

MILLE LACS BAND OF OJIBWE
MILLE LACS CORPORATE VENTURES
Request for Qualifications (RFQ) for Architectural and Engineering Services
RFP 2022-11-01

The Mille Lacs Band of Ojibwe has been awarded a grant from the U.S. Department of Commerce Economic Development Administration (EDA) to renovate two existing building into business incubators.

Mille Lacs Corporate Ventures (MLCV) is a political subdivision and tribal corporation owned by the Mille Lacs Band of Ojibwe. MLCV has been in existence since 1991 and its mission is to improve the quality of life of Mille Lacs Band members, those in East Central Minnesota and the communities in which we do business. MLCV is guided by Title 16 of Mille Lacs Band Law, which designates MLCV to benefit members of the tribe through engagement in business and economic development endeavors.

MLCV will administer the execute the terms of the EDA grant and will serve as the primary point of contact and grant administrator throughout this project.

The Mille Lacs Band of Ojibwe and MLCV are seeking to contract with a qualified architectural and engineering firm to prepare all preliminary and final design plans, specifications, bid, and construction documents and to conduct all necessary interim and final inspections. These services shall be performed in accordance with all local, State, and Federal laws, regulations, and executive orders applicable to this grant program.

The complete submittal, consisting of one original and two physical copies, must be in a sealed package, clearly marked **RFP 2022-11-01**, and delivered to **Attn: Beth Gruber, 700 Grand Avenue, Onamia, MN 56359**, by no later than **4:00 pm (CST), December 16, 2022.** Submittals received after this deadline will not be considered.

The Mille Lacs Band of Ojibwe and MLCV reserve the right to negotiate with any and all individuals or firms that submit proposals.

Request for Qualifications (RFQ) for Architectural and Engineering Services

The Mille Lacs Band of Ojibwe and MLCV are seeking to enter an architectural and engineering services contract. The following outlines this request for qualifications.

I. Project Description – The project consists of renovating two building into business incubators.

Location #1 - Onamia

The Onamia building sits on a 3,250 square-foot site developed with an approximately 4,650 square-foot commercial building (2,325 square-foot main floor plus 2,325 square-foot basement). The project is confined to the footprint of the existing building.

- New roof system - EPDM Rubber, insulation, flashing & new parapet cap
- New aluminum framed windows
- New aluminum storefronts
- Add ramp to provide an accessible entrance to the building
- Remove mansards from all exterior walls & add new canopies
- Install new exterior LP Smart Siding
- Upgrade exterior lighting
- Remove drive through window & canopy Interior Improvements
- Testing and abatement for all HAZMAT (e.g., asbestos, lead paint, etc.)
- Demolition of concrete vault on main level.
- Review structure for any damage from water infiltration
- Remove interior paneling, insulate, and install new drywall on all exterior walls
- Update electrical & plumbing while walls are open
- Install new LVT flooring throughout the 1st floor
- Install new acoustical ceilings
- Install LED lighting & wall outlets
- Remove horseshoe staircase
- Remove steam boiler, associated piping & fin tube radiation
- Refresh (1) basement restroom to meet current code
- Remove 2nd basement restroom
- Add 1st floor handicapped accessible restroom
- Remove safe door
- Add interior walls for 2 offices on 1st level, remainder space left open for retail space
- Solar Array System

Location #2 – Hinckley

The Hinckley project area is a 2.35-acre site developed with two commercial buildings connected via a covered walkway. The Mill Place building, on the east side of the property, is roughly 780 square feet with a second story mezzanine, totaling roughly 1,212 square feet. The Mill Place building is connected to an approximately 18,000 square-foot two-story commercial retail building. For the purposes of this application, the entirety of the site is considered one renovation project.

Hinckley Mill Site (1,212 sq. ft. building)

- Replace siding
- Replace roofing with steel
- Rework arched walkway over river to provide an accessible route to the building
- Replace front doors to upgrade security & to provide accessible hardware
- Upgrade bathroom to provide handicap accessibility
- Replace water heater & furnace
- Replace portions of the wood flooring or refinish floor as needed
- Remove existing casework / add new casework depending on tenant needs
- Paint interior walls

Hinckley Retail Site (18,000 sq. ft. building)

- Replace roofing with steel
- Replace siding
- Insulation upgraded
- New Flooring throughout
- New Acoustical Ceilings
- Glass Partition Walls
- Refresh existing bathroom fixtures & materials
- New paint and finishes
- Adding new casework to offices and board rooms
- Elevator to access 2nd floor
- HVAC & Electrical updates to building for remodeled spaces
- Solar Array System

II. Scope of Work

- All architectural and engineering services shall be performed in compliance with all local, State, and Federal laws, regulations, and executive orders as applicable and required by the U.S. Department of Commerce EDA grant provisions.
- Perform initial surveys, soil investigations, etc. as needed for design
- Prepare Preliminary and final design plans and specifications
- Prepare bid and final contract documents and receive approvals as applicable
- Coordinate bid process and contract award
- Assure construction contract compliance with the EDA grant requirements
- Review and approve Change Orders
- Administer Construction oversight
- Conduct all field testing and inspections (interim and final)
- Prepare record drawings and provide in digital format
- Other special architectural and engineering services as required to complete the project

Please specify actual tasks to be performed under each of these categories in your response.

III. Technical Expertise

The Mille Lacs Band of Ojibwe and MLCV are seeking to contract with a competent architectural and engineering firm, registered to practice in the State of Minnesota. It is anticipated that the successful firm will have extensive knowledge and expertise in the following areas:

- Federally funded construction projects; and
- Municipal projects located in this general region of the state
- Project construction management experience

IV. Selection Process

This RFQ provides information necessary to prepare and submit a **Statement of Qualifications (SOQ)** for consideration and ranking by the Mille Lacs Band of Ojibwe and MLCV using the point system described below. The evaluation committee will rank the firms in order of the most qualified, based on demonstrated competence and qualifications to perform the services and then make a determination as to whether or not an informal meeting will be required of the top-ranking firms. Upon authorization, the highest ranked firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. The fee for basic services will be either fixed price or a cost reimbursement with an agreed maximum. The use of the cost-plus-a- percentage-of-cost and percentage of construction costs forms of compensation are specifically prohibited. Attached for reference, as *Attachment A*, is the EDA A/E Contract checklist, indicated the minimum requirements for the Professional Services Agreement that will result from this RFQ.

By submitting its SOQ in response to this RFQ, respondent accepts the evaluation process as outlined in the SOQ Requirements and Evaluation section which follows.

<u>Criteria</u>	<u>Max. Points</u>
General Qualifications and availability	10
Proposed staff	20
Project Experience	50
Project Approach / Performance	20
Total	100

V. Statement of Qualifications Requirements

Respondents shall carefully read the information in the following evaluation criteria and submit a complete SOQ to all questions in this RFQ as formatted below:

Item 1: General Qualifications and Availability 10 pts

a. Provide the following information:

- Legal name of firm
- Location of Office that will be conducting the work
- Contact Persons
- Date of firm formation
- Legal business description (Individual, Partnership, Corporation, Joint Venture, etc.)

- Provide a summary of any litigation, claim(s), or contract disputes filed by or against the firm in the past five (5) years which is related to the services that the firm provides in the regular course of business.
 - A copy of your current certificate of insurance for professional liability.
 - A statement of conflicts (if any) the proposing entity or key employees may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.
 - System for Award Management. The Consultant/Firm must not be debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM) and must have an active registration with the System for Award Management (www.SAM.gov). Include verification that your company is registered, and that the company's principal is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date.
 - Certification Regarding Lobbying, enclosed in *Attachment B*. Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
 - Required Contract Provisions. Applicable provisions enclosed in *Attachment C* must be included in all contracts executed as a result of this RFQ.
- b. Provide a statement on the availability and commitment of the firm, its principal(s) and assigned professionals to undertake the project, reporting responsibilities and how the firm will interface with the Mille Lacs Band of Ojibwe and MLCV staff. Regular weekly, biweekly or monthly project meetings will be required, depending upon the project.
- c. Provide a statement of interest for the project including a narrative describing the benefits that the Mille Lacs Band of Ojibwe and MLCV will realize in selecting the Respondent's firm or team, including the firm's specific expertise and unique qualifications, capabilities, specialized experience, best practices or other factors that distinguish the Respondent from other Respondents.

Item 2: Proposed Staff

20 pts

- a. Organizational chart for personnel (including any sub-consultants) who are to work on this project including licensure information.
- b. Names and roles of key personnel proposed to work on this project and their office locations.
- c. Include resumes for all key personnel and indicate any individuals who have had previous experience on similar projects.
- d. Provide staffing size by areas of expertise.
- e. Provide staff availability to perform services.

Item 3: Project Experience

50 pts

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work, as they relate to the evaluation criteria and all requirements of this RFQ including the following:

- a. Provide an overview and brief history of the firm.
- b. Provide verifiable examples of similar projects completed within the last ten (10) years by the firm, including:
 - Project name and location
 - Services provided
 - Date of completion or project status
 - Final construction costs
 - Client name and contact person
 - History of meeting project schedules and budget
 - Detail cost savings or cost increases.
 - Note the funding source and particular grant program is applicable

Item 4: Project Approach/Performance

20 pts

- a. Explain how the team will assess and design the project(s).
- b. Provide an example of a typical project schedule.
- c. Provide a minimum of three (3) references or reference statements with contact information for verification.

VI. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFQ. If the awarded firm (prime consultant) uses any subcontractors or subconsultants, the following affirmative steps are required of the prime consultant:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

VII. **Deadline for Submission**

The complete submittal, consisting of one original and two physical copies, must be in a sealed package, clearly marked **RFP 2022-11-01**, and delivered to **Attn: Beth Gruber, 700 Grand Avenue, Onamia, MN 56359**, by no later than **4:00 pm (CST), December 15, 2022.** Submittals received after this deadline will not be considered.

ECONOMIC DEVELOPMENT ADMINISTRATION ARCHITECT/ENGINEER CONTRACT CHECKLIST

EDA Award Number: _____ Date: _____

Recipient: _____

Co-Recipient(s): _____

Recipient's Authorized Representative: _____

Name & Phone Number

Project/Contract Description	Contract Award Date	Total Contract Amount	EDA Funded Amount	* Non-EDA Funded Amount
		\$	\$	\$

** Design services of project components not part of the EDA Grant Project and do not include EDA funds nor local match funds.*

1. The Recipient's Architect/Engineer (A/E) contract is in compliance with the Recipient's written procurement procedures. The firm was selected in accordance with the procurement standards set forth in 2 CFR Part 200, and according to the EDA publication "Summary of EDA Construction Standards."
2. The A/E was selected competitively by sealed bids (formal advertising) or by competitive proposals. If not, attach an explanation of the selection method and the reason(s) for using that method.
3. Requests for qualifications were publicized and all evaluation factors and their relative importance were identified therein. Any response to publicized requests for qualifications was honored to the maximum extent practical.
4. Qualifications were solicited from an adequate number of qualified sources (normally it is sufficient to secure at least three proposals from qualified sources.) If less than 3 qualified proposals were secured, submit an explanation to the EDA Engineer with this checklist.
5. The Recipient has an objective method for conducting technical evaluations of proposals received, selecting the best proposal, and consideration of other factors.
6. The Recipient determined the responsible firm whose proposal was most advantageous to the program, with other factors considered. Competitor's qualifications were evaluated and the most qualified competitor was selected, subject to negotiation of fair and reasonable compensation.
7. The A/E agreement provides for all services required by the Recipient for the planning, design, and construction phase of the proposed project. Appropriate standards or guides developed by such professional organizations as the American Consulting Engineers Council (ACEC), American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), and/or the American Institute of Architects (AIA) may be used where the Recipient does not have standard contract documents.

Y	N	NA
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Y	N	NA
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8. The A/E's fee for basic services is either a fixed price or a cost reimbursement with an agreed maximum. (The amount of EDA participation will be based on a determination, subject to audit, that the fee compensation is reasonable.)
9. The A/E contract compensation is not based on the use of the cost-plus-a-percentage-of- cost or percentage of construction cost form of compensation. (These forms of compensation are not eligible for EDA participation.)
10. The A/E has provided a breakdown of the fee and it has been reviewed to be reasonable.
11. The A/E provided fee breakdown provides that compensation is based on completion of specific milestones. (Preliminary design, final design, construction management, etc.)
12. The A/E's fee covers all services necessary for the successful execution of the project, including consultations, surveys, soil investigations, supervision, "as- built" drawings, arrow diagram (CPM/PERT, for example) where applicable, and incidental costs.
13. The basic fee does not exceed that prevailing for comparable services in the project area. If the total fee is in excess of the prevailing rate because of special services to be performed, these services are identified in the agreement. Such additional charges may be approved for funding under the EDA grants if they:
 - a. Do not duplicate charges for services provided for in the basic fee;
 - b. Are a proper charge against the project cost; and
 - c. Are reasonable for the extra services to be rendered.
14. Regardless of who furnishes the construction inspector, the agreement requires the A/E to make sufficient visits to the project site to determine, in general, if the work is proceeding in accordance with the construction contract.
15. The required federal contract provisions included (Refer to Appendix II to 2 CFR Part 200 - Contract Provisions for Non-Federal Entity Contracts under Federal Awards.)
16. The A/E Agreement states a specific timetable for:
 - a. Completing preliminary plans and associated cost estimates;
 - b. Completing final plans, specifications, and cost estimates;
 - c. Securing required State and local approvals; and
 - d. Completing proposed contract documents sufficient for soliciting bids.

Y	N	NA
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17. The A/E agreement provides for surveillance of project construction to assure compliance with plans, specifications, and all other contract documents. If the Recipient chooses the A/E as the project inspector, the requirements for inspection services shall be clearly defined and the amount the Recipient is required to pay for such services shall be stated.
18. The A/E agrees to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector, if the inspector is furnished by the A/E. (EDA recommends that the A/E take insurance, when available, to cover liability for such damages.)
19. The A/E agrees to supervise any required subsurface explorations such as borings and soil tests to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the A/E or by others paid by the Recipient.
20. The A/E agrees to attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award.
21. The A/E agrees to review proof of bidder's qualifications and recommend approval or disapproval.
22. The Recipient has checked the website www.SAM.gov and has verified that the A/E does not appear on the Excluded Parties List.
23. For contracts over \$100,000, an executed copy of the Certification Regarding Lobbying has been submitted from the contractor as required by Section 1352, Title 31, of the U.S. Code.
24. The A/E agrees to submit a report not less frequently than quarterly to the Recipient covering the general progress of the job and describing any problems or factors contributing to delay.
25. The executed A/E Contract has been reviewed by the Recipient's Attorney.

The company/firm name and address of the Architect/Engineer is:

If the Architect/Engineer *will not be performing project inspection services*, the firm name and address that will provide inspection services is listed below and was selected in accordance with the procurement standards set forth in 2 CFR Part 200; or the in-house employee name and department conducting construction inspection services is listed below:

The contract price for basic A/E services is	\$
The contract price for other/extra A/E services is	\$
The estimate for reimbursable expenses is (if applicable)	\$
The contract price for inspection services is	\$

Prepared By (Name & Title)

Prepared By (Signature)

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 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 of Lobbying Activities," 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.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:

* Last Name: Suffix:

* Title:

* SIGNATURE:

* DATE:

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance 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, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by

Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]