



**Purchasing Division**

730 Wisconsin Avenue  
Racine, WI 53403  
262-636-3700  
fax: 262-636-3763

May 3, 2024

Dear Prospective Vendors:

You are invited to submit a proposal from Architects and Engineers to provide design and construction phase administrative services as indicated herein for the Racine County Ice Center (RCIC) project. Submitted proposals are due on or before **10:00 a.m. CDT on Wednesday, June 12, 2024**, via [www.demandstar.com](http://www.demandstar.com). Late proposals will not be accepted.

Responses must be received electronically by due date listed above and submitted via [www.demandstar.com](http://www.demandstar.com).

Any questions regarding this Request for Proposal must be in writing and directed to:  
Duane McKinney, Purchasing Manager  
[purchasing@racinecounty.com](mailto:purchasing@racinecounty.com)

No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. No contact from a vendor to any Racine County employee or elected official should be made during this process unless authorized by Racine County Purchasing.

All questions shall be submitted in writing by email according to the attached Request for Proposal.

Sincerely,

Duane H McKinney  
Purchasing Manager

**REQUEST FOR  
PROPOSAL**  
Proposal #RC2024-01

**Design and Construction Administrative Services  
Racine County Ice Center**

**1 INSTRUCTION TO RESPONDENTS**

**1.1 SOLICITATION SCHEDULE**

Request for Proposal Issue Date	May 3, 2024
Information Session	May 14, 2024, at 10:00am CDT
Vendor Questions Due	May 24, 2024, by 4:00pm CDT
Addendum/Questions Answered	May 29, 2024, by 4:00pm CDT
Proposal Due	June 12, 2024, by 10:00am CDT
Interviews	Week of June 24, 2024
Notice of Award to Selected Proposer	July 1, 2024

- 1.2 RESPONDENT'S QUESTIONS:** Respondents are reminded and encouraged to carefully examine the RFP documents upon receipt. If the Respondent does not fully understand the RFP or is in doubt as to the County's ideas or intentions concerning any portion of the RFP, the respondent shall submit any/all questions by 4:00 pm CDT on May 24, 2024 via email to [purchasing@racinecounty.com](mailto:purchasing@racinecounty.com)

Answers to all questions will be sent to known Respondents in the form of an addendum posted at [www.demandstar.com](http://www.demandstar.com) by 4:00 pm CDT on May 29, 2024. Phone calls or direct contact with Racine County are **not permitted**.

- 1.3 ADDENDA:** Any changes made to the RFP after posting will be issued via addenda to all known Respondents and if necessary, an extension will be made to the proposed opening date. The original RFP and any addenda will be posted to the Racine County Website ([www.racinecounty.com](http://www.racinecounty.com)) under Bids/Proposals. Respondents are responsible for checking this website for any future addenda prior to the opening date. All addenda must be signed and returned with your submitted proposal as specified in the addenda. Respondents who do not return the addenda may have their proposals rejected.

- 1.4 METHOD OF PROPOSAL:** Respondents must include all required information in the RFP. Failure to meet any requirements listed in this document may be cause for disqualification of the proposal. To facilitate the evaluation process, the respondent is encouraged to organize the proposal into distinctive sections as described under Section 6 Technical Proposal Submission Requirements.

- 1.5 INCURRING COSTS:** Racine County is not liable for any costs incurred in replying to this RFP.

- 1.6 SUBMISSION OPENING:** Respondents are advised that there will be a **VIRTUAL** public opening for this RFP. Proposals received by the date and time of closing will be opened administratively by specific members of the County and at a time subsequent to the closing. On the specified closing date, only the names of the Respondents submitting a response shall be made available.

- 1.7 WITHDRAWAL OF PROPOSALS: Proposals may be withdrawn upon written or electronic request received from vendor prior to time and date fixed for proposal opening. Negligence on the part of the vendor in preparing their proposal response confers no right for withdrawal of the proposal after it has been opened. Withdrawn proposals will be returned unopened prior to the time and date set for proposal openings.
- 1.8 AMENDMENTS TO PROPOSALS: Each vendor will be allowed a period of forty-eight (48) hours after the time and date set for receipt of proposals to notify the County in writing of a material mistake in the proposal. Failure of vendor to notify the County in the manner and within the time limit specified above will constitute a waiver by the vendor of all rights and remedies relative to a material mistake.
- Formal proposal amendments thereto or requests for withdrawal of proposal received by Racine County after time specified for opening will not be considered.
- 1.9 PROPOSALS BINDING 90 DAYS: Unless otherwise specified, all submitted responses shall be binding for ninety (90) calendar days following the specified due date.
- 1.10 PROPRIETARY INFORMATION: All vendor-supplied materials, including the vendor's proposal, become the property of Racine County. Racine County will work with vendors to meet their confidentiality requirements, provided that they are within reason. All vendor confidential material must have each page clearly marked as confidential. Wisconsin 'Public Records Laws' apply.

## 2 INTRODUCTION

Racine County is seeking proposals from qualified firms to provide Architecture and Engineering Services for the development and implementation of a new Racine County Ice Center (RCIC). The RCIC must meet all safety and design standards for current ice center structures and design principles, using innovative and cost-effective design, while being sensitive to the surrounding environment.

Racine County is pursuing options for the approximately 38,000 square foot RCIC comprised of not less than one NHL sheet of ice (dimensions, 200' by 85'). The RCIC may also include one instructional sheet of ice (dimensions, 90' by 60'). Should it not be possible to construct a second NHL sheet of ice as part of the initial construction, the design and construction plans should account for future installation of a second NHL sheet of ice and therefore include the mechanicals for a second sheet to be added as demand for ice time increases and resources become available. Construction of the facility is planned for one of two locations: Haban Park, 1330 Borgardt Road, Mount Pleasant WI 53177 or Franksville Memorial Park, 9614 Northwestern Avenue, Franksville WI 53126.

The project total budget for construction costs is anticipated to be \$12,500,000.

- This is the anticipated budget for the project pending County Board approval.

The project team includes the following:

- Owner – Racine County

This is a Request for Proposal, not an Invitation for Bid, and responses will be evaluated on the basis of the relative merits of the Proposal, in addition to price.

Racine County has decided to engage the services of an Architect and Engineering firm to validate the program, provide design services, and construction administration as further detailed in the Scope of Services. The purpose of this Request for Proposal is to identify experienced Architect and Engineering firms with the best combination of qualifications and proven practice in design services to develop and deliver the program efficiently and effectively with respect to time, cost, and function. **It is the expectation of Racine County to engage a single firm to carry out the entire Scope of Design Services for the project; however, the proposal should break out costs for the following phases of work: (1) Concept and Programming; (2) schematic design; (3) design development;**

**(4) construction documents; and (5) full service to construction completion.**

**3 PROJECT DESCRIPTION**

Racine County Ice Center (RCIC) Design and Plan is needed to assist the County in developing, articulating, and ultimately executing a shared vision for the future of ice in Racine County. The County wishes to identify on and off ice active and passive recreational uses and to increase net revenue opportunities. While facility design and recreational use considerations will be extremely important to this effort, the Concept Design/Engineering Plan will also need to be based on sound land/park development and environmental practices to ensure that the plan can be implemented. Finally, it is anticipated that the plan will address and support the current and future uses of the facility, improvements to the natural environment and enhanced park uses.

The RCIC shall include:

- One NHL sheet of ice (dimensions, 200' by 85')
- Locker Rooms (anticipated 6)
- Spectator seating (anticipated 300-500 capacity)
- Offices
- Lobby
- Concessions
- Equipment Rental/Storage (including sufficient space for items including, but not limited to: ice refrigeration system, ice re-surfacing machine, etc.)
- Pro Shop
- Robust ventilation system for periods of high humidity

Add-on features of the RCIC may include but are not necessarily limited to:

- Second NHL sheet of ice (dimensions, 200' by 85')
- One instructional sheet of ice (dimensions, 90' by 60')
- Running/walking track
- Fitness/training area
- Climbing/boulder wall
- Multi-purpose gymnasium(s)

Potential sites are located within two Racine County Parks. 1) Haban Park, 1330 Borgardt Road, Mount Pleasant WI 53177. 2) Franksville Memorial Park, 9614 Northwestern Avenue, Franksville WI 53126. Additional parking may need to be constructed to accommodate the RCIC project.

A summary of the proposed schedule for the project is as follows, subject to necessary adjustments.

<b>Phase</b>	<b>Begin</b>	<b>Completion</b>
County Board / Project Approval	June 11, 2024	July 23, 2024
Concept & Programming; Schematic design	July 24, 2024	October 31, 2024
RFP for Construction Manager	August 23, 2024	September 20, 2024
Zoning/PD Submittal/Approval	September 23, 2024	December 20, 2024
Design development	November 1, 2024	December 31, 2024
Bid & Construction documents	November 1, 2024	January 31, 2025
Bidding & Award	February 1, 2025	March 28, 2025

Construction	May 1, 2025	July 31, 2026
Commissioning & Move-In	August 1, 2026	

During the design phases, the selected A/E Partner will work with the Owner team as an integral part of the team to provide services as defined in Section 3 of the RFP.

### 3.1 Evaluation Criteria

Final Evaluation will include, but not be limited to the following: relevant similar project experience, strength of proposed project team, ability to produce quality complete documents on time, ability to work as an integrated team and strive toward achievement of the Economic Inclusion Plan, and general project approach; along with overall value of the proposal as a whole.

Following the submission of proposals, Racine County will short list firms that may be invited to a personal interview prior to final selection.

RFP selection will be based on the following criteria and weights:

Criteria	Weight
Project Team Experience	30%
Firm Experience	20%
Design Schedule	10%
Fee Proposal	20%
Understanding of the project and ability to meet project needs	20%
	<u>100%</u>

If an acceptable agreement cannot be reached within two weeks of the initial selection, Racine County will initiate negotiations with the next highest rated firm.

## 4 SCOPE OF DESIGN/ENGINEERING SERVICES

The Architect and Engineer will be responsible for providing comprehensive design services throughout each phase of the project. The Architect and Engineer’s scope of work shall include but not be limited to the following list of services:

- 4.1 Complete architectural and engineering services for the design of the proposed facility and interface with existing site conditions. This is to include all necessary engineering disciplines, with the exception of Geotechnical, Environmental Engineering, and Commissioning Services. All consultants and/or engineers are to be contracted to the awarded architect/engineer company. The Owner shall have the right of refusal of any consultant.
- 4.2 Field verification of existing conditions.
- 4.3 Make presentations to explain the design of the Project to the Owner, Construction Manager, governmental authorities, or others as needed to perform the scope detailed below.
- 4.4 Building code compliance assessment. All work shall be completed in accordance with the applicable building codes and regulations of each authority having jurisdiction over the project. File documents for approval of governmental authorities having jurisdiction over

the Project. Apply for and assist in obtaining the building permit along with any necessary variances. (Permit fees to be excluded).

- 4.5 Complete pre-design/programming validation phase. A pre-design phase review submission and review meeting, including a report identifying any deviations from the Owner's criteria, will be conducted. Assume at least **weekly** on-site meetings with the integrated project team during this phase. The architect/engineer shall be responsible for providing a design that is within the budget. Any value engineering or redesign required to meet the project budget shall be performed at no additional expense to the Owner. (Note: Construction Manager will prepare and provide cost estimates, Architect and Engineer shall participate as an integrated team member with estimate preparation and reviews.)
- 4.6 Complete a schematic design phase. A schematic design phase review submission and review meeting will be conducted. Assume at least **weekly** on-site meetings with the integrated project team during this phase. The architect/engineer shall be responsible for providing a design that is within the budget. Any value engineering or redesign required to meet the project budget shall be performed at no additional expense to the Owner.
- 4.7 Complete a design development phase. A design development phase review submission and review meeting will be conducted. Assume at least **weekly** on-site meetings with the integrated project team during this phase. The architect/engineer shall be responsible for providing a design that is within the budget. Any value engineering or redesign required to meet the project budget shall be performed at no additional expense to the Owner.
- 4.8 Complete a construction documents phase. A construction documents phase review submission and review meeting will be conducted. Consultant shall further develop the design in accordance with discussions and plans developed during the preliminary design stages and prepare construction documents for the project. The Construction Document stage may be divided into multiple design package releases. Assume at least **weekly** on-site meetings with the integrated project team during this phase. The architect/engineer shall be responsible for providing a design that is within the budget. Any value engineering or redesign required to meet the project budget shall be performed at no additional expense to the Owner. (Note: Construction Manager will prepare and provide cost estimates, Architect and Engineer shall participate as an integrated team member with estimate preparation and reviews.)
- 4.9 Provide complete drawings and specifications necessary for the construction of the proposed facility.
- 4.10 Furniture, fixtures, and equipment (FF&E) shall be designed by the Architect and Engineer. Architect and Engineer shall incorporate the FF&E parameters into the facility design and represent them on the construction documents.
- 4.11 Include in the design all parameters necessary for the incorporation of telecommunications, data communications systems, audio visual systems, and security systems.
- 4.12 Schedule - All design and construction document work is required to be completed within the schedule timelines set forth herein.
- 4.13 Budget information shall be shared with the awarded Architect and Engineer. The Architect and Engineer will be expected to provide a design that works within the established budget parameters or shall be held responsible for any necessary redesign efforts due to budget overruns at no additional expense to the Owner. In addition, the Architect and Engineer shall be held responsible for any schedule delays incurred due to budget overruns requiring redesign; any necessary redesign efforts shall be conducted so as not to delay the project schedule. Cost estimate updates and value engineering shall be utilized throughout the design stages of the project to ensure the project remains on budget.

- 4.14 Participate in the bidding process by providing responses to bidder's questions, review requests for substitution if permitted, participate in a pre-bid meeting, and provide any necessary addenda or supplemental bidding information for each bid package. Follow attached project schedule for bid packaged schedule and segregation.
- 4.15 Participate in outreach to include community, trade, and workforce development program support.
- 4.16 Provide construction administration services including, but not limited to, responding to requests for information (RFI's), review and approval of submittals as required by the contract documents, review and approval of contractor change orders (if any), review and certification of contractor payment requisitions, conduct **monthly** field inspections of the construction work as it progresses with written report of observations, participate in on-site construction status review meetings with the trade contractors once per month, and participate in Owner-Architect-Construction Manager (OAC) and principal meetings once per month. Report any known deviations from the contract documents or defects and deficiencies observed in the Work. **All design and in-field** changes shall be incorporated into the record electronic design drawings as prepared by the Architect and Engineer via construction bulletins. Architect and Engineer shall provide complete electronic record drawings with bulletins to Owner at completion of project. Punchlist shall be completed by the Architect and Engineer segregated by floor by respective design discipline with consistent representation.
- 4.17 Utilize County approved systems for documentation (i.e. submittals, RFI's, field reports, billings),
- 4.18 Building Information Modeling (BIM) - All design work shall be completed utilizing BIM. This requirement goes beyond the representation of design in 3D. The design files should be coordinated between disciplines and shared throughout the duration of the project as a communication and collaboration platform for the end benefit of Racine County. Release documentation shall be executed by all parties, protecting the intellectual property and stating, contractual documents will take precedence over native design files.
- 4.19 Work with Racine County to customize the BIM execution plan, utilizing the Penn State BIM Project Execution Plan at [www.bim.psu.edu/](http://www.bim.psu.edu/) as a general template, to align with A/E capabilities and Contractor expectations.
- 4.20 Project will be drawn in latest version of Revit from inception.
- 4.20.1 Maintain record documents within the model to capture design changes and RFIs issued during the CA phase.
- 4.20.2 Incorporate as-built information from contractors into the model during the CA phase.
- 4.20.3 Turn over to Racine County an approved BIM file Thirty (30) days following project completion.
- 4.21 Architect and Engineer shall participate in the commissioning process by providing responsible representation in meetings, pre-functional testing, functional testing, and Owner Training.
- 4.22 Provide an eleven (11) month warranty walk-through with the Owner and Construction Manager to review facility operations and performance, and make appropriate recommendations to the Construction Manager

**4.23** Economic Inclusion Goals (\*\* these are not mandated requirements)

Business Inclusion Goals for Professional Services:

- a. Racine County based Business 5%
- b. Targeted Businesses 5% Combined

Workforce Inclusion Goals for Professional Services:

- a. Racine County Resident Work Hours 10%
- b. Targeted Workforce Work Hours 25% Combined

**5** **CONTRACT AWARD**

**5.1** The successful A/E Partner will be required to execute a standard design agreement AIA B133. The Owner Agreement is included with this RFP. Any exceptions to this agreement must be submitted with your proposal.

**6** **TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS**

The proposer shall submit the following information in the order and format indicated below.

- 6.1** COVER LETTER - One (1) page maximum  
Provide a cover letter introducing your firm and proposal.
- 6.2** COMPANY OVERVIEW – Two (2) page maximum  
Provide an overview of the company detailing the total number of professional staff, the history of the company, the ownership structure and the office responsible for this project as a minimum.
- 6.3** ARCHITECT/ENGINEERING EXPERIENCE – Ten (10) page maximum
  - 6.3.1** Provide four (4) examples of the project types which you feel best represent your firm’s experience with similar facilities. Include project size and description, type of design services provided, and all other pertinent project facts. Include the Owner, as a reference, with each of the referenced projects.
  - 6.3.2** Provide examples of compelling design stories where design solutions preserved core project program while meeting budget and schedule requirements.
- 6.4** PROJECT STAFFING REQUIREMENTS – Describe the Proposed Project Team, including the Team Members, the organization, and the responsibilities of each team member. Provide an organization chart showing the staffing proposal for the key individuals assigned to the Project Team. List the title of the position, the name and qualifications of the individuals to be assigned and the level of involvement of the individuals assigned (Full-time or Part-time).
  - What differentiates each team member as an individual?
  - Why is your collective team the best choice for the project?
  - Based on your field of expertise, what does your team see as the biggest risks for the project?
- 6.5** KEY PROJECT PERSONNEL - One (1) page maximum per individual  
Provide resumes and references for project staff to be assigned to this project. As a minimum include those persons listed in Section 6.4 above and include the following information.
  - Project responsibilities
  - Years with firm
  - Relevant project experience
  - Current assignment and finish date
  - Amount of time allocated to the project.



- 6.6 ECONOMIC INCLUSION INTENT - Submit the Letter of Intent Form and Workforce Inclusion Commitment Form WF-01DPS, outlining the structure of the team and how you will toward achieving the local and diversity goals identified in the EIP.
- 6.7 DESIGN SCHEDULE - Provide a design schedule, with durations, for the following design milestones:
  - Concept and Programming
  - Schematic Design
  - Design Development
  - Construction Documents
- 6.8 DESIGN APPROACH Eleven (11) page maximum  
Provide your approach to the design of the following critical project parameters.
  - 6.8.1 Design Creativity and Innovation - Two (2) pages maximum
  - 6.8.2 Code Expertise - One (1) page maximum
  - 6.8.3 Building Systems Analysis - One (1) page maximum
  - 6.8.4 Ability to Design to Budget – One (1) page maximum
  - 6.8.5 Ability to Meet Schedule Milestones - One (1) page maximum
  - 6.8.6 Detailed Quality Documents - One (1) page maximum
  - 6.8.7 Interdisciplinary Document Coordination - One (1) page maximum
  - 6.8.8 Ability to Work as an Integrated Team - One (1) page maximum
  - 6.8.9 Communications Management – One (1) page maximum
  - 6.8.10 Building Information Modeling – One (1) page maximum
- 6.9 Provide rendering or elevation of the firms’ vision of providing a design to meet future needs of Racine County goals.
- 6.10 INSURANCE – All proposals must include either a description of respondent’s insurance or a certificate of insurance outlining respondent’s insurance policies which evidence compliance with the requirements listed in Exhibit B Sample AIA B133 Agreement will be met or exceeded.

**Insurance Requirements for Vendors**

Each vendor shall obtain insurance at the following minimum limits:

- General Liability
  - \$1,000,000 each occurrence
  - \$1,000,000 personal and advertising injury
  - \$1,000,000 general aggregate
  - \$1,000,000 products and completed operations.
- Auto Liability Insurance
  - \$1,000,000 Combined Single Limit
- Umbrella Liability Insurance on a following form basis
  - \$4,000,000 each occurrence
  - \$4,000,000 aggregate
    - Any combination of underlying coverage and umbrella equaling \$5,000,000 shall be acceptable.
- Workers Compensation Statutory Limits plus:
  - \$100,000 E.L. Each Accident
  - \$100,000 E.L. Disease Each Employee
  - \$500,000 E.L. Disease Policy Limit

The following applies to all policies:

- Racine County is listed as an additional insured on the general liability, automobile and umbrella policies.
- All insurance must be placed with an insurance company with a minimum AM Best

Rating of A- VII

- All policies shall include a waiver of subrogation in favor of Racine County
- The policies should not contain communicable disease exclusion.

For all vendors that have daily interaction with clients of the county:

- There shall be no exclusion for abuse or molestation on the general liability and umbrella policies.

Vendors shall supply the county with a certificate of insurance showing proof of insurance coverage that meets all requirements.

**6.11** PRICE PROPOSAL SUBMISSION REQUIREMENTS - Under separate cover as detailed in Submission Requirements above, provide a detailed fee proposal.

**6.12** Federal Labor Standards Provisions  
The construction work covered by this Contract is being partially funded by Federal funding and may be subject to the Davis-Bacon act or other federal assistance provisions.

**CERTIFICATION OF VENDOR**  
RC2024-01

**Design and Construction Administrative Services Racine County Ice Center**

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposal and declares that the attached proposal and pricing are in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the RFP and all related attachments and information provided by Racine County before submitting this proposal.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Respondent.

SIGNATURE: \_\_\_\_\_

PRINT/TYPE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

COUNTY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

**REFERENCES**  
**Design and Construction Administrative**  
**Services Racine County**  
**Ice Center**  
Proposal #RC2024-01

List three (3) references for similar staffing services to that requested in this RFP.

1. Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Internet e-mail address: \_\_\_\_\_  
Description of project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Internet e-mail address: \_\_\_\_\_  
Description of project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Internet e-mail address: \_\_\_\_\_  
Description of project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" 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 an Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your 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> (see section 52.209-6).

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

UEI: \_\_\_\_\_

### INTERNAL USE ONLY

The County of Racine has searched the above-named Vendor against the System for Award Management system (SAM) and has confirmed as of \_\_\_\_\_ the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

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

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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