



**CITY OF DULUTH**  
**REQUEST FOR PROPOSALS FOR**  
**INTERPRETIVE PLAN FOR WAABIZHESHIKANA, THE MARTEN TRAIL**

**RFP NUMBER 20-99199**  
**NOAA Award No. NA19NOS4190063**  
**ISSUED January 29, 2020**

**PROPOSALS DUE Thursday, February 13, 2020 at 4:30 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. Project Overview

The City of Duluth's Parks and Recreation ("Parks") is seeking a statement of qualifications and a price quote for professional services to prepare stakeholder-driven heritage interpretative ("Plan") for Waabizheshikana, The Marten Trail. The recently Council-approved Waabizheshikana, Marten Trail Mini-Master Plan, formerly known as the Western Waterfront Trail, recommends the completion of a separate interpretive planning process that explores the themes, mediums and stories of the river, land and its people.

Waabizheshikana, The Marten Trail, in context of this Plan, is made up of the physical 3.3-mile trail alignment (existing), the 7-mile trail extension (proposed) and the adjacent green space managed and maintained by the City of Duluth for creational and conservation pursues.

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

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

Activity	Date
Deadline to submit Questions via email to <a href="mailto:purchasing@duluthmn.gov">purchasing@duluthmn.gov</a>	Feb. 6, 2020
Answers to questions will be posted to the City website no later than this date.	Feb. 10, 2020
Proposals must be received in the Purchasing Office by 4:30 PM on this date.	Feb. 13, 2020

**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 Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**I-4. 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-5. 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 Proposer's responsibility to periodically check the website for any new information

**I-6. 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 official authorized to bind the Proposer to its provisions. If the official signs the Proposal Cover Sheet attached as Appendix B, this requirement will be met. Proposals must remain valid for 60 days or until a contract is fully executed.

Please submit one (1) paper copy of the Technical Submittal and one (1) paper copy of the Cost Submittal. **Cost submittal must be in a separate sealed envelope.** In addition, one copy of the entire proposal (Technical and Cost submittals, along with all requested documents) shall be submitted 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-7. 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/> . A list of certified Targeted Group, Economically Disadvantaged, and Veteran-Owned Vendors is maintained by the MN Department of Administration Office of State Procurement at <http://www.mmd.admin.state.mn.us/process/search/>.

**I-8. Term of Contract.** The term of the contract will begin once the contract is fully executed and is anticipated to end by November 30, 2020. The selected Proposer shall not start the performance of any work nor shall the City be liable to pay the selected Proposer for any service or work performed or expenses incurred before the contract is executed.

**I-9. Mandatory Disclosures.** By submitting a proposal, each Proposer understands, represents, and acknowledges that:

- A. Their proposal has been developed by the Proposer 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 Proposer or its employees or agents to any person not an employee or agent of the Proposer.

- B. There is no conflict of interest. A conflict of interest exists if a Proposer 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.

**I-10. Notification of Selection.** The top two scoring firms will be invited to review their proposals in-person or via Skype between February 24 and 25, 2020. Proposers whose proposals are not selected will be notified in writing when contract negotiations have been successfully completed and the City has received the final negotiated contract signed by the selected Proposer.

## **PART II - PROPOSAL REQUIREMENTS**

Submittal of the Request for Proposals should include the following criteria and be structured accordingly:

1. Cover Letter
2. Firm Information
  - a. Name of Firm/Discipline
  - b. Contact Information
  - c. Staff Size
3. Three References we may contact with whom similar planning work has been completed within the last three years and whose proposed facilities and changes have been implemented.
4. Provide an overview and description of the firm's total qualifications, including any special or unique services it may provide.
5. Specific name and qualifications of the lead member of the project team who will be the primary contact and have full responsibility for the project. Also, complete qualifications must be submitted for other members of the project team.

6. List whether or not this is a joint venture or if your agency is the sole consultant for the entire project. Include any sub-contractors who will be working with your firm on this project and what their responsibilities will be.
7. A brief description of the scope of work, touching on each specific element you would provide to achieve the desired plan.
8. Cost of your services, in detail, including hours dedicated to each area defined within the scope of services. This will allow Parks and Recreation staff to selectively choose the desired services, additional or otherwise.
9. Detail meetings and community outreach with Parks and Recreation staff, Parks Commission, City officials, stakeholder interviews and public forums.
10. Proposed schedule for the project.
11. Completed Byrd Anti-Lobbying Amendment Certification.

### **PART III - CRITERIA FOR SELECTION**

The proposals will be reviewed by City 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 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:

Work Plan	25%
Qualifications/experience of the personnel and company working on the project	20%
Understanding of the project scope	15%
Completeness of the proposal	10%
History (completeness & timeliness) of past work with the City of Duluth	10%
Project costs/fees	20%

The consultant team should have expertise in comprehensive long-range linear park and trail planning and design of similar size and scope. Each proposal will be evaluated based on qualifications. The City has the right to refuse any and all RFP's in whole or in part and select the proposal deemed to be in the best interest of the City. Firms that are not selected will be notified in writing.

### **PART IV – PROJECT DETAIL**

The River Heritage Interpretive Plan for Waabizheshikana, The Marten Trail, consists of an existing 3.3-mile trail segment that traverses the western shoreline of the St. Louis River. The City underwent an extensive mini-master planning process that will extend the trail to over 10 miles of continuous recreational trail. The Mini-Master Plan also calls

for the rebranding of the Trail as a heritage trail. The Trail is more than just physical ability to get to the river or from one place to the other; it is about access to all the historical, cultural, spiritual, and ecological lessons the river has to teach.

The City is seeking a planning process that will coordinate a stakeholder-driven heritage trail interpretive plan that defines the specific details and significant common themes of interpretation along the current trail and the Trail extension. The interpretive plan will be cultural overlay on the existing and future physical Trail; it will not include engineering or design of the trail extension itself, but will focus on the themes, mediums, and stories of the people and its region.

The City seeks a consultant to put together a project team; host staff and public meetings, workshops, and a site tour; conduct presentations with the project team and stakeholders, advisory groups, or other targeted outreach communities; host regular check-in calls among key project personnel; contract for state and tribal historic preservation office reviews; and coordinate heritage trail plan development in two phases (draft and final).

Stakeholders include regulation agencies, business owners, community/neighborhood leaders, elected officials/City staff, environmental and recreation groups, and representatives of Fond du Lac Band of Lake Superior Chippewa and other tribal representatives.

Connecting people to the river creates a platform for river stakeholders to collaboratively enhance recreational and educational opportunities, support restoration and conservation projects, increase community support and stewardship for the river, and create river management techniques that enrich river user experiences and preserve the river's natural and cultural environment.

Themes for interpretation that emerged through the Trail Mini-Master Planning process to further explore, include:

#### Unique Features of the Region

- Cultural importance to Anishinaabe people
- Birding and fishing along the river
- Connection to Lake Superior as the headwaters and Great Lakes
- Northern port cities - unique with both Minnesota and Wisconsin border
- Geographical significance of Sawtooth Mountains/Canadian Shield
- Duluth watersheds: streams, tributaries, and wetlands

#### Key Stories

- The river is the largest tributary to Lake Superior and the estuary is the largest freshwater estuary in the USA
- Urban development and how it has affected the river, flooding and damming
- Ancestral and contemporary stories of the indigenous people

- Industrial development: railroads, ship building industry, and US Steel beginnings
- Fishing; the revival of sturgeon and whitefish
- The forest and vegetative changes, including significance of wild rice
- Feature area as a hub, a crossroads, historically and for the future as well
- Use recreation as a catalyst - has the power to bring people together
- One river, many stories
- Establishment of borough-type neighborhoods, company towns, nestled into the landscape
- Investments in restoration of aquatic habitat and remediation of contaminated sediments

### Strategies for Implementation

- Focus interpretation at specific and key locations.
- Have a variety of interpretation features, varying from traditional story-telling panels, scenic overlooks for personal reflection, to local public art and living history.
- Include a wide span of interpretive themes, ranging from the ecological richness of the estuary, history of the railroad, spiritual significance of certain namesakes to present clean-up efforts.
- Emphasis on celebrating Anishinaabe history - recognizing contemporary Anishinaabe people are part of the Duluth community, practicing traditions and reinvigorating language and culture.

## GENERAL PROJECT SCOPE

### Deliverables

The Interpretive Plan will serve as a guiding document in interpreting the historical cultural and ecological stories of the St. Louis River estuary and adjacent lands.

Deliverables of the Interpretive Plan and planning process must include:

1. A professional team of staff who can meet the following needs – knowledge of the natural history of the area, GIS mapping, landscape design, experience working with intercultural work groups (specifically indigenous groups native to the region), expert in local/regional indigenous art and design (place-specific).
2. Inventory and analysis of the site
3. Regular communication with leadership team (City and others as identified)
4. Stakeholder workshops, minimum of three
5. Site tour with leadership team, minimum of two days
6. Host one public open house
7. Documentation from all meetings, correspondences, site visits and workshops
8. Draft Plan (deadline identified as part of executed contract agreement)
9. Final Plan to include executive summary, introduction, planning process, appendices, recommendations, implementation plan, probable cost estimate, funding source recommendations (completed no later than October 31, 2020)

10. Final Plan in PDF and editable formats. All workshop related exhibits and documents compiled and delivered in editable formats.

#### Potential Plan Participants

The consultant should meet first with City of Duluth staff (Parks and Recreation), and then verify Plan participants. Plan participants may include, but are not limited to:

- Fond du Lac Band of Lake Superior Chippewa
- Agency Partners such as EPA, MPCA and Minnesota DNR
- Neighborhood Community Clubs
- Lake Superior Mississippi Railroad Nonprofit
- Environmental and Restoration groups
- Land and water management entities
- Historic preservation groups
- Park and Recreation Commission
- Indigenous Commission
- Public Arts Commission
- District representatives – City Council, County, State

#### Consultant Requirements to Bid on the Master Plan:

1. Demonstrated experience developing interpretive plans for parks and trail systems.
2. Demonstrated experience working with a diverse, intercultural work groups.
3. Demonstrated knowledge of Anishinaabe art and design specific to the project area.
4. Demonstrated knowledge of various ecological and natural systems.
5. Ability to lead members of the public through a participatory process to arrive at a final plan.
6. Demonstrated understanding of current trends in interpretive mediums.
7. Demonstrated experience of creating plans that are readily implementable and constructible.

#### Available Resources

1. 2019 Waabizheshikana, The Marten Trail: A River Heritage Trail Mini Master Plan: <https://duluthmn.gov/media/9110/website-version-of-wwft-1320.pdf>
2. 2017 St. Louis River Corridor Trail and Bikeway Plan <https://duluthmn.gov/media/6832/slrc-trail-plan-final-for-council-approval-3-13-17.pdf>
3. 2019 Outdoor Recreation Map <https://duluthmn.gov/media/8474/duluthrecmap-2019-reduced.pdf>



4. 2015 An Ethnographic Study of Indigenous Contributions to the City of Duluth  
<https://duluthmn.gov/media/5867/duluth-ethnographic-study-final-july-2015.pdf>
5. St. Louis River Area of Concern Materials <https://www.epa.gov/great-lakes-monitoring/st-louis-river-aoc>
6. St. Louis River Duluth Natural Area Fact Sheet  
[https://duluthmn.gov/media/6724/61196\\_4\\_dnap\\_factsheet\\_stlouisrivercorr\\_a6\\_lr.pdf](https://duluthmn.gov/media/6724/61196_4_dnap_factsheet_stlouisrivercorr_a6_lr.pdf)

## **PART V - GRANT-SPECIFIC CONDITIONS**

This project is funded in whole or in part with funds passed through the state from the National Oceanic and Atmospheric Administration (NOAA) and is subject to the following conditions.

**V-1. NOAA Award Number.** The consultant shall include the NOAA Award Number on all paperwork submitted in relation to this project, including but not limited to invoices, reports, etc. The NOAA Award Number for this project is NA19NOS4190063.

**V-2. Invasive Species Prevention.** Consultants must follow Minnesota DNR's Operational Order 113, which requires limiting the introduction, establishment and spread of invasive species. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Invasives Species Prevention and Site Planning and Management (p. 3-5) of Operational Order 113  
[http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf).

**V-3. Pollinator Best Management Practices.** Habitat restorations and enhancements are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statute 84.973. Best practices and guidelines ensure a appropriate diversity of native species to provide habitat for pollinators through the growing season.

Consultants shall follow the MNDNR pollinator best practices and guidelines. Please refer to the MNDNR website for more information  
[http://www.dnr.state.mn.us/pollinator\\_resources/index.html](http://www.dnr.state.mn.us/pollinator_resources/index.html)

**V-4. Whistleblower Protection Rights.** All employees of grantees, consultants and subconsultants working on this project will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

- a. Consultants shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41

U.S.C.4712, which states that an employee of a contractor, subcontractor, or grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

- b. Consultants shall insert the substance of this clause, including these paragraphs a and b, in all subcontracts over the simplified threshold, which is currently \$150,000.

**V-5. American Disabilities Act/Electronic Accessibility** – Consultants must comply with the 2010 American Disabilities Act Standards for Accessible Design, or any updated version of these requirements in effect at the time of proposal submission, and all applicable regulations and guidelines.

The (document/report/website) must be provided in an accessible electronic format per Minnesota Statute 16E.03 State Information and Communications Systems, Subd. 9 (<https://www.revisor.mn.gov/statutes/2016/cite/16E.03>). Subdivision 9 incorporates federal requirements under Section 5 of the Rehabilitation Act of 1973 (Revised) and the Web Content Accessibility Guidelines 2.1, level AA. For guidance on producing accessible electronic documents, see the Minnesota IT Services accessibility website (<https://mn.gov/mnit/about-mnit/accessibility/>)

**V-6. Minority, Women-Owned, and Surplus Labor Area Businesses** Consultants must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, as outlined in 2 CFR 200.321

**APPENDIX A - PROPOSAL COVER SHEET  
CITY OF DULUTH  
RFP# 20-99199**

<b>Proposer Information:</b>	
Proposer Name	
Mailing Address	
Website	
Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Federal ID Number	

<b>Submittals Enclosed and Separately Sealed:</b>	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Cost Submittal

<b><i>Signature</i></b>	
Signature of an official authorized to bind the Proposer to the provisions contained in the proposal:	
Printed Name	
Title	

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY RESULT IN THE REJECTION OF THE PROPOSAL**

City of Duluth  
Supplementary Provisions – State & Federal Funding  
RFP 20-99199 Interpretive Plan for The Marten Trail

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 2, 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.

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. Rights to Inventions Made Under a Contract or Agreement.

For any contracts involving the “substitution of parties, assignment or performance of experimental, developmental, or research work”, Contractor shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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.

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>.

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