

The Procurement Division of Knox County, Tennessee will receive sealed Request for Qualifications (RFQ) for **Architectural and Engineering Services** as specified herein. Qualifications must be received by **2:00 p.m.** on **December 7, 2023**. Late submittals will neither be considered nor returned.

**Deliver Qualifications To:**

**Solicitation Number 3492**  
**Knox County Procurement Division**  
**Suite 100**  
**1000 North Central Street**  
**Knoxville, Tennessee 37917**

**The Envelope must show the Company Name, Solicitation Name, Solicitation Number & Closing Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

**1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPPO, CPPB, Supervisor of Property Development and Asset Management, at 865.215-5765. Questions may be emailed to [ben.sharbel@knoxcounty.org](mailto:ben.sharbel@knoxcounty.org) . Information about the Knox County Procurement Division may be obtained on the internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).

**1.2 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

**Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

**1.3 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing the goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Business Outreach Administrator  
Knox County Procurement  
Telephone: 865.215.5760  
Fax: 865.215.5778  
E-Mail: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

**1.4 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

**1.5 CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the closing of this solicitation.

- 1.6 **COPIES:** Knox County **requires** that Qualifications being submitted be one (1) marked original and one (1) exact copy. An electronic copy on CD/flash-drive, in one complete file, is also required.
- 1.7 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the RFQ being deemed non-responsive and disqualified.
- 1.8 **ELECTRONICALLY SUBMIT RESPONSE:** Due to the nature of this solicitation, Knox County's Procurement Division **will not** accept electronically transmitted responses through the County's Online Procurement System. Submission by facsimile or email is strictly prohibited.
- 1.9 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any respondent in the preparation and submission of its RFQ in response to this solicitation, nor for the presentation of its qualifications and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.
- 1.10 **NO CONTACT POLICY:** After the date and time the firm receives this solicitation, any contact initiated by any firm with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the firm from this process. If the firm is found in violation of this section for any reason, it could result in debarment from Knox County's bidders' list for twenty-four (24) months.
- 1.11 **NON-COLLUSION:** Vendors, by submitting a signed solicitation, certify that the accompanying submittal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.12 **QUALIFICATIONS DELIVERY:** Knox County requires vendors, when hand delivering Qualifications, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time.
- Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.13 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that LOIs be submitted on paper and shall:
- Be submitted on recycled paper
  - Not include pages of unnecessary advertising
  - Be made on both sides of each sheet of paper
- 1.14 **SIGNING OF SUBMITTALS:** **In order to be considered all Submittals must be signed. Please sign the original in blue ink.** By signing the response document, the respondent acknowledges and accepts the term and conditions stated in the Qualifications document. It is suggested that mailed Qualifications be sent by certified or registered mail with return receipt requested or Qualifications sent via common carrier include tracking and delivery confirmation.
- 1.15 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.16 **VENDOR REGISTRATION:** Prior to the closing of this solicitation, **ALL INTERESTED FIRMS MUST** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, a vendor application must be completed and submitted via email to [lindsay.stout@knoxcounty.org](mailto:lindsay.stout@knoxcounty.org). Vendors must be registered with the Procurement Division **prior** to submitting their bid.
- 1.17 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II SCOPE OF WORK

- 2.1 SCOPE OF PROJECT:** Knox County, an Equal Opportunity/Affirmative Action Employer, and Knox County Schools seeks to retain the services of a professional architectural firm to provide design services for the following project:

**Provision of Secure Entry Vestibules:** The scope of work for this project is to provide full architectural/engineering services from schematic design through construction administration for the provision of secure entry vestibules within existing Knox County Schools facilities. The facilities scheduled to receive vestibules will come from a prioritized list developed by the Owner. The Owner intends to complete as many as thirty-five (35) facilities, depending on availability of funds.

The full scope of each project shall be determined through programming with the Owner and managed individually. The work required for each individual project shall include full architectural/engineering services from programming/schematic design through construction administration. Architectural/design services for these projects must be a separate firm from the firm bidding on the construction. Funding for this project (design and construction) is part of the Owners' approved ESSER 3.0 application.

- 2.2 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful firm agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any costs arising from them.

- 2.3 CONTRACT EXECUTION:** It is the intent of Knox County Schools to enter into a contract with the highest evaluated respondent. The contract will be negotiated using AIA Document B101 – 2017 "Standard Form of Agreement between Owner and Architect" (or the latest edition) with Owner required modifications (See Attachment A). As the contract will entail work on several KCS campuses, the total, not-to-exceed compensation shall be established as a lump sum using the Basic Services Fee Formula of  $35/\log P - 1.15 \times 1.25$  (renovation factor) where P = the anticipated maximum amount of funding for all projects (approximately \$4,000,000). As the scope of each individual project is more fully defined, the architect shall be required to provide a letter to the Owner with a "not-to-exceed" fee for that particular portion of the work that is acceptable to the Owner. The total number of facilities addressed and the total amount of expenditures for design/construction shall be governed by total amount of the approved ESSER 3.0 funding provided. Final execution of the contract will be subject to review and approval of the Knox County Law Department, Knox County Board of Education and Knox County Commission.

- 2.4 EVALUATION:** Knox County will evaluate the submitted qualifications and make a determination of the firm with which negotiations will ensue. **The factors that will be considered in the evaluation of Qualifications and their relative allowed points are stated in Section III below.**

Knox County reserves the right to use all pertinent information (including information learned from sources other than disclosed in the RFQ process) that might affect the County's judgment as to the appropriateness of a qualified vendor. This information may be appended to the evaluation process results. Information on a service provider from reliable sources, and not within the service provider's submittal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the submittals have been reviewed. The purpose of such discussions/interviews is to provide clarification and/or additional information, which is in the best interest of Knox County.

Upon request, respondents must be willing to furnish evidence, satisfactory to the Owner, of the solvency of the firm and their ability to provide the services in accordance with the terms and conditions of this Request for Qualifications and the design contract. The Owner will make the final determination as to the firm's ability.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed, or national origin. Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible submittals. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria listed in Section III, per submission.

- 2.5 GRANT FUNDING:** The services being procured under this solicitation are being funded by Federal Grant money. All awarded vendors will be required to adhere to Attachment B of this solicitation in the performance of the Contract.

- 2.6 NEGOTIATIONS:** Knox County reserves the right to enter into Contract negotiations with the highest-rated vendor. If Knox County and the selected vendor cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated vendor. This process will continue until a Contract has been executed or all submittals have been rejected. No vendor shall have any rights against Knox County arising from such negotiations.
- 2.7 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 2.8 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 2.9 QUALIFICATION FORMAT:** This solicitation is in the Request for Qualifications (RFQ) format. At the specified date and time, each participating vendor's name will be publicly read aloud. No further information will be given at that time. Evaluation of the qualifications will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given. Upon the Contract being fully executed, all submissions will be made public and open for viewing. Interested individuals may call the Procurement Division to schedule a time to review the submissions.
- 2.10 REJECTION OF QUALIFICATIONS:** Knox County reserves the right to reject any and all qualifications received as a result of this request and to waive any informality, technical, defect or clerical error in any submittal, as the interests of the County may require. Non-acceptance of any submittal will be devoid of any criticism of the submittal and of any implication that the submittal is deficient in any manner. Non-acceptance of any submittal shall be construed as meaning simply that the County does not deem the submittal to be acceptable or that another submittal was deemed to be more advantageous to Knox County for the qualifications submitted.
- 2.11 SUBMIT QUESTIONS:** Prospective firms may submit questions concerning this solicitation until **November 27, 2023 @ 4:30 p.m. local time.** Submit questions as noted in Section 1.1.

### **SECTION III RFQ FORMAT**

**Vendors shall use the following format for the preparation and submission of their qualifications. Failure to follow this format may be just cause for rejection of submittals. Cost of preparation of qualifications is the sole responsibility of the vendor. Knox County requires that qualifications being submitted be one (1) marked original and one (1) exact copy. An electronic copy in a single .pdf file on a CD/DVD or flash drive is also required.**

#### **Part I SIGNED LETTER AUTHORIZING SUBMISSION OF THE QUALIFICATIONS**

#### **Part II VENDOR INFORMATION**

- Company Name, Address, and telephone number
- Contact name(s) and telephone number(s)
- Contact e-mail address (required)
- Firm's website address
- Firm's Vendor Number as assigned by the Knox County Procurement Division
- Firm's Knox County Business License (if applicable)
- Firm's Employer Identification Number (EIN)
- Firm's form of business (sole proprietor, corporation, nonprofit, etc.)
- List any mergers, acquisitions, or sales of the firm within the last five (5) years and if so, provide relevant details.
- Provide a list of current projects on which the firm is committed and what services are being provided.
- Copies of all licenses, permits and professional certifications for company and employees
- Acknowledgment of Addenda (if applicable)

#### **Part III QUALIFICATIONS AND EXPERIENCE**

- Provide a description of the firm's credentials to deliver the services needed for this project. Provide an overview of the firm's expertise with projects of similar type, complexity and scope. Designer Qualifications that are submitted as a joint venture will be evaluated on the combined past experience. **(Maximum Score: 20 points)**

- Provide the resumes of key personnel who shall be assigned by the firm and key personnel of consultants to be used in this project addressing the qualifications of the proposed team members with particular emphasis on demonstrated knowledge and experience in renovations. The resumes shall detail each individual's title, years with the firm, education, licensing, professional credentials, current position with the firm or consultant, and similar project experience.  
**(Maximum Score: 20 Points)**
- Provide information on up to five (5) projects of similar type, scope, and complexity (especially educational occupancy and federally funded projects) that have been completed within the last five (5) years. The information for each project shall include specific details on the extent of services provided, the key personnel for the project (and consultants) and conformance with the owners schedule. Photographs showing each of the five (5) projects are encouraged. Include a reference (owner representative) for each project including contact name, telephone number, and email address.  
**(Maximum Score: 15 points)**
- Provide a matrix showing the relationship between the projects and the key personnel.  
**(Maximum Score: 10 points)**

#### **Part IV**

#### **TECHNICAL SERVICES**

- Describe the firm's proposed approach for this project. Identify unique capabilities that the firm brings to these projects. Explain how the firm will address the various elements (e.g.: documentation of existing conditions, program verification, planning, design, architectural and engineering, contract documents, specifications, accessibility, data/AV services, cost estimating, value engineering) that will be needed to complete this project. Explain similar recent experience in communicating with clients regarding design, design alternatives, finish selections, value engineering options, etc. Explain how the firm will approach the overall design and materials/components selection process including review of previously constructed projects.  
**(Maximum Score: 20 points)**
- Provide an organizational chart for this project illustrating lines of authority and specific staff proposed for this project. The chart shall include the key personnel (firm and consultants) with their responsibility/duties identified in detail.  
**(Maximum Score: 10 points)**
- Provide a preliminary schedule for this project identifying the time appropriate for each phase/task. Demonstrate the firm's approach to meeting the target schedule. Provide examples of experience in enabling Owners to meet aggressive project completion schedules.  
**(Maximum Score: 5 points)**

#### **Part V**

#### **LITIGATION, BANKRUPTCY, AND CONFLICT OF INTEREST**

- Describe any current litigation with which the firm is currently involved and list any litigation the firm has been involved with the past five (5) years.
- Describe any bankruptcy or insolvency proceedings within the last ten (10) years.
- Describe any potential conflicts of interest of the firm, its consultants, or any individual who shall perform work under the contract (e.g., employment by Knox County) and, if so, the nature of that conflict.

**Failure to submit any of the above information or any other information requested in this Request for Qualifications may result in the response being disqualified.**

## **ATTACHMENT 'A' (page 1 of 2)**

- 12.1 Add the following to Paragraph 3.6.6.5, Architect's Responsibilities: Architect's responsibility terminates after the one-year warranty inspection.
- 12.2 The Architect shall make job site visits during all phases of the construction to verify general conformity of the work with the Contract Documents. Unless otherwise scheduled, the Architect shall make job site visits not less than every two weeks. Architect's consultants shall make job site visits during critical phases of construction. Job site visits shall be made by a qualified employee of the Architect and its consultants, as approved by the Owner. A written report, including photos, shall be submitted to the Owner after each job site visit informing the Owner of the progress and quality of the work observed.
- 12.3 Article 4, Additional Services: There shall be no supplemental or additional services unless there has been prior approval to a written request.
- 12.4 Add Paragraph 6.1.1 to read: The Construction Cost will be established based on reviews and recommendations at each project phase by Design staff and Knox County Schools personnel.
- 12.5 Refer to Article 7: All documents, electronic data, and electronic media copies prepared by the Architect for this project shall be furnished to the Owner, in electronic format, provided the Owner has paid the Architect for its services in accordance with this agreement. The Architect shall be permitted to retain copies of the documents for file and reference. The documents may be used by the Owner or by others, except that the Owner may not use the documents for another project without the express written consent of the Architect.
- 12.6 Under Article 8: Delete anything pertaining to Arbitration.
- 12.7 Paragraph 10.1: Change to read, "Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Owner."
- 12.8 Refer to Article 11, Compensation: All expenses charged by the Architect must be represented in writing by the Architect and have prior approval by the Owner.
- 12.9 Paragraph 11.8.1.1: The Architect shall not receive reimbursement for the expense of travel and communications between the office of the Architect and the job site or within Knox County in connection with the project.
- 12.10 The Architect shall prepare cost estimates and shall endeavor to design the project within the budgeted Maximum Allowable Construction Cost. In the event that the lowest bona fide base bid(s) exceed(s) the budgeted Maximum Allowable Construction Cost, the Architect agrees to revise the Contract Documents, if requested by the Owner, to adjust the Construction Cost to the budgeted Maximum Allowable Construction Cost at no additional cost to the Owner for the changes to the Contract Documents. The Owner agrees to cooperate with the Architect and to permit reasonable and necessary changes and deductions in the scope of the work to adjust the Construction Cost.

## **ATTACHMENT 'A' (page 2 of 2)**

- 12.11 All Contract Documents provided by the Architect shall conform to the code requirements of the State and Knox County Fire Marshals, Knox County Health Department, Safety Code for Elevators and Escalators, International Building Code, NFPA Life Safety Code, and other applicable codes and all authorities having jurisdiction at the time that bids are received for the project.
- 12.12 The Architect and its consultants shall not knowingly design or specify the use of any asbestos-containing building materials in connection with the project.
- 12.13 Correction of omissions and errors in the Contract Documents shall be the responsibility of the Architect, not the Owner.
- 12.14 Upon completion of the project, the designer shall furnish corrected Record Drawings showing the project as finally constructed and shall deliver to the Owner the Record Drawings in electronic format. Record Drawings shall reflect all changes generated by addenda, field changes, change orders, and construction directives, and shall reflect all changes shown on as-built prints marked up by the Contractor and subcontractors, and include any additional changes observed by the Architect, Contractor, or subcontractor.
- 12.15 For Basic Services, as described in Article 2, and any other services included in Article 12 as a part of Basic Services, basic compensation shall be a guaranteed maximum fee as stipulated above. Prior to the Architect proceeding with the design phases of the project, the scope definition and direction, including budget parameters associated with the maximum allowable construction cost, design fee and compensation method shall be agreed upon and approved by the Owner's written authorization and notice to proceed.
- 12.16 Professional Liability Insurance: The Architect shall provide and maintain Professional Liability Insurance in a minimum amount of \$1,000,000 for each occurrence and \$2,000,000 aggregate. Evidence of such insurance shall be provided to the Owner prior to commencement of the work described above.

**END OF ATTACHMENT 'A'**

**ATTACHMENT B  
GENERAL FEDERAL FUNDING REQUIREMENTS  
KNOX COUNTY PROCUREMENT DIVISION  
RFQ NUMBER 3492**

**Equal Employment Opportunity**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



### **Clean Air Act and Federal Water Pollution Control Act**

Contractors and subcontractors will 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 will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

### **Debarment and Suspension**

A contract award will not be made to a party listed on the governmentwide exclusions in the System for Award Management (SAM).

### **Lobbying**

The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.
- b. If any funds other than federally 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

### **Procurement of recovered materials.**

Contractors 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.

### **Preferences for Products Produced or Manufactured in the U.S.**

(a) This contract award prefers 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).

(b) 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.

## Davis-Bacon and Related Acts

Work under this Contract will be subject to the Davis-Bacon and related Acts (DBRA) requirements. Contractors and subcontractors performing on this contract shall pay laborers and mechanics employed on the project jobsite not less than the prevailing wage rates (including fringe benefits) shown below. Contractors and subcontractors must pay laborers and mechanics weekly and submit weekly certified payroll records to CMCSS.

Employers performing work on this project must post the WH-1321 "Employee Rights Under the Davis-Bacon Act" poster at the site of the work in a prominent and accessible place where it may be easily seen by workers. The applicable wage determination must be similarly posted.

Under the DBRA, covered contractors must maintain payroll and basic records for all covered laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and social security number of each worker
- Each worker's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid
- Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

Each covered contractor and subcontractor must, on a weekly basis, provide the contracting agency a copy of all payrolls providing the information listed above under "Recordkeeping" for the preceding weekly payroll period, except that that full social security numbers and home addresses shall not be included on weekly transmittals, and instead the payrolls only need to include an individually identifying number for each worker (e.g., the last four digits of the worker's social security number). Each payroll submitted must be accompanied by a "Statement of Compliance" using page 2 of [Form WH-347 Payroll \(For Contractors Optional Use\)](#), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the contractor or subcontractor, or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and delivered to a representative of CMCSS. This must be submitted within seven days after the regular pay date for the pay period.

Contractors or subcontractors found to have disregarded their obligations to employees under the Davis-Bacon Act, or found to be "in aggravated or willful violation" of any of the related Acts, may be subject to federal debarment from future contracts for up to three years. In addition, contract payments may be withheld in sufficient amounts to satisfy liabilities for unpaid wages and for liquidated damages that result from overtime violations of the Contract Work Hours and Safety Standards Act (CWHSSA). Breach of the required contract clauses under the DBRA and CWHSSA may also be grounds for termination of the contract.

Contractors and subcontractors may challenge the Wage and Hour Division's determinations of violations and debarment before an Administrative Law Judge. Contractors and subcontractors may appeal decisions by Administrative Law Judges to the Department's Administrative Review Board (ARB). ARB determinations on violations may be appealed to and are enforceable through the federal courts.

Falsification of the required certified payroll records or any kickback of wages may subject a contractor or subcontractor to civil or criminal prosecution, the penalty for which may be fines and/or imprisonment.

The Copeland "Anti-Kickback" Act prohibits contractors from inducing any person employed in DBRA-covered construction to give up any part of the compensation to which he or she is entitled, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA-covered work. Implementing regulations govern allowable payroll deductions.

The Department of Labor provides employers, workers, and others with clear and easy-to-access information and assistance on how to comply with the DBRA, such as the DOL Prevailing Wage Resource Book and the [DBRA Forms page](#). Other compliance assistance related to the DBRA is available on the [Davis-Bacon and Related Acts \(DBRA\) Web Page](#).