast Minnesota region; details partners, programs, and service delivery approach; identifies strategic approach to serving both employers and jobseekers in Duluth.

Duluth Public Library Strategic Plan; 2016-2020 (Appendix H) – goals and strategies for the library, consisting of school readiness, library capacity, service model, library services, and public awareness.

**IV-2. Project Scope:** This project will result in a more detailed analysis of the elements below by continuing the project scoping and budgetary process into design development. The ultimate goal of the renovation is to create an iconic, functional, efficient, affordable, and sustainable public library and workforce development center that will serve the needs of the city and region for the next 40+ years, all within the framework of a \$40,000,000 project budget.

- 1. During pre-design/schematic phase, further explore how expansion on Michigan St side would alter and improve the existing programmable space
- 2. Evaluate any historical preservation requirements and produce timeline to follow those review procedures
- 3. Determine appropriate building size to accommodate increased workspace needs and diverse business operations
- 4. Consider opportunities for transformational redesign that is focused on resetting asset life cycles and achieving energy efficiency goals in line with State of Minnesota B3 requirements and the City of Duluth's facility standards outlined in the Owner Program Requirements

- 5. Focus on customer perspective and recognize the need for family-friendly environment by designing efficient and intuitive route to both entrances, with simple access to restrooms, elevator/stairs, and information desk
- 6. Re-examine and clearly define the various service areas and their related assets or support services
- 7. Provide versatile space for large community meetings, presentations and programs
- 8. Create a maintenance-free exterior, and low-maintenance interior features
- 9. Configure interior space to accommodate the need for both private offices and meeting rooms
- 10. Analyze the possibilities for shared space between library and workforce development functions, and identify the needs of separate/specialized functions
- 11. Consider new entrance locations on Michigan and Superior St, with vision towards future activities and modes of traffic.

# Appendices

Appendix A: Cover Sheet

- Appendix B: MSR: *Facilities Alternatives Plan* (separate document)
- Appendix C: TKDA: *Library Renovation Study* (separate document)
- Appendix D: TKDA, McGough, Gensler: Summary Design Report (separate document)
- Appendix E: Gensler: *Library and Workforce Development Co-Location Feasibility Study* (separate document)
- Appendix F: City of Duluth: Owner Performance Requirements (separate document)
- Appendix G: Duluth Workforce Development Board: *Regional and Local Strategic Plan* 2021-2024 (separate document)
- Appendix H: Duluth Public Library: Strategic Plan 2016-2020 (separate document)
- Appendix I: Byrd Anti-lobbying Form (must be completed and submitted with proposal)

### City of Duluth Supplementary Provisions – State & Federal Funding 23-AA03 RFP for Design Services at Library

### 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. <u>Subcontracting Requirements</u>

- 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.

Revised 03.08.2022

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. <u>Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus</u> <u>Area Firms.</u>

Per 2 CFR 200.321, prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (collectively referred to as socioeconomic firms) are used when possible. The affirmative steps must include:

- a. Placing qualified socioeconomic firms on solicitation lists;
- b. Assuring that socioeconomic firms are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit

maximum participation by socioeconomic firms;

- d. Establishing delivery schedules, where the requirements permit, which encourage participation by socioeconomic firms; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### 7. <u>Clean Air Act and Federal Water Pollution Control Act</u>

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.

#### 8. 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).

### 9. 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.

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

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.

### 11. 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.

# APPENDIX A - PROPOSAL COVER SHEET CITY OF DULUTH RFP# 23-AA03 Design Services at Main Library

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 I 23-AA03 RFP for Design Services at Main Library

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