



Lincoln County

REQUEST FOR PROPOSAL FOR ELEVATOR MODERNIZATION

Modernization of Lincoln County Jail Elevators

Lincoln County, Oregon

Issue Date: November 13, 2024
Issuing Office: Lincoln County
Contact: Mike Copp
Address: 210 SW 2nd Street, Newport, Oregon 97365
Phone: 541-265-0101
E-mail: mcopp@co.lincoln.or.us

GENERAL INFORMATION

1. General Information

This Request for Proposals (“RFP”) is being issued by Lincoln County, Oregon to solicit a cost for modernization/remodel services for the Lincoln County Jail elevators located at 251 West Olive Street, Newport, OR, 97365, hereinafter the “Jail”.

Contractors with experience in construction, remodeling and/or modernization of hydraulic elevators with an interest in making their services available to the County are invited to respond to this RFP. Respondents mean the contractors that submit proposals in response to this RFP. It is understood that the selected respondent acting as an individual, partnership, or corporation or other legal entity is licensed and capable of providing the specified services and complying with all relevant federal, state and local safety requirements, standards and ADA requirements for these services. The respondent shall be financially solvent and each of its members, if a joint venture, its employees, agents, or sub-contractors of any tier, shall be competent to perform the services required under this RFP.

2. General Proposer Requirements

Any contractor submitting a proposal must meet the following minimum requirements:

- A. All Proposers must be licensed to perform business in the State of Oregon and properly licensed to perform the services described in this RFP.
- B. All Proposers must be experienced in those services requested of County;
- C. All Proposers must agree to execute County's Construction Agreement, if awarded; and
- D. All Proposers must carry required insurance, naming County as an additional insured.

3. Project Description

Lincoln County, Oregon is seeking bids for modernization and/or remodeling services for the two elevators at the Jail. It is anticipated that this project, or a portion of this project, may be funded by ARPA funds and that any contract entered into regarding these services will be subject to the contract requirements attached to ARPA funds. These required ARPA fund contract requirements are attached to this RFP as Attachment A and incorporated herein by reference.

4. **Who May Respond:** All proposers are invited to respond to this RFP by submitting a proposal consistent with the terms and conditions, and specification stated herein and who meet the requirements of state bonding and licensing in Oregon.

5. Instructions on Proposal Submission:

- A. Closing submission Date. Proposals must be submitted no later than 5:00pm November 25, 2024.
- B. A site viewing may be scheduled on November 20, 2024, if requested.
- C. Inquiries and submission of proposals concerning this RFP should be made to:

Mike Copp
210 SW 2nd Street
Newport, OR 97365
Phone:541-265-0101
Email: mcopp@co.lincoln.or.us

- D. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the proposers and will not be reimbursed by the Lincoln County.
- E. It is the responsibility of the proposers to ensure timely submission. Late proposals will not be considered.
- F. Lincoln County reserves the right to reject any and all proposals received that are not in compliance with all prescribed public bidding procedures and requirements. A contract for the accepted proposal will be drafted based upon the factors described in this RFP to include the required ARPA contract clauses.
- G. It is anticipated that the selection process will be completed within one week of the closing date from the receipt of proposals, however this depends on the number of proposals and is dependent on County staffing limitations and other duties.

6. Proposal Contents

All Proposals shall follow the format described in this RFP. It is the intent of the County to solicit proposals that are complete yet concise, descriptive yet brief. The proposal should enable the selection committee to fairly evaluate each proposal as such proposers shall utilize the following format:

- A. The Proposer shall sign and submit a Cover Sheet.
- B. Description of Qualifications: Relevant experience, including (1) familiarity with similar existing elevators, (2) relevant examples of similar projects, and (3) references including bid amounts as compared to the actual end cost of each project.
- C. Proposed key personnel and project organization.
- D. In the proposal, illustrate a timetable for the services.
- E. Proposals should also address:
 - i. Plan for maintaining access/use of elevator or elevators during work.
 - ii. Different options for services and how these options would affect utility and cost.
 - iii. Any proposed work by subcontractors.
 - iv. Efforts to prevent damage to existing features during the work.

- v. Maintaining property in safe and orderly condition during and after work.
- vi. Provide an itemized breakdown of project costs, including cost for removal and disposal of modernization/remodel and construction debris.
- vii. Any concerns regarding possible aspects of the proposal which might result in change orders.

F. Describe any lawsuits or claims: Provide a list of any outstanding lawsuits including claims, both settle and unsettled for the past five years.

7. Evaluation

Submission of Proposals. All submission shall include an original, either by mailing to address identified in paragraph 5C or emailing to the following: mcopp@co.lincoln.or.us

Evaluation Procedure and Criteria. Lincoln County staff will review proposals and make recommendations to the Board of Commissioners for final approval. The County may or may not request a meeting with qualified Proposers prior to selection. Proposals will be reviewed in accordance with the following criteria and scored pursuant to paragraph 26:

8. Schedule of Events

The County anticipates the following general timeline for receiving and evaluating the proposals and selecting a consultant. This schedule is subject to change if it is in County's best interest to do so.

Posting of RFP	11.13.2024
Deadline for Clarifications/Questions/Changes to RFP	11.19.2024
Site visit	11.20.2024
Deadline for Protests of RFP	11.21.2024
Proposals Due	11.25.2024
Evaluations of Proposals Complete	11.27.2024
County/BOC Review and Posting of Notice of Intent to Award	11.27.2024
Deadline for Protests to Award	12.04.2024
Contract Entry must be by	12.16.2024

9. RFP Clarification, Protests and Addenda

A. Informal Questions or Requests for Clarification. Any proposer requiring clarification of the information provided in this RFP may submit specific questions or comments in writing to the contact set forth in paragraph 5C of this RFP. The deadline for submitting such questions is set forth in paragraph 8.

B. Protest. Any proposer wishing to protest this RFP or specifications, or terms contained in the solicitation documents, must submit such protests to the contact set forth in paragraph 5C. The deadline for submitting such protests is set forth in paragraph 8. The proposer's written protest must include all of the following and otherwise comply with OAR137-049-0260(3):

- i. A detailed statement of the legal and factual grounds for the protest;
- ii. flawed description of the resulting prejudice to the proposer;
- iii. A statement of the desired changes to the terms and conditions, including any specifications; and marking of the protest as follows: "RFP Provision Protest" with sufficient information to identify the solicitation that is the subject of the protest.

C. Addenda. County reserves the right to make changes to the RFP by written addenda. If County determines that a change or clarification to the solicitation documents is necessary, such information, clarification, or interpretation will be supplied in a written addendum, posted to County's website at <https://www.co.lincoln.or.us>

- i. Proposers should consult County's website regularly until the proposal due date and time to assure that they have not missed any addendum announcements. By submitting a proposal, each proposer thereby agrees that it accepts all risks, and waives all claims, associated with or related to its failure to obtain addendum information. Proposers will also be required to acknowledge receipt of each addendum in writing as part of their proposals. Additionally, County will send addenda to all prospective proposers known to have obtained the solicitation documents at the time addenda is issued. Statements made by County's representatives, including but not limited to oral or written responses to a request for clarification, are not binding on County unless confirmed by written addendum.
- ii. No addenda will be issued later than five days before the date that proposals are due, except an addendum, if County deems necessary, postponing the due date for proposals, withdrawing the RFP, or modifying elements of the RFP resulting from delayed process.

10. Confidentiality

County is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires County to disclose all records generated or received in the transaction of County business, except as expressly exempted under ORS 192.338 to 192.355, or other applicable law. Pursuant to ORS 279C.107, County need not open proposals for public inspection until after execution of the contract(s) awarded under this RFP. Thereafter, County will not disclose records submitted by a proposer that are exempt from disclosure

under the Oregon Public Records Law, subject to the following procedures and limitations:

The proposer must mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and must segregate those pages in the following manner:

- A. Such pages must be clearly marked "Confidential" on each page of the confidential document
- B. Proposer must separate confidential pages from its other proposal pages by providing the confidential pages to County in a separate envelope or package. Proposer must separate confidential pages from its other proposal pages by providing the confidential pages to County in a separate e-mail file attachment.
- C. In its proposal, proposer must cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
- D. Subsections (A) and (B) above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
- E. Proposers may not mark an entire proposal confidential. Should a proposal be submitted in this manner, County will hold no portion of the proposal as confidential, unless such a portion is segregated as required under subsection (B) above and is determined exempt from Oregon Public Records Law.

Notwithstanding the above procedures, County reserves the right to disclose information that County determines, in its sole discretion, is not exempt from disclosure or that County is directed to disclose by the district attorney or a court of competent jurisdiction.

Prior to disclosing such information, County will make reasonable attempts to notify the Proposer of the pending disclosure.

11. Cancellation

County reserves the right to cancel this RFP at any time or to reject any or all proposals if County determines that doing so is in the public interest.

12. Late Proposals

All proposals that are not received by the proposal due date in paragraph 9 will not be considered and will be returned unopened to the Proposer(s). Phone and facsimile proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within County's internal distribution or email systems, do not excuse the Proposer's responsibility for submitting the proposal to the correct location by the proposal due date.

13. Disputes

In case of any doubt or differences of opinion as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of County shall be final and binding upon all parties.

14. Proposer's Representation

Each proposer, by the act of submitting its proposal, represents that:

- A. It has read and understands the proposal documents and its proposal is made in accordance therewith;
- B. It has familiarized itself with the local conditions under which services solicited in this RFP will be performed;
- C. Its proposal is based upon the requirements described in the RFP without exception, unless clearly stated in the response.

15. Conditions of Submittal

By the act of submitting a proposal in response to this RFP, the proposer certifies that:

- A. To its best knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or part by County, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the proposer's response to this solicitation.
- B. The proposer is of lawful age (if an individual); is the only one interested in this proposal; and no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
- C. The proposer has quality experience providing requested services in a capacity similar to the duties outlined within the scope of services.

16. Cost of Request for Proposals and Associated Responses

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP. County is not liable to any proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a proposal.

17. County Requests for Clarification, Additional Research, and Revisions

County reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the proposal.

County may obtain information from any legal source for clarification of any proposal or for information of any proposer. County need not inform the proposer of any intent to perform additional research in this respect or of any information thereby received.

County may perform, at its sole option, investigations of the responsible proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by County, become part of the

public records, and may be disclosed accordingly. County reserves the right to request clarifications of proposals after the submission of proposals and before award.

18. Rejection of Proposals

County reserves the right to reject any or all proposals received as a result of this RFP if County determines that rejection is in the public interest. Reasons for proposal rejection may include but are not limited to the following:

- A. Failure of the proposer to adhere to one or more of the provisions established in the RFP.
- B. Failure of the proposer to submit a proposal in the format specified herein.
- C. Failure of the proposer to submit a proposal within the time requirements established herein.
- D. Failure of the proposer to adhere to ethical and professional standards before, during, or following the proposal process.
- E. Failure of proposer to otherwise comply with all prescribed public procurement procedures and requirements.

19. Modification or Withdrawal of Proposal by Proposer

Proposals submitted before the proposal due date may only be modified or withdrawn in person with proper identification, or by issuing a written request on company letterhead, signed by an authorized representative, prior to the proposal due date and time. Written requests for withdrawal must be so worded as not to reveal material contents of the original proposal.

Withdrawn proposals may be resubmitted up to the proposal due date and time, provided they are then fully in conformance with the RFP.

20. Proposal Ownership

All material submitted for any portion of a proposal in response to this RFP, or during any phase of this solicitation, will become the property of County and will not be returned to proposers.

21. Duration of Proposal

Proposal terms and conditions shall be firm for a period of at least 60 days from the proposal due date. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the 60-day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

22. Affirmative Action/Nondiscrimination

By submitting a proposal, the proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the proposer certifies that it has not discriminated and

will not discriminate, in violation of ORS 279A.110, a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract.

23. Tax Compliance

By submitting a proposal, the proposer represents and warrants that the Proposer has complied with the applicable tax laws of this state or a political subdivision of this state, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. The Proposer and any consultants listed on BOLI's List of Ineligibles will be rejected.

24. Prevailing Wage Requirement

By submitting a proposal, the proposer agrees to be bound by and will comply with the provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

25. Savings and Cost Limitations

Any savings realized in performing the Contract awarded under this RFP will accrue to the County unless the Contract provides otherwise. The County will not pay for any amount that exceeds the not to exceed amount established under the Contract except as otherwise provided in the Contract or Amendment.

26. Selection Committee

A selection committee will be comprised of at least four (4) members. Each proposal shall be evaluated on its completeness and quality in accordance with the criteria identified in this RFP by the selection committee. County has the right to require any clarification or change needed to understand the proposer's approach to the Project.

Each proposal shall be evaluated as a demonstration of the proposer's capabilities and understanding of the Project. Evaluation criteria and weighting factors for the proposal shall be as follows:

Criteria	Maximum Points
Relevant Experience	25
Proposed Personnel	15
Bid/Cost Estimate	20
Approach to Maintaining Budget	10
Addressing Proposal Issues	30
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TOTAL	100

Each member of the selection committee will independently score proposals in accordance with the evaluation criteria above. The County will then average the proposal scores per category and sum the category averages for a total score for each proposal.

County reserves the right to:

- A. Reject any and all proposals not in compliance with all public procedures and requirements including but not limited to the requirement to demonstrate responsibility under ORS 279C.375(3)(b);
- B. Reject any proposal not meeting the specifications set forth herein;
- C. Waive any or all irregularities in proposals submitted;
- D. Award contracts for any or all parts of the services solicited under this RFP;
- E. Request references and other data to determine responsiveness; and
- F. Request interviews with any of the proposal teams, if the Selection Committee decides this is needed in order to distinguish between proposals.

Following evaluations of the proposers, if the County intends to issue an award, County will provide written notice of its intent to award the contract to the highest-ranked proposer.

27. Protest of Contract Award

A proposer may protest the intent to award a contract in accordance with OAR 137-049-0450, provided:

- A. The Proposer is adversely affected because the Proposer would be eligible to be awarded the contract if that the protest is successful; and
- B. The reason for the protest is:
 - i. All higher-ranked proposals (or, in the event multiple contracts are awarded, a sufficient number of proposals) are non-responsive or failed to meet the requirements of this RFP, or all higher-ranked proposers; or
 - ii. County committed a substantial violation of a provision in this RFP or of an applicable procurement statute or administrative rule, and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been the responsible proposer offering the highest-ranked proposal.
- C. The protest is clearly marked as a protest, includes a description of this RFP, and is delivered to the point of contact and address set forth in paragraph 6C.
- D. All protests of Award must be in writing and physically received no later than 5:00 PM on the deadline for submitting such protests set forth in paragraph 9.
- E. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.
- F. Protests not filed within the time specified in paragraph 9, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based will be dismissed. An issue that could have been raised by request for clarification or protest of the solicitation documents is not a ground for protest of award.
- G. County will resolve all protests in accordance with OAR 137-049-0450.

28. Contract Requirements

County reserves the right to negotiate final terms of a Contract as County determines to be in its best interest.

It is anticipated that the contract for these services will be funded by ARPA funds and subject to those specific contract requirements, in addition to the terms required by the County (See Attachment A for the general ARPA required contract terms).

County will negotiate the Contract once the Selection Committee has chosen the top-ranked proposer and if BOC subsequently approves the selection. If County cannot come to terms with the top-ranked proposer, County may enter into negotiations with the second-ranked proposer. This process may continue until County reaches an agreement which County deems appropriate for the services.

The award of a contract is accomplished by executing a written Contract that incorporates the proposer's proposal, clarifications, addenda, additions, and insurance. All such materials constitute the contract documents.

ATTACHMENT A – 6 pages

ARPA/SLFRF Required Contract Clauses

Purpose: The purpose of this reference is to assist ARPA grant award recipients by summarizing required contract clauses consistent with the federal Uniform Guidance requirements that are applicable to the State and Local Fiscal Recovery Funds (SLFRF) program as part of the American Rescue Plan Act (ARPA).

As described in this document a “recipient” is a recipient of an APRA funded grant award from Business Oregon.

The SLFRF awards are generally subject to the requirements set forth in the [The Office of Management and Budget's \(OMB\) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) (commonly called "Uniform Guidance"). The “Uniform Guidance” is the set of federal rules (administrative requirements, cost principles, and audit guidelines) that apply to federal money. This includes requirements such as the treatment of eligible uses of funds, procurement, and reporting requirements. [Please see the SLFRF Compliance and Reporting Guidance page 12 for full Award terms and conditions.](#)

It is the recipient’s responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water and sewer infrastructure projects.

Contract Clause Checklist

Directions:

[Appendix II of 2 CFR 200 \(The Uniform Guidance\)](#) outlines the contract provisions that you must place in contracts with your contractors, and in contracts with subrecipients (if any). The checklist below contains these standard clauses for inclusion in contracts needed to utilize ARPA funds.

Clauses for All Contracts:

Creating a contract that complies with ARPA requirements must include the below sections as verbatim:

- Contractor must be registered in SAM.gov.** - The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and

maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov

Whistleblower - Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

Inspections; Information - Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:

- Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Equal Opportunity - Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Copeland "Anti-Kickback" Act - Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), 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 1989 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.

Prohibition on purchasing telecommunications or surveillance equipment, services, or systems. As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or

renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services 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). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

Preference to United States made goods. - As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “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.

(2) “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.

Additional Clauses for Contracts Over \$10,000:

Creating a contract over \$10,000 that complies with ARPA requirements must include the additional below sections as verbatim:

Procurement of recovered materials over \$10,000. - The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Termination for cause and for convenience - Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.

The Contract Owner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Contract Owner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

Additional Clauses for Contracts Over \$100,000:

Creating a contract over \$100,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Certification form located in Appendix I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Note: Only include for contracts that involve the employment of mechanics or laborers. The Contract Work Hours and Safety Standards Act requires all contractors—prime and sub—to pay laborers and mechanics performing on a federal service contract and federal and federally assisted construction contract over \$100,000, 1.5 times their basic rate of pay for all hours worked over 40 in a workweek. Employers are liable to employees for these unpaid wages. The failure of a contractor to comply with this Act may also result in liability under the False Claims Act. Employees who are due unpaid wages under the Contract Work Hours and Safety Standards Act may file a complaint with the Wage and Hour Division within the U.S. Department of Labor. The DOL may then enforce the provisions of the Act against violators.

Additional Clauses for Contracts Over \$150,000:

Creating a contract over \$150,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Additional Clauses for Contracts Over \$250,000 (the simplified acquisition threshold as of 2022):

Creating a contract over \$250,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Upon any breach of this Agreement by Contractor, the Contract Owner shall have all remedies available to it both in equity and/or at law.

Appendix I

Certification Regarding Lobbying (Awards to Contractors and Subcontractors in Excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, 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 any 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____
Title: _____
Date: _____