

**City of Fond du Lac  
REQUEST FOR BIDS  
Bid No. 2024-083**

Sealed bids will be received by the Deputy Procurement Officer, 4<sup>th</sup> Floor, 160 S Macy St., Fond du Lac, WI 54935 until 2:30 P.M. CST, Wednesday, June 19<sup>th</sup>, 2024, for the Train Depot Fire Protection System.

**BID INFORMATION**

Complete digital project bidding documents are available at [www.demandstar.com](http://www.demandstar.com).

All bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

**BID OPENING**

The original bid must be submitted to the Deputy Procurement Officer.

All bids must be submitted in paper to the Deputy Procurement Officer, 4<sup>th</sup> floor, 160 S Macy St., Fond du Lac, WI 54935 no later than 2:30 P.M. CST, Wednesday, June 19<sup>th</sup>, 2024 and must be clearly marked:

**BID FOR TRAIN DEPOT FIRE PROTECTION SYSTEM, NO. 2024-083**

At the appointed time and in the advertised location, bids will be publicly opened and read aloud. Bids received after the time set for the opening will be returned to the bidder unopened. A bid tabulation will be prepared containing the name of each bidder and the price(s) proposed.

Only firm bids will be accepted and the City reserves the right to reject any or all bids or waive an irregularities and informalities in the bids submitted and accepted by the City. No bidder may withdraw his bid after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City further reserves the right to make awards to the responsible bidder whose bid is determined to be the most advantageous to the City of Fond du Lac.

Cameron Fails,

Deputy Procurement Officer

**LEGAL ADVERTISEMENT**

ADVERTISEMENT FOR BIDS  
TRAIN DEPOT FIRE PROTECTION SYSTEM  
CITY OF FOND DU LAC, WISCONSIN  
File No. 2024-083

NOTICE IS HEREBY GIVEN that sealed bids will be received in the City Administrative Office at the City/County Government Center (CCGC), 160 South Macy Street, P.O. Box 150, Fond du Lac, Wisconsin, until 2:30 P.M. CST, Wednesday, June 19<sup>th</sup>, 2024 at which time bids will be publicly opened and read aloud in the City Manager's Conference Room, 4<sup>th</sup> Floor of the CCGC. The project quantities includes but are not limited to the following described approximate quantities of work:

SCOPE OF WORK

- The installation of a Fire Protection System as required.

Complete electronic bidding documents are available at [www.demandstar.com](http://www.demandstar.com).

All bids shall be prepared on the bid forms provided in the specifications and shall remain attached thereto, and shall be addressed to City of Fond du Lac, P.O. Box 150, Fond du Lac, Wisconsin. Bids may not be delivered by facsimile transmission or other telecommunication or electronic means. Each bid envelope shall be properly identified on the face thereof "BID FOR TRAIN DEPOT FIRE PROTECTION SYSTEM, NO. 2024-083". No bid shall be withdrawn for a period of (60) sixty days after the opening of said bids, without the consent of the Deputy Procurement Officer. The City of Fond du Lac may reject any or all bids on any basis and without disclosure of any reason. The failure to make a disclosure shall not result in accrual of any right, claim or cause of action against the City. The City also reserves the right to waive any formalities or informalities in proposing and to select the bid that, in its opinion, will best serve the interests of the City.

No bid will be opened unless the "Bidder's Proof of Responsibility" for 2024 is filed and approved at least (5) five days before the scheduled time for opening of bids. Reference is made to Section 66.0901(2) & (3) Wisconsin Statutes. The Director of Public Works decision as to qualifications shall be final.

Published by authority of the City of Fond du Lac on May 29<sup>th</sup> and June 5<sup>th</sup>.

## **INTRODUCTION**

Sealed bids will be received by the Deputy Procurement Officer, 4<sup>th</sup> Floor, 160 S. Macy St., Fond du Lac, WI 54935 until 2:30 P.M. CST, Wednesday, June 19<sup>th</sup>, 2024, for the Train Depot Fire Protection System.

### **General Information**

The City of Fond du Lac is seeking bids from qualified vendors to install a Fire Protection System at the Train Station located at 105 S. Brooke St., Fond du Lac, WI 54935.

### **Scope**

Vendors should review the drawings and schedule a walkthrough appointment to develop an appropriate scope for the project.

### **Pre-Bid Inquiries**

The appointment window is from June 4<sup>th</sup> to June 11<sup>th</sup>. To schedule an appointment, please email Pat Mildebrandt at [pmildebrandt@fdl.wi.gov](mailto:pmildebrandt@fdl.wi.gov)

Inquiries regarding this Request for Bids will be accepted via E-mail only, addressed to Pat Mildebrandt at [pmildebrandt@fdl.wi.gov](mailto:pmildebrandt@fdl.wi.gov). Unauthorized contact regarding the RFB with other City of Fond du Lac employees or the property owner may result in disqualification. All inquiries must be received no later than 2:00 P.M. CST on Friday, June 14<sup>th</sup>, 2024.

### **Bid Certification**

The bidder must certify in writing that all bidder bid terms, including prices, will remain in effect for a minimum of 60 days after the Bid Due Date, that all proposed capabilities can be demonstrated by the bidder, and that the proposed hardware and system software is currently marketed and sold.

### **Term of Contract**

The length of this agreement will be dependent upon the proposed and agreed upon Schedule to complete the Scope of Work.

### **Bid Bond**

A 5% bid bond is required.

### **Performance Bond**

A 100% performance bond is required. The form is included with this packet for your reference.

### **Bid Response Date and Location**

The bidder's bid, in its entirety, must be received by the Deputy Procurement Officer not later than 2:30 P.M. CST, Wednesday, June 19<sup>th</sup>, 2024 in Fond du Lac, Wisconsin. Bids arriving after the deadline will be returned, unopened, to their senders. All bids and accompanying documentation will become the property of the City of Fond du Lac and may not be returned.

Bidders assume the risk of the method of dispatch chosen. The City of Fond du Lac assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual bid receipt. Late bids will not be accepted nor will additional time be granted to any bidder. Bids may not be delivered by facsimile transmission or other telecommunication or electronic means.

Controlled access screening will be mandatory for all bidders seeking access to the City County Government Building. Anyone visiting the building is to enter and exit the facilities through the main public entrance (North Entrance), 160 S Macy Street.

Screening will take place in the lobby of the building.

Allow sufficient time to get through the screening process if you are hand delivering your response. Proceed to the City Manager Conference Room the City Administration Center to have your bid time-stamped.

### **Multiple Bids**

Bidders interested in submitting more than one bid may do so, providing each bid stands alone and independently complies with the instructions, conditions, and specifications of the RFB.

### **Bid Presentation and Format Requirements**

Bids are to be prepared on standard 8-1/2" x 11" paper. Foldouts containing charges, spreadsheets, and oversized exhibits are permissible. Manuals and other reference documentation may be bound separately. All responses, as well as any reference material must be written in English.

The City will furnish bidders with bid forms which will state items, or aggregate totals for bid items. All papers bound with, or attached to, the bid form are considered a part thereof and must not be detached or altered when the bid is submitted. The plans, specifications, and other documents designated in the bid form will be considered a part of the bid whether attached or not.

### **Waiver of minor irregularities**

The City of Fond du Lac reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any bid.

### **Single Response**

A single response to the RFB may be deemed a failure of competition and in the best interest of the City of Fond du Lac, the RFB may be cancelled.

### **Bid Rejection**

The City of Fond du Lac reserves the right to reject any or all bids at any time without penalty.

### **Withdrawal of Bids**

Bidders may withdraw a bid which has been submitted at any time up to the bid closing date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Deputy Procurement Officer. After withdrawing a previously submitted bid, the bidder may submit another bid at any time up to the bid closing date and time.

### **Non-endorsement**

As a result of the selection of a bidder to supply products and/or services to the City of Fond du Lac, the City of Fond du Lac is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Fond du Lac in any literature, promotional material, brochures, sales presentations, or the like without the express written consent of the City of Fond du Lac.

**Proprietary Bid Material**

Any information contained in the bid that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a bidder's bid, the City of Fond du Lac will comply according to applicable state and federal Freedom of Information Act (FOIA) or Open Records Laws. If any information is marked as proprietary in the bid, such information will not be made available until the affected bidder has been given an opportunity to seek a court injunction against the requested disclosure.

**Response Property of City of Fond du Lac**

All materials submitted in response to this request become the property of the City of Fond du Lac. Selection or rejection of a response does not affect this right.

**No Obligation to Buy**

The City of Fond du Lac reserves the right to refrain from contracting with any bidder. The release of this RFB does not compel the City of Fond du Lac to purchase.

**Cost of Preparing Bids**

The City of Fond du Lac is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this RFB.

**Number of Bid Copies Required**

Bidders are to submit one (1) copy of the original bid.

**Errors in Bid**

The City of Fond du Lac will not be liable for any errors in bids. Bidders will not be allowed to alter bid documents after the deadline for bid submission.

The City of Fond du Lac reserves the right to make corrections and amendments due to errors identified in bids by the City of Fond du Lac or the bidder. This type of correction or amendment will only be allowed for such errors as typing, transposition, or any other obvious error. Bidders are liable for all errors or omissions contained in their bids.

**Condition of Proposed Equipment**

All equipment proposed must be new equipment, or if used be clearly demarked as used, including what, if any, warranty accompanies the proposed item.

**Change Orders**

All change orders issued for this project must be in writing and signed by both parties before the work is performed. No payment will be issued for additional work and fees that do not follow this process.

**Equipment Delivery**

Bidders must certify that the proposed equipment can be delivered, installed and operationally ready within the stated number of days on their RFB submission.

**Documentation**

The bidder must provide documentation for all proposed hardware and software. The successful bidder must provide one complete set of operating manuals for each item of equipment and software.

## **BIDDER INFORMATION REQUIREMENTS**

### **Customer References**

The bidder must submit a minimum of two non-bidder owned customer references presently using the proposed equipment and/or software of comparable size to the City of Fond du Lac's volume requirements. All hardware and/or software proposed and referenced must be installed at a customer site for 90 days prior to the Bid Due Date. Include the following for each reference:

Company Name  
Business Address  
Name of Contact  
Title of Contact  
Telephone Number of Contact  
Description of Installation  
Date Installed

The City of Fond du Lac may, at its option, contact other known bidder customers for references.

### **Pricing Information**

The bidder must provide purchase prices and installation costs for each equipment item, software product, and service.

### **Contract Award and Execution**

The City of Fond du Lac reserves the right to make an award without further discussion of the bid submitted; there will be no best and final offer procedure. Therefore, the bid should be initially submitted on the most favorable terms the bidder can offer.

The award of contract, if any, will be to the lowest responsible bidder whose bid complies with all the requirements necessary to render said bid as being acceptable. The award will be made within thirty (30) days after the opening of the bid. The work outlined in the bid may be awarded as whole, or in parts, according to the best interests of the Owner.

The awardee shall properly execute, on the forms provided, and shall within ten (10) days after the contract is mailed, return them to the Deputy Procurement Officer of the City. No contract is binding upon the City of Fond du Lac until it has been fully executed and delivered to the awarded bidder.

Failure of the awardee to comply with any of the requirements of these specifications shall be just cause for the annulment of the award. In the event of such annulment of the award, the amount of the bid guaranty, if any, shall become the property of the City of Fond du Lac, not as a penalty but as liquidated damages.

### **Evaluation Criteria**

In addition to price, the following elements should be given consideration:

- The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- The character, integrity, reputation, judgement, experience, and efficiency of the bidder;
- Whether the bidder can perform the contract within the time specified;

- The quality of performance of previous contracts or services;
- The previous and existing compliance by the bidder with laws relating to the contract or services;
- Such other information as may be secured having a bearing on the decision to award the contract.

In the event of multiple bids with the same pricing and no other available differentiator, the city will award to one of the low bidders by lot.

#### **Laws to be Observed**

The awardee shall at all times observe and comply with all Federal and State laws, local laws, ordinance and regulations which in any manner affect the conduct of the work, and all such orders or decree as exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. The awardee shall indemnify and save harmless the City and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his agents.

#### **Permits and Licenses**

The awardee shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. City Building Permits will be issued at no charge for projects occurring on, or in, City property.

#### **Responsibility for Damage Claims**

The awardee shall indemnify and save harmless the City, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages on account of the operations of said awardee; or on account of, or in consequences of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Awardee; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Law; or any other law, ordinance, order or decree; and so much of the money due the said Awardee under and by the City for such purposes, may be retained for the use of the City; or, in case no money is retained, his Surety shall be held.

The City shall not be liable to the Awardee for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

The awardee (Contractor) shall provide and maintain during the effective life of his contract public liability and property damage liability insurance to protect him and all of his construction subcontractors, together with the Owner, from claims for damages for personal injury, accidental death, and damage to property, which may arise from operations under his contract, whether such operations be by himself or by any such subcontractor or by anyone directly or indirectly employed by either of them.

#### **Personal Liability of Public Officials and Employees**

In carrying out any of the above provisions, or in exercising any power or authority granted to him by this contract, there shall be no liability upon public officials or employees, either personally or as an

official of the City, it being understood that in such matters he acts as an agent and representative of the City.

### **No Waiver of Legal Rights**

The City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after, the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials, furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The City shall not be precluded or estopped, notwithstanding any such measurements, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his Sureties such damages as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the City nor any representative of the City, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

### **Insurance Requirements**

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this heading, nor shall any Contractor allow a subcontractor to commence work on his subcontract until the same insurance has been obtained by the subcontractor. Certificates of insurance on all policies specified shall be filed with the City Risk Manager prior to commencement of work. All insurance premiums shall be the obligation of and shall be paid by the Contractor.

Insurance requirements under this heading and during the term of the Contract shall provide protection for the City, the Contractor and any subcontractor performing work covered by this project from claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this project, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts such insurance shall be:

- 1) Commercial General Liability coverage together with excess or umbrella liability policies including coverage for Products Liability, Completed Operations, Contractual Liability and XCU coverage with the following minimum limits:

a) Each Occurrence limit	\$2,000,000
b) General aggregate limit	
i) (other than Products-Completed Operations)	\$2,000,000 per project
c) Products – Completed Operations aggregate	\$2,000,000 per project
d) Personal and Advertising Injury	\$2,000,000
  
- 2) Automobile Liability coverage together with excess or umbrella liability policies with minimum limits of \$2,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis.
  
- 3) Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying excess or umbrella liability insurance requirements.
  
- 4) Property Coverage



- a) Contractor shall determine amount of coverage perils and policy form necessary to complete project should a loss of any type occur and to meet requirements of the contractor's performance bonding company.
- b) Covered property will include property in transit, property stored on the project work sites, and property stored off the project work sites.
- c) The municipality, architect, engineer and subcontractors shall be added as loss payees to the policy.

Acceptability of Insurers. Insurance shall be placed with insurers who have a Best's Insurance Reports rating of no less than A and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.

The municipality, the municipality's elected or appointed officials, and employees shall be named as additional insureds on Commercial General and Umbrella Liability policies.

### **Statutory Limitation of Liability**

The City of Fond du Lac is a governmental entity entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and immunities to which each party may be entitled to under law, including all of the immunities, limitations, and defenses under Section 893.80, Wis. Stats., or any subsequent amendments thereof, any federal law, common law, or other applicable laws.

### **Equal Opportunity**

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disabilities as defined in Section 51.01 (5), Wis. Stats., sexual orientation, or national origin. This provision 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 for employees and applicant's employment notices to be provided by the contracting officer setting forth the provision of the non-discrimination clause.

### **Contents of Bid Forms**

The Owner will furnish bidders with bid forms which will state materials to be furnished, for which unit bid prices are asked.

All papers bound with or attached to the bid form are considered a part thereof and must not be detached or altered when the bid is submitted. The plans, specifications and other documents designated in the bid form will be considered a part of the bid whether attached or not.

### **Preparation of Bid**

The bidder must submit his bid on the forms furnished by the Owner. All blank spaces in the bid forms must be correctly filled in where indicated for each and every item for which a quantity is given, and the bidder must state the prices, written in ink, for which he proposes to do each item of the work contemplated or furnish each item of the material required. In case of conflict between the unit price stated and the extension for that item, the unit price will govern.

All bids submitted by an individual shall be signed by the bidder or by a duly authorized agent. A bid submitted by a partnership shall be signed by a partner or by a duly authorized agent thereof. A bid submitted by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation. The required signatures shall in all cases appear in the space provided therefore on the bid.

**CITY OF FOND DU LAC**

Bid No. 2024-083

**REQUEST FOR BIDS**

Submittal Sheet

Number of years providing similar service: \_\_\_\_\_

State the number of business days to have project completed after receipt of order: \_\_\_\_\_

Customer References:

1. Company Name: \_\_\_\_\_

Business Address \_\_\_\_\_

Name of Contact \_\_\_\_\_

Title of Contact \_\_\_\_\_

Telephone Number of Contact \_\_\_\_\_

Description of Project \_\_\_\_\_

Date Installed \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Business Address \_\_\_\_\_

Name of Contact \_\_\_\_\_

Title of Contact \_\_\_\_\_

Telephone Number of Contact \_\_\_\_\_

Description of Project \_\_\_\_\_

Date Installed \_\_\_\_\_

**Submittal Sheet, cont.**

Pricing Information

List proposed equipment:	Purchase Price
Fire Protection, Base Bid	
Fire Protection, Alternate Bid #1	
Total	

Do you certify that you are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs?

\_\_\_ Yes \_\_\_ No

Do you certify that you have read and understood the ARPA Contract Addendum at the end of this document?

\_\_\_ Yes \_\_\_ No

The undersigned hereby accepts the terms and conditions as set forth herein. ***This must be signed and dated by the bidder or a representative legally authorized to bind the bidder.***

FULL LEGAL NAME OF BIDDER \_\_\_\_\_

TYPE OF BUSINESS  Corporation  Partnership (general)  Partnership (limited)  
 Sole Proprietorship  Limited Liability Company

ADDRESS \_\_\_\_\_

CITY STATE ZIP \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

[www.sam.gov](http://www.sam.gov) UEI NUMBER \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

**CITY OF FOND DU LAC  
STANDARD TERMS AND CONDITIONS**

**INVITATION TO BID, REQUEST FOR QUOTATION, & PURCHASE ORDER CONTRACT**

THIS PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND DOES NOT INCLUDE, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF FOND DU LAC AND THE LAWS OF THE CITY OF FOND DU LAC PURCHASING DIVISION, AND THE STATE OF WISCONSIN WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Deputy Procurement Officer.
2. **HANDLING** NO charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY** For any exception to the delivery date as specified on this order, bidder shall give prior notification and obtain written approval thereto from the Deputy Procurement Officer with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. In an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **SHIPPING INSTRUCTIONS** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination.
6. **REJECTION** All goods or materials purchased herein are subject to approval by Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by Purchaser or returned, will be at bidder's risk and expense.
7. **IDENTIFICATION** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS** Bidder agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits, or proceedings.
9. **WARRANTIES** Bidder warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must be fit for that particular purpose.
10. **ASSIGNMENTS** The provisions or moneys due under this contract shall only be assignable with prior written consent of the Deputy Procurement Officer.
11. **TAXES** The City of Fond du Lac is exempt from sales tax on purchases.
12. **LIENS, CLAIMS AND ENCUMBRANCES** Bidder warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
13. **RISK OF LOSS** Regardless of FOB point, Bidder agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Bidder from any obligation hereunder.
14. **SAVE HARMLESS** Bidder shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Bidder, his employees, agents or subcontractors howsoever caused.
15. **PRICES** If price is not stated on this order, it is agreed that the goods shall be billed at the last price quoted or paid, or prevailing market price, whichever is lower.
16. **TERMINATION** In the event of breach by Bidder of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Bidder. Bidder shall be liable for damages suffered by the purchaser resulting from the bidder's breach of contract.
17. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** The bidder agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services. It is further understood that any bidder who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the City unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.
18. **ANTI TRUST** Bidder and purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the purchaser. Therefore, bidder hereby assigns to the purchaser any and all claims for such overcharges.
19. **DEFAULT** Bidder covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the bidder, and the bidder is adjudged by a court of competent jurisdiction to be in default, he shall pay to the purchaser all costs, expenses expended by the purchaser in connection therewith, and reasonable attorney's fees. The bidder agrees that the jurisdiction for any suit is the State of Wisconsin.
20. **BRANDS** When a specific brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided bidder specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.
21. **ACCEPTANCE BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BIDDER AS A CONDITION OF ACCEPTANCE OR DELIVERY.**

**100% PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporate surety authorized to transact business in the State of Wisconsin, as Surety, are held and firmly bound unto The City of Fond du Lac hereinafter called the "Owner", the following penal sums of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has executed the attached agreement dated \_\_\_\_\_, 2024 for the **2024-082 Train Depot Fire Protection System**.

Now, Therefore, if the attached Agreement is executed on behalf of the Owner, and if the Principal shall well and truly keep, do and perform each and every matter and thing in the foregoing written contract set forth and specified to be by said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named obligee all losses and damages which said obligee may sustain by reason of the failure or default of the said Principal, and shall pay to each and every person or party entitled thereto, all claims for work or labor performed and materials furnished, used or consumed for, in or about the work covered by said contract, including, without limitation because of specific enumeration therein, all of the items included in Section 779.14 Wisconsin Statutes, all as provided in said contract, then this obligation shall be void; otherwise to be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of agreement to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument in 2 original counterparts, under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence Of: \_\_\_\_\_ (SEAL)  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
(Business Address)

ATTEST: \_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
By \_\_\_\_\_  
(Affix Corporate Seal)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

ATTEST: \_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
By \_\_\_\_\_  
(Affix Corporate Seal)

Title: \_\_\_\_\_

Approved: \_\_\_\_\_ 2024

\_\_\_\_\_  
City Manager

City of Fond du Lac – American Rescue Plan Act (ARPA) Contract Addendum

**Notice:** The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Fond du Lac by the US 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 apply to you, the contractor or vendor, as a contractor of the City of Fond du Lac; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.
2. **Equal Opportunity.** Contractor 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.”
3. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.
4. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor’s performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.
5. **Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors’ Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.
6. **Minority and Women Business Enterprises (if applicable to this Contract).** Contractor 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, the Contractor 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 Contractor 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.

**7. Suspension and Debarment (applies to all purchases).**

- A. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor'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).
- B. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the City of Fond du Lac. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Contractor 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. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**8. Energy Efficiency.** Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended (applies to all purchases).**

Contractor 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. Contractor 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.

**\*Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum\***

**10. Access to Records (applies to all purchases).**

- A. The Contractor agrees to provide the City of Fond du Lac, 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 the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor 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.
- B. The Contractor 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.
- C. 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.

**11. 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.

**12. Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.

**13. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**

**14. Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, 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 Contractor is 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.

**15. 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 contractor 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.

**16. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000).**

- A. The Contractor 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.
- B. The Contractor 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.
- C. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Fond du Lac and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- D. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**17. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE).** Contractor 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.

**18. Prohibitions on Discrimination.** Contractor agrees to comply with the following as applicable:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.
- F. Title IX of the Education Amendments of 1972 (Title IX), (20 U.S.C. 1681 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 28, which prohibits discrimination on the basis of sex in any federally funded education program or activity

**19. Financial and Program Management.** As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury.

- A. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Agreement shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.
- B. Audit Requirements. Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.
- C. Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200
- D. SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

**20. Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

**21. Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

**22. Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Agreement between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

- 23. Buy USA - Domestic Preference for certain procurements using federal funds.** 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:
- A. "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.
  - B. "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.
- 24. Procurement of Recovered Materials: (applies only if the work involves the use of materials).**
- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
    - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
    - ii. Meeting contract performance requirements; or
    - iii. At a reasonable price.
  - B. 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>.
  - C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- 25. 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 [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
- 26. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor 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.
- 27. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor 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.

*- This form is required only for purchases 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 contractors 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.

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

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Contractor's authorized official

\_\_\_\_\_  
(Print name of person signing above)

\_\_\_\_\_  
(Print title of person signing above)

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, Contractor certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_

Date: \_\_\_\_\_

Signature of Contractor's authorized official

\_\_\_\_\_

(Print name of person signing above)

\_\_\_\_\_

(Print title of person signing above)