



**CITY OF DULUTH  
REQUEST FOR PROPOSALS FOR**

**PROFESSIONAL ENGINEERING & DESIGN SERVICES  
2023 & 2024 FLOOD DAMAGES**

**RFP NUMBER 25-99163**

**ISSUED Thursday, January 1, 2025**

**PROPOSALS DUE Thursday, January 30, 2025 by 3:00 PM**

**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 and Project Summary.** The City of Duluth is seeking proposals from a consulting firm to provide professional design and engineering services, including preliminary survey, biddable construction documents, construction survey and layout, permitting services, cost estimates, and construction administration for bridges, trails, boardwalks and culverts that were damaged during three flood events spanning over 2023 and 2024. The selected consultant must have experience in the FEMA and State Disaster processes. Additional details are provided in **Part IV** of this RFP.

This project includes FEMA and State Disaster funds. Supplementary provisions are included.

**I-2. Calendar of Events.** The City will make every effort to adhere to the following schedule:

Activity	Date
Pre-proposal Conference	1/22/25
Deadline to submit Questions via email to <a href="mailto:purchasing@duluthmn.gov">purchasing@duluthmn.gov</a>	1/23/25
Answers to questions will be posted to the City website no later than this date.	1/24/25
Proposals must be received in the Purchasing Office by 3:00 PM on this date.	1/30/25
Interviews tentatively scheduled the week of:	2/3/25

**I-3. 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-4. Pre-proposal Conference.** The City will hold a pre-proposal conference as specified in the Calendar of Events. The Pre-proposal conference will be held at 1:00 PM on January 22 in the Lakeside Conference Room- room 430 at City Hall, there is also a virtual option to join this meeting via Microsoft Teams. There will not be a site visit. Interested Bidders are strongly encouraged to visit sites on their own schedule. A digital photo inventory geotagged to each location will be made available. Additional details are provided in **Part IV** of this RFP.

**I-5. Questions & Answers.** Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov) **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-6. 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 <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> . Although an e-mail notification will be sent, it is the Bidder's responsibility to periodically check the website for any new information

**I-7. 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.

Please submit one (1) unbound paper copy of the Technical Submittal and one (1) unbound paper copy of the Cost Submittal. The Cost Submittal should 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-8.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 <http://mnucp.metc.state.mn.us/> .

**I-9. Agreement.** The awarded proposer will be required to sign the agreement attached as Appendix B. Questions about the agreement should be submitted to [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov) by the question deadline in the schedule above.

**I-10. Award.** The agreement award amount will be based on the time and materials submitted in the proposal, but will be a lump-sum, not-to-exceed agreement.

**I-11. Term of Contract.** The term of the contract will begin once the contract is fully executed and is anticipated to end by June 30, 2026. 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. 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-13. Notification of Selection.** Bidders whose proposals are not selected will be notified in writing.

## **PART II - PROPOSAL REQUIREMENTS**

The Proposal shall include the following criteria and be structured accordingly:

- 1. Cover Letter
- 2. A restatement of the goals, objectives, and the project tasks to demonstrate the Proposer's understanding of the proposal request.
- 3. An outline of the Proposer's background and experience with similar projects. Experience must show proof of working on FEMA and State disaster Engineering projects. Provide examples from projects that your company successfully completed demonstrating competence in the 406 Hazard Mitigation (HM) process. Show us details on how you designed solutions to meet FEMA Public Assistance (PA) repair requirements and your developed solutions for the 406 HM components.
- 4. Identify the personnel that will be conducting the project and detail their training and work experience. Your design lead must be a 1) a professional Engineer licensed in the State of Minnesota, 2) a FEMA 406 Hazard

- Mitigation expert that is an active member of the design team, 3) a local expert able to make design decisions during construction and be on-call and available during the construction season. No change in personnel assigned to the project will be permitted without approval of the City.
5. Provide a detailed work plan identifying the tasks to be accomplished and the budget hours to be expended on each task. An anticipated work schedule shall also be provided assuming a February 14, 2025 contract award date. The work plan shall also identify deliverables at key milestones in the project as well as any other services expected to be provided by the City.
  6. Provide a minimum of three (3) references, including names, addresses and telephone numbers, for whom the Proposer has performed similar services.
  7. Provide one copy of the cost proposal in a separate envelope, clearly marked on the outside with "Cost Proposal". The terms of the proposal as stated must be valid for the length of the project. The responder must also include an hourly "not to exceed" total project cost inclusive of any miscellaneous and 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 assumptions made while developing the cost proposal.
    - Identification of any services or tasks not included and their associated costs. Include these in the cost proposal but identify them as additional and do not include as part of the total project cost.
  8. The technical proposal shall be limited to 20 single-sided 11-point minimum font size on 8 ½ x 11 pages. The front and back covers, and any additional documents required by the City are not included in the 20-page limit. The separate cost proposal can be an 11" x 17" sheet.

### **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:

Understanding of the Project	25%
Qualifications & Experience of Team & Personnel	40%
Work Plan	25%
Cost	10%

### **PART IV – PROJECT DETAIL**

In April 2023 (FEMA Disaster 4722), September 2023 (State Disaster), and June 2024 (FEMA Disaster 4797), flood events in those months damaged many trails, culverts, and several boardwalks and bridges from high velocity water flow.

City staff conducted an initial assessment, including a geo-referenced photo inventory of the affected areas; and then subsequently met with representatives from the State of Minnesota and FEMA to prepare the documentation necessary to support the Governor's request for State and Federal Disaster Declarations. A digital folder containing photos, maps and a list of known damaged locations by GPS coordinate are included in the appendix of this RFP.

### **Concept Design/Pre-Design Phase**

The consultant team shall review damaged sites and preliminary damage estimates, then develop a restoration plan (Construction Base Bid) that follows damage descriptions exactly as described by FEMA and the State of Minnesota per the attached "Damage Descriptions". Repairing a site to pre-event conditions is our initial design task following Public Assistance (PA) requirements along with an Engineers estimate of probable costs. We cannot begin work on Hazard Mitigation (HM) components until FEMA has approved the initial PA design and estimates.

Upon FEMA approval of PA provide a 406 HM (Construction Alternate Bid) design solution that mitigates the damaged location from happening again in a future disaster. Cost for the Hazard Mitigation may go up to 90% of the initial cost estimate or up to 99% of the estimated quantities. They are not mutually exclusive, and the estimated cost takes priority over quantities.

*Example A*

<i>Site #</i>	<i>PA Construction Estimate</i>	<i>HM Construction Estimate 90%</i>	<i>Total Engineers Estimate</i>
<i>27b</i>	<i>\$10,000</i>	<i>\$9,000</i>	<i>\$19,000</i>

*Example B*

<i>Site #</i>	<i>PA Construction Estimate</i>	<i>HM Construction Estimate 90%</i>	<i>Total Engineers Estimate</i>
<i>27b</i>	<i>100 CY Class 5</i>	<i>99 CY Class 5</i>	<i>199 CY Class 5</i>

We are not looking for highway heavy design construction documents with plans, profiles and the like, but simple bid documents that clearly identify the damaged locations with engineered design solutions. Simple is better for the bid-document deliverables in the navigation and reporting to state and federal agencies.

Plan review by the City of Duluth will be needed at 30%, 60%, 90% and 99% pre-signature plans. Probable construction cost estimates expected at each phase of design enumerated above.

### **Meetings**

Provide a summary of the necessary meetings along the entire duration of the project along with a cost per meeting type.

### **Survey Services**

Include survey services needed for any site design. Wetland delineation services have already been completed by the City of Duluth for the Tischer Creek Pedestrian Bridge location in Hartley Park. No other wetland delineation services are anticipated.

### **Final Design**

Prepare a signed set of plans and specs including site plans, grading plans, planting plans, bridge plans and any other necessary details or plans to implement the damage repairs. 406 HM components must be clearly delineated and separate from PA components so FEMA can see the difference between the two.

### **Permitting Phase**

Consultant to list in the RFP response any necessary permits (local, state, federal). Preparation and submission of all necessary permits shall be included in the scope of services provided. Permitting fees will be paid by the City of Duluth.

### **Cost Estimates, Design and Bidding Phase**

Cost estimates of the project shall be prepared, updated, and submitted to the City at each step in the design process 30%, 60%, 90%, 99%, Final Design.

### **Bidding**

Consultant shall support the bid process by attending the pre-bid meeting with contractors, preparing addenda as needed, evaluating the bids in a timely manner, and assist City staff in making a recommendation for contract award.

Our goal is to break up the work into similar work scope bid packages.

Construction Bid Package Example could be as follows:

- 1) Lester River Pedestrian Bridge
- 2) Tischer Creek Pedestrian Bridge
- 3) General Construction and Civil Repairs: This bid package shall focus on soil loss washouts, culvert replacements, and miscellaneous earthwork scopes.
- 4) Specialty Trail Restorations: This work scope is to attract PTBA Certified Trail Builders and focus on single track trail restoration in remote job site locations and accessible route trails that require small equipment and specialty skills/experience to successfully complete.

### **Construction Administration Phase**

Consultant will provide construction administration onsite during construction. The City of Duluth will require a minimum of weekly construction progress meetings, and on-site observation of at least 1 day (8 hours per week). 100% construction observation services will be required for the bridge replacement and repair projects.

**Prevailing Wage Tracking**

Consultant team to provide prevailing wage tracking services consistent with State and Federal requirements. Weekly reports on this deliverable are required. Missing a deliverable for this work scope is not permitted.

**Appendix Exhibits**

- a) Geo Reference Photos*
- b) Map Location Exhibits*
- c) Damage Descriptions by Location*

**APPENDIX A - PROPOSAL COVER SHEET  
CITY OF DULUTH  
RFP# 25-99163**

<b>Bidder Information:</b>	
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	
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City of Duluth  
Supplementary Provisions – State & Federal Funding

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

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. 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.

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. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This shall include making maximum use of products containing recovered materials as designated by the Environmental Protection Agency (EPA) unless (i) the materials cannot be acquired competitively and within the timeframe required by the contract performance schedule; (ii) the materials designated by the EPA do not meet contract performance requirements; or (iii) the materials cannot be acquired for a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at the EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

#### 12. 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.

#### 13. 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.

14. Changes. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. Access to Records. The following access to records requirements apply to this contract:

- a. The contractor agrees to provide The City of Duluth, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the

contract.”

16. DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
17. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
18. No Obligation by Federal Government. 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.
19. Program Fraud and False or Fraudulent Statements or Related Acts. 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 thiscontract.

## **DECLARATION OF NON-COLLUSION**

I hereby swear (or affirm) under penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- 4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and
- 5) That I have fully informed myself regarding the accuracy of the statements made in this declaration.

Signed: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Bidder's Federal Identification Number \_\_\_\_\_

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