

LEWIS AND CLARK COUNTY

Public Works Department

REQUEST FOR PROPOSALS Custer/Henderson Roundabout

Lewis and Clark County is soliciting proposals to hire a consultant to provide professional engineering services needed for the Custer/Henderson Roundabout Project. The details of agreements and payment terms will be negotiated with the selected consultant.

The County will review proposals according to the criteria contained within this request. Consultants will be ranked by a selection committee. Up to three consultants will then be scheduled for interviews with the selection committee.

Unsuccessful consultants will be notified as soon as possible. Proposals that are deemed incomplete by the selection committee will not be processed.

I. SCOPE

The project scope is to design the modification of the Custer/Henderson intersection into a roundabout in anticipation of the future project to widen Custer Avenue. The deliverable will be a full Plans, Specifications, and Estimate (PS&E) package compliant with county and City of Helena standards. Services will include the evaluation and design of roadway geometrics; congruency with a widened Custer Avenue; geotechnical evaluation; urban stormwater management; environmental permitting; signage; roadside safety features; pedestrian crossings; and connectivity to the Henderson Street, Fairgrounds, and Ryan fields.

Funding for this project is through the American Recovery and Reinvestment Act (ARPA). Please see the attached ARPA terms and conditions attached to this RFP. The County anticipates two phases in the contract. Phase 1 to include preliminary engineering that will consist of a corridor survey, evaluate alignment and grade, determine right-of-way adequacy, evaluate hydrology and existing drainage, evaluate existing geotechnical conditions, and evaluate roadside safety features. Phase 2 would include a 50 percent design review meeting, a 95 percent design review meeting, and delivering the final PS&E package. A third phase for bidding assistance and construction engineering may be negotiated if construction funding is secured.

The contract will be awarded as a master professional services contract with phases one and two awarded under the first task order. Phase three will be authorized as a separate task order if construction funding is secured.

II. PROPOSAL SUBMITTAL CONTENT AND EVALUATION:

Offerors will submit five copies of their proposals to the Lewis and Clark County Public Works Department. The Proposal shall be limited to ten single-sided pages with 12 point font. Cover letter, corporate brochures, and personnel resumes will be excluded from the Proposal page limit. Resumes will be subject to the limits stated below in section II.B. The Firm's legal name, point of contact, address, telephone number and federal tax ID # shall be included in the cover letter.

The factors listed below will be considered in the evaluation of the Offerors' Proposal. The Proposal should give clear, concise information in sufficient detail to allow evaluation based on these factors. Although some of the factors listed below will be weighted more heavily than others, all factors are considered necessary for evaluation of technical acceptability and competence. An Offeror must, therefore, be technically acceptable in all areas to be eligible for award of a contract. Based upon the initial evaluation, Offerors considered technically acceptable may be invited to make an oral presentation to the County prior to selection of an Offeror for award. The Proposal shall include the following information:

A. Related Experience and Technical Competence (30 Points)

The County is looking for a firm with a proven track record of successfully completing projects of similar size and scope. Consultant demonstrates recent experience (within five years) with road survey, geometric design, geotechnical evaluation, roadside safety design, urban stormwater management, pedestrian crossing, and road reconstruction. The breadth and depth of the Consultants' experience in the performance of comparable projects will be evaluated.

B. Qualifications and Certifications (25 Points)

Provide the qualifications of staff tasked with this work, including sub-consultants. Limit individual resumes to one double-sided page and include in an appendix to the proposal. Identify the point-of-contact for each of the services if different.

C. Ability to Meet Budget and Schedule (15 Points)

Provide information demonstrating the offeror's ability to meet an individual project timeline and budget of projects if similar size and scope to this project by provide information on the total construction cost, budgeted cost vs. actual cost, and contact information of a local official knowledgeable regarding the firm's performance.

D. Recent and Current Work for Lewis and Clark County or Other Local Government (10 Points)

Recent work and client satisfaction will factor into the evaluation process. This section should provide a list, including contact information, of projects completed with Lewis and Clark County and other local government clients in Montana.

E. Quality of Submittal (10 Points)

Legibility, clarity, grammar, accurate spelling and completeness of the proposals will be evaluated. Unnecessary elaborate proposals beyond that which is sufficient to present a complete and responsive proposal are not desired and may be construed as an indication of the Consultants' lack of cost consciousness as well as a disregard for the County's review time. Elaborate artwork and expensive paper, expensive visual or other presentations are neither necessary nor desired. Visual appearance of the proposal will not contribute toward the evaluation of the submission.

F. Interview (10)

The purpose of the interview is to ensure a full understanding of the Proposal responses and to introduce key staff that will be tasked with this work. Interviews will be limited to 45 minutes.

All costs associated with the preparation of these proposals and any subsequent presentations are borne by the consultant. All proposals, reports, information, data, and other materials prepared by the consultant pursuant to this request are the property of the County which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the Offeror for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the consultant. No material produced in whole or in part under this request may be copyrighted or patented in the United States or in any other country without the prior written approval of the County.

Before submitting a Proposal, consultant shall carefully read all sections of this Request for Proposal and shall fully inform themselves as to the existing conditions and limitations, which may impact their ability to perform. Consultants may submit questions via email to Audra Zacherl, Assistant Public Works Director at azacherl@lccountymt.gov until 5:00 p.m. on February 9, 2024. Questions will be answered by email to all firms by 5:00 p.m. February 16, 2024. Firms interested in submitting a proposal should notify Ms. Zacherl of their interest to ensure all clarifications reach them. Any questions received after the exact time specified for receipt will not be answered.

The Proposal must be submitted by 4:00 p.m. (Mountain Time) on Wednesday, February 28, 2024, The proposal must be in a sealed envelope, and marked on the outside of the envelope "Proposal for Custer/Henderson Roundabout". Submit five complete proposals to:

Lewis and Clark County Public Works Department
3402 Cooney Drive
Helena, MT 59602

The County will review each proposal and reserves the right to accept or reject any or all proposals, wholly or in part, in a manner deemed in the best interest of the County. The County will follow up with each Offeror after the proposals have been ranked and may request an interview to make a final determination of which Offeror will be selected.

III. SELECTION FOR AWARD

Any proposal which does not comply with the requirements of this Request for Proposal may be considered non-conforming and ineligible for consideration. Failure to submit the required information will be cause for finding a proposal to be non-conforming.

Questions may be directed to:

Audra Zacherl, Assistant Public Works Director
Lewis and Clark County Public Works Department
3402 Cooney Drive, Helena, MT 59602
azacherl@lccountymt.gov.

IV. TIMELINE FOR REVIEW AND SELECTION

Advertising Dates: January 20 & February 3, 2024
Questions Due: February 9, 2024
Answers/Responses Returned: February 16, 2024
Proposal Due Date: February 28, 2024
RFP Review Date: March 13, 2024
Interview Date: March 27, 2024

Standard Terms and Conditions

By submitting a response to this Request for Proposal, the offeror agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. Authority

This Request for Proposals (RFP) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFP process is a procurement option which allows the award to be based on evaluation criteria. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFP will be used. Lewis and Clark County (herein, the "County") reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the County.

2. Competition

Lewis and Clark County encourages free and open competition among offerors to obtain quality, cost-effective services and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County's needs and accomplishment of a sound economical operation.

Prior to the award of a contract, proposals may be held by Lewis and Clark County for a period not to exceed 90 days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the offerors.

3. Public Inspection of Proposals

All information received in response to this RFP, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the notice of intent to award is posted.

The public will not be able to view bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. The purchasing officer will remove any such trade secrets from the RFP prior to public viewing.

4. Bona Fide Trade Secrets

Confidential information meeting the requirements of Title 30, Chapter 14, Part 4, MCA will be available for review only by the purchasing officer, the evaluation committee members, and limited other designees. Before the RFP is made available to the public, the purchasing officer will remove the confidential information if the following conditions are met:

- Confidential information is clearly marked and separated from the rest of the proposal;
- No confidential material is contained in the cost section; and
- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the proposal.

The offeror shall pay all legal costs and fees associated with defending a claim for confidentiality if a “right to know” request is received from another party.

In order for an offeror to request that material be kept confidential, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the offeror’s attorney acknowledging that material included in a proposal is open to public inspection except for information that meets the provisions of Montana’s Uniform Trade Secrets Act.

5. Classification of Proposals as Responsive or Non-responsive

All proposals will be classified as either “responsive” or “non-responsive.” A proposal is considered “responsive” if it conforms in all material respects to the requirements of the RFP. A proposal may be found non-responsive if:

- Required information is not provided;
- The proposal does not conform to the specifications described and required in the RFP.

If a proposal is found to be non-responsive, it will receive no further consideration.

6. Determination of Offeror Responsibility

The purchasing officer and/or the selection committee will decide whether an offeror has met the standards of responsibility based on the requirements of the RFP. Factors used to determine the responsibility may include whether the offeror has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

An offeror may be deemed “non-responsible” at any time during the procurement process if information surfaces to support such a determination.

7. Evaluation of Proposals and Offeror Interviews/Product Demonstration

The remaining proposals will be scored according to the evaluation criteria stated herein. The selection committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole responsibility of the offeror.

8. Offeror Selection and Contract Execution

After an evaluation of the offeror interviews and/or product demonstrations, the selection committee will recommend a contract award. If the offeror does not accept all material terms of the County contract, the County may move to next ranked offeror or cancel the RFP. The work described in the RFP may begin only after the contract is signed by all parties.

9. County's Rights Reserved

Submission of a proposal confers no rights upon any vendor and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional proposals at a later date.

The RFP in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

10. Nondiscrimination

In accordance with federal and state laws, the offeror agrees not to discriminate against any client, employee, or applicant for employment of for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- Employment upgrading;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Lay-offs or terminations;
- Rates of pay or other forms of compensation;
- Selection for training; or
- Rendition of services.

Offerors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Offerors and the awardee and any of the offerors' and the awardee's subgrantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English

Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

11. Cone of Silence

A cone of silence shall be established on all Lewis and Clark County competitive selection processes. The cone of silence prohibits any communication regarding a competitive solicitation between any bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any Elected Official or County employee, selection committee member, or other persons authorized to act on behalf of the County.

The cone of silence shall be in effect from the time of advertisement until contract award. Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications at any public proceeding or meeting.

The cone of silence shall terminate when the Board or a County employee authorized to act on behalf of the Board awards or approves the Contract, rejects all Bids or responses, or otherwise takes action to end the selection process.

12. Protest Procedure

An offeror aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County purchasing policy.

American Rescue Plan Act Terms and Conditions

Funding for this project is through federal assistance provided to Lewis and Clark County by the U.S. Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions will apply to the awarded CONSULTANT, as a Consultant of Lewis and Clark County, according to the County’s Award Terms and Conditions signed on June 15, 2021; by ARPA and its implementing regulations; and as established by the U.S. Department of Treasury.

1. **Equal Opportunity.** CONSULTANT shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. **Minority and Women Business Enterprises.** CONSULTANT hereby agrees to comply with the following *when applicable*: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, CONSULTANT hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
 - a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
 - b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
 - e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
 - f. If any subcontracts are to be let, requiring the prime Consultant to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. **Suspension and Debarment.** The work to be performed under this RFP is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, CONSULTANT is required to verify that none of CONSULTANT's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

CONSULTANT agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. If it is later determined that CONSULTANT did not comply with these requirements, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended***. CONSULTANT certifies 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. CONSULTANT shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

*Contracts over \$100,000 - CONSULTANT must sign the certification on the last page of this exhibit.

5. **Access to Records.** CONSULTANT agrees to provide the Lewis and Clark County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.

CONSULTANT agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable implementing regulations.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333).** (Applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each Consultant shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. **Clean Air Act & Federal Water Pollution Control Act. (applies to contracts of more than \$150,000.)** CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

CONSULTANT must report any violations as required to Lewis and Clark County, the Federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE).** CONSULTANT is prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. 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).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. 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.

10. **Procurement of Recovered Materials:** (applies only if the work involves the use of materials). In the performance of this contract, CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

CONSULTANT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP4035 awarded to Lewis and Clark County by the U.S. Department of the Treasury.”
12. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONSULTANT is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONSULTANT is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. **Title VI of the Civil Rights Act of 1964 – Protections to persons with Limited English Proficiency.** CONSULTANT and any of CONSULTANT’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

- This form is required only for purchases or contracts of more than \$100,000 -

**31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION
REGARDING LOBBYING**

The undersigned certifies, to the best of their 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 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 Consultants 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.

CONSULTANT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONSULTANT understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of CONSULTANT's
authorized official

Date: _____

(Print name of person signing above)

(Print title of person signing above)

End of this Request for Proposal