CITY AND COUNTY OF HONOLULU

SOLICITATION NO. RFB-HFD-1570406
Furnish and Deliver Tanker Apparatus with Integrated Compressed Air Foam System (CAFS)
Honolulu Fire Department

ADDENDUM NO. 5

Honolulu, Hawaii

February 3, 2023

TO ALL PROSPECTIVE OFFERORS:

The following changes are hereby made and incorporated as part of Solicitation No. RFB-HFD-1570406:

1. Delete Notice to Offerors – Special Instructions to Offerors, Section V, Vehicle Industry Licensing Act in its entirety and replace with the following:

"V. Offeror Qualifications.

Within five (5) business days from the City's request, the Offeror shall provide the following documentation substantiating the following qualification requirements:

A. License

The Offeror shall provide documentation substantiating their compliance with the Vehicle Industry Licensing Act in accordance with Section 437 of the Hawaii Revised Statutes.

B. Service and Repair Facility

The Offeror shall provide the following information for the service and repair facility as required in Appendix A: Scope of Work, Section VII(B), Service and Repair Facility:

- Name of Company
- License
- Address
- Contact Name
- Phone Number
- Email Address
- Fax Number
- Documentation substantiating the facility is authorized by the apparatus manufacturer to provide warrantied service and repairs.

C. List of Manufacturers

In the event the Apparatus manufacturer is not a single source Apparatus manufacturer for the cab, chassis, and body, the Offeror shall indicate the cab,

chassis, and body manufacturers utilized for assembly of the Apparatus in the appropriate fields in Appendix C: Pricing/Certifications."

2. Appendix A: Scope of Work

A. Delete Section II, Single Source Apparatus Manufacturer, in its entirety.

B. Renumber Section III, Required Testing and Certification, to II and continue numbering for subsequent sections.

C. Delete the 2nd paragraph in Section VII(A), Single Point of Contact for All Warranty Issues, in its entirety and replace with the following paragraphs to fall directly under Section VII, Warranty:

"The Contractor shall be the City's single point of contact for all warranty issues. The Contractor shall be responsible for coordinating all warranty services and repairs, which shall start upon the City's Final Acceptance of the Apparatus.

The City reserves the right to apply liquidated damages, pursuant to Appendix D: Special Provisions, Section VIII, Liquidated Damages, if the Contractor fails to respond to emergency and non-emergency trouble calls within the respective timeframe as specified in Appendix A: Scope of Work, Sections VI(B)(1) and (2) below and fails to provide documentation substantiating reason for the delay(s)."

D. Renumber Section VII(B), "Bumper to Bumper" Warranty, to A and continue numbering for subsequent sections.

E. Delete Section VIII(A), Service and Repair Facility, in its entirety and replace with the following:

"A. Service and Repair Facility

The Contractor shall maintain their established facility on Oahu to service and repair the furnished Apparatus. The facility must continue to be AUTHORIZED BY THE MANUFACTURER OF THE APPARATUS to provide the warrantied service and repairs with an adequate supply of parts. If the Contractor does not have its own facility on Oahu, the Contractor shall designate a facility that remains authorized by the manufacturer of the equipment. The City reserves the right to inspect the facility.

The City may request a copy of the agreement between the manufacturer of the Apparatus being offered and the Service and Repair Facility. In addition, if the Service and Repair Facility is other than the Contractor's own, the City may request a copy of the agreement between the Contractor and the designated facility to provide service and repair under the manufacturer's warranty."

F. Delete Section VIII(C), Proprietary Components, in its entirety and replace with the following:

"C. Proprietary Components

The Contractor shall submit the catalog and technical data of all proprietary components for the apparatus (excluding custom fabricated body panels and

fairings) at the Pre-Construction Meeting. The technical data shall include a detailed scope of supply, detailed bill of materials (price breakdown of the itemized proprietary components list, and annotated specification sheets of all proprietary components.

3. Exhibit A

A. Delete Exhibit A, C. Technical Requirements, Dimensions and Performance Requirements in its entirety and replace with the following:

"DIMENSIONS AND PERFORMANCE REQUIREMENTS

1. Maximum overall Apparatus width: Shall not exceed 116".
2. The outside dimension of the cab shall be 96" wide.
3. Maximum overall Apparatus length: Shall not exceed 415".
4. Maximum overall Apparatus height: Shall not exceed 143.5".
5. Maximum Wheel Base: Shall not exceed 230".
6. Minimum GVWR Rating: Shall be no less than 46,000 lbs.
7. Seating Capacity: Minimum of two (2) passengers.
8. Top Speed of Apparatus: A rear axle ratio shall be furnished to allow the Apparatus to reach an approximate minimum speed of 60 miles per hour (mph)."

B. Delete Exhibit A, C. Technical Requirements, Cab Design, 1. Cab Design, paragraph 2 in its entirety and replace with the following:

"The cab shall be designed, fabricated, assembled in its entirety, and installed on the frame rails in the factory of the Contractor or sub-contractor. The responsibility in warranty and service shall fall onto the Contractor. NO EXCEPTIONS TO THIS REQUIREMENT."

C. Delete Exhibit A, C. Technical Requirements, Chassis, 3. Front Axle, paragraphs 1 and 2 in their entirety and replace with the following:

"The front axle shall be a full floating front driving steering axle. The axle shall have a rated capacity of minimum sixteen thousand (16,000) lbs. or rated capacity for the Apparatus being offered. Make and model: Fabco Model SDA-1600, Marmon-Harrington 4x4 Front Axle or approved substitute.

The brake chambers shall be sized for this special application at minimum thirty (30) square inches."

D. Delete Exhibit A, C. Technical Requirements, Chassis, 4. Transfer Case, paragraph 1 in its entirety and replace with the following:

"The Fabco transfer case, Meritor transfer case or approved substitute, shall be a 2-speed with high and low range. The gears shall be helical cut with constant mesh to minimize operating noise."

E. Delete Exhibit A, C. Technical Requirements, Chassis, 5. Front Suspension, paragraphs 1, 2, and 3 in their entirety and replace with the following:

"Front suspension shall be leaf springs, standard leaf spring pack, or approved substitute. The spring shall be permanently pinned at the front and have a shackle double pinned mounting at the rear. Spring pins shall be provided, with double "figure-eight" grease grooves and a layer of electrolysis nickel plating. The bushing that holds the spring pin in place shall also have a grease groove.

Suspensions allowing the spring to float freely at the ends without a permanent pin shall not be acceptable.

The front leaf springs, standard leaf spring pack, or approved substitute, shall have a minimum capacity at ground rating of 16,000 lbs. or a rated capacity for the Apparatus being offered. All springs shall be of center bolt design. All spring pins shall be positively restrained from rotating in brackets and shackles."

F. Delete Exhibit A, C. Technical Requirements, Chassis, 7. Front Disc Brakes, paragraph 1 in its entirety and replace with the following:

"The front brakes shall be Fabco S-Cam 16.50" x 5.00", Marmon-Harrington S-Cam brakes or approved substitute, rated application for axle provided. The front brakes shall be fully air actuated with "unhanded" automatic slack adjusters. Grease fittings shall be left in place on the slack adjusters."

G. Delete Exhibit A, C. Technical Requirements, Chassis, 9. Rear Axle, paragraph 1 in its entirety and replace with the following:

"The rear axle shall have a minimum capacity of 35,000 lbs. or a rated capacity for the Apparatus being offered. The axle shall be a single reduction type and have a gear ratio as required. The final gear ratio will be determined by the authorized HFD personnel during the Pre-Construction Meeting. Oil seals shall be provided as standard equipment. Make and model: Meritor Model RS-35-185, Meritor RT-46-160 or approved substitute."

H. Delete Exhibit A, C. Technical Requirements, Sirens and Horns, 4. Air Horn System, paragraph 1 in its entirety and replace with the following:

"One (1) air horn, Grover Stuttertone, Hadley Air Horns or approved substitute shall be provided and installed in the front bumper and recessed inside the frame rail on the driver's side. The air horn system shall be piped to the air brake system wet tank, utilizing minimum 0.38" tubing. A pressure protection valve shall be installed to prevent the loss of air in the brake system."

4. Appendix B: Term/Schedule of Work

A. Delete Section I, Time of Performance, paragraph 1 in its entirety and replace with the following:

"The Contractor shall deliver the Apparatus within one thousand (1,000) calendar days from the City's official commencement date on the City's Notice to Proceed (NTP)."

B. Delete Section II, Schedule of Work, in its entirety and replace with the following:

"II. SCHEDULE OF WORK

As specified in Appendix A, the schedule of work shall be as follows:

Task	Requirement
Pre-Construction Meeting Submittal	Within sixty (60) calendar days after the City's execution of the Contract.
Pre-Construction Meeting	Within sixty (60) calendar days after the O-I-C's approval of the Pre-Construction Meeting Submittal.
Finalized Construction Submittal	Within ninety (90) calendar days after the O-I-C's approval of the Pre-Construction Meeting.
Construction Phase	Only after the City approves the finalized construction submittal and issues a NTP for Construction.
Mid-Point Inspection	When the Apparatus of the Contractor's build is between 60% and 70% complete.
Final Construction Inspection	Prior to shipping the Apparatus.
Final Acceptance Inspection	Once the Apparatus is delivered to the FOB Final Destination.
Final Delivery and Acceptance	Within one thousand (1,000) calendar days from the City's official commencement date on the City's NTP."

5. Appendix C: Pricing/Certifications

Delete Appendix C: Pricing/Certifications in its entirety and replace in lieu thereof the attached Appendix C: Pricing/Certifications, Addendum No. 5.

6. The following clarifications/questions have been received for Solicitation No. RFB-HFD-1570406:

A. Notice to Offerors Page 2 Cost Analysis Data:
We will not provide a detailed cost layout of our proposal.

City Response: Notice to Offerors – Instructions to Offerors, Section VI, Cost Analysis Data is pursuant to the Hawaii Revised Statutes 103D-21 and Hawaii Administrative Rules 3-122 Subchapter 15.

B. Appendix A Scope of Work Page 1 Single Source Apparatus Manufacturer:
We no longer produce the cab shell in house, this component is sub-contracted to an outside firm but is still built to match all engineering and safety constraints of Manufacturer.

City Response: That is acceptable. See Change Nos. 1 and 2, A above.

C. Appendix A Scope of Work Page 1 Required Test and Certification:
We are proposing Mistras for all required Third Party NFPA required testing. This is the same firm we utilized at the Nesquehoning facility or the last Honolulu pumper purchase which was accepted by the HFD inspection team.

City Response: That is acceptable.

D. Appendix A Scope of Work Page 2 City Approval:
We will not accept any liquidated damages for this contract due to the volatility of the market at this time.

City Response: Liquidated damages will remain as stated in Appendix D: Special Provisions, Section VII, Liquidated Damages.

E. Appendix A Pre-Construction Meeting Submittal Page 2:
We will provide preliminary samples of all required documents, once the meeting has been completed and all changes accepted. Actual engineering layouts will be provided for customer approval throughout the engineering process.

City Response: This is acceptable.

F. Appendix A Finalized Construction Submittal Page 4:
We will provide the required documentation listed in this area as the build progresses for review by the Fire Department due to the extended build time of the apparatus.

City Response: This is acceptable.

G. Appendix A Pre-Final Acceptance Inspection Page 9:
The duplication of the final inspection can be conducted by the Fire department once the vehicle reaches the department after shipment, but we are requiring the apparatus be paid for upon notification to ship from the manufacturing facility. Any items found during this inspection will be repaired by our approved representative and dealer through the warranty process.

City Response: Not acceptable. The City will not pay for apparatus until Final Acceptance is completed at shipping destination per Appendix D: Special Provisions, Section I(A).

H. Appendix A Final Acceptance Inspection Page 9:
The duplication of the final inspection can be conducted by the Fire department once the vehicle reaches the department after shipment, but we are requiring the apparatus be paid for upon notification to ship from the manufacturing facility. Any items found during this inspection will be repaired by our approved representative and dealer through the warranty process.

City Response: Not acceptable. The City will not pay for apparatus until Final Acceptance is completed at shipping destination per Appendix D: Special Provisions, Section I(A).

I. Exhibit A Single Source Manufacturer Page 1:
We no longer produce the cab shell in house, this component is sub-contracted to an outside firm but is still built to match all engineering and safety constraints of Fire.

City Response: This is acceptable. See Change Nos. 1 and 2, A above.

J. Exhibit A Dimensions and Performance Requirements Page 3:
We are proposing an overall length of 415 inches and requested remove the crew area dimensions since there is no crew area to be provided.

City Response: This is acceptable. See Change No. 3, A above.

K. Exhibit A Cab Design Page 3:
We no longer produces the cab shell in house, this component is sub-contracted to an outside firm but is still built to match all engineering and safety constraints of Fire.

City Response: This is acceptable. See Change Nos. 1 and 2, A. above.

L. Exhibit A Cab Doors Page 4:
No will be now crew entry doors on this cab due to the request being a two-seat design by the fire department.

City Response: This is acceptable since this will be a two (2) door apparatus and not a four (4) door crew cab.

M. Exhibit A Front Axle Page 9:
We are proposing the use of a Marmon-Harrington 4x4 front axle in lieu of the Fabco.

City Response: This is acceptable. See Change No. 3, C above.

N. Exhibit A Transfer Case Page 10:
We are proposing the use of a Meritor transfer case in lieu of the Fabco.

City Response: This is acceptable. See Change No. 3, D. above.

O. Exhibit A Front Suspension Page 10:
We are proposing the use of a standard leaf spring pack, full details will be provided in the proposal specification.

City Response: This is acceptable. See Change No. 3, E above.

P. Exhibit A Front Disc Brakes Page 10:
We are proposing the use of Marmon-Harrington S-Cam brakes to match the front axle being provided.

City Response: This is acceptable. See Change No. 3, F above.

Q. Exhibit A 9. Rear Axle:
We are proposing the use of a tandem axle design due to the requirements of this proposal. We are proposing the use of a Meritor RT-46-160 48,000-pound capacity.

City Response: This is acceptable. See Change No. 3 G above.

R. Exhibit A Air Conditioning Page 19:
We are proposing the use of the Non-S2020 HVAC system, this system mimics the performance of previous units delivered.

City Response: This is acceptable.

S. Exhibit A Air Horn System Page 29:
We are proposing the use of Hadley air horns due to Grover being out of business.

City Response: This is acceptable. See Change No. 3 H above.

T. Exhibit A Paint Page 55:
We will paint to Skikkens recommendation thickness.

City Response: The number of paint coats will not matter, so long as the mil thickness specified is met.

U. Appendix B Time of Performance Page 1:
We are proposing a 1,000-day delivery time for the build.

City Response: Acceptable. See Change No. 4 above.

V. Appendix B Liquidated Damages Page 1:
We will not accept any liquidated damages for this contract due to the volatility of the market at this time.

City Response: Liquidated damages will remain as stated in Appendix D: Special Provisions, Section VII, Liquidated Damages.

W. Appendix D Liquidated Damages Page 1:
We will not accept any liquidated damages for this contract due to the volatility of the market at this time.

City Response: Liquidated damages will remain as stated in Appendix D: Special Provisions, Section VII, Liquidated Damages.

PAULA A. YOUNGLING
Purchasing Administrator

THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND SUBMITTED AS THE OFFEROR'S BID.

The Offeror shall not include samples or descriptive literature unless expressly requested. Any unsolicited samples, descriptive literature, or attachments will not be examined or tested, and will not be deemed to vary any of the City's provisions or requirements.

APPENDIX C: PRICING/CERTIFICATIONS

_____
Name of Offeror (Legal Name)

Director of Budget and Fiscal Services
City and County of Honolulu
Honolulu, Hawaii 96813

SOLICITATION NO. RFB-HFD-1570406

The undersigned hereby agrees to complete the specified work herein, at the bid prices quoted below, in strict compliance with this Appendix C, Appendix A: Scope of Work, Appendix B: Term/Schedule of Work, Appendix D: Special Provisions and Appendix E: General Terms and Conditions attached hereto and by reference made a part thereof.

DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
Tanker Apparatus with Integrated Compressed Air Foam System (CAFS)	2	EA	$	$

Cab Manufacturer: _____

Chassis Manufacturer: _____

Body Manufacturer: _____

PURCHASE OPTION

The City shall have a Purchase Option to increase the purchase quantity pursuant to the Purchase Option provision of Appendix D: Special Provisions.

PROGRESS OF PAYMENTS

1. Construction Phase Progress Payments

   At the City's sole discretion, the City may permit progress payment during the construction phase in accordance with the City's General Terms and Conditions.

2. Final Delivery, Acceptance and Payments

   Upon the City's Final Acceptance of all Apparatuses, the City shall issue the Final Payment for the remaining balance. The Contractor must submit all necessary invoices to start the payment process.

It is understood and agreed that the goods and/or services as specified herein are being furnished for the exclusive use of the City and County of Honolulu.

It is also understood and agreed that the bid prices include all taxes which shall be applicable to the products or services or the furnishing, sale or purchase thereof whether assessed against, chargeable to or payable by the City and County of Honolulu or any of its agencies or the undersigned.

It is also understood and agreed that unless otherwise specified in the solicitation, prices offered shall be based on f.o.b. place of destination and shall include all applicable freight, delivery, handling and related charges.

It is also understood and agreed that the Offeror agrees to submit its offer in accordance with the General Instructions and the General Conditions attached hereto by reference. Since the instructions shall apply to the solicitation only, the instructions shall not be included as a part of the contract.

It is also understood and agreed that the Director of Budget and Fiscal Services reserves the right to accept or reject any or all offers if, in the Director's opinion, such acceptance or rejection will be in the best interest of the City and County of Honolulu.

The Offeror further understands and agrees that by submitting this offer, the Offeror is declaring that its offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and that the offer is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check one only)**

☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;

OR

☐ A **Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii.

State of Incorporation or Organization: _____

Offeror is: ☐ Sole Proprietor; ☐ Partnership; ☐ Corporation; ☐ Joint Venture;

☐ Other: _____

Respectfully submitted,

_____
Name of Offeror

_____
Signature

_____
Print Name and Title of Above

Business address: _____
(Street Address)

City, State, Zip Code: _____

Business mailing address: _____
(If other than address above)

City, State, Zip Code: _____

Payment mailing address: _____
(If other than address above)

City, State, Zip Code: _____

Business Telephone No: _____

Business Cellular No: _____

Business Fax No.: _____

Business E-Mail Address: _____

Person to Contact if Awarded: _____

Last 4 numbers of Federal Identification No.: XX-XXX _____

- Or - Last 4 numbers of Social Security No. if Sole Proprietor: XXX-XX- _____

ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES PROVISIONS

PROJECT NAME: Furnish and Deliver Tanker Apparatus with Integrated Compressed Air Foam System (CAFS)

This is to certify that I, the undersigned, of _____

_____

Name of Contractor

understand and agree to the provisions for Liquidated Damages, of Appendix D: Special Provisions, and that submittal of our bid constitutes acceptance of the provision and amount of liquidated damages that may be assessed per calendar day as specified in Appendix D: Special Provisions.

_____

Signature and Title

_____

Date

(Failure to submit this form with the bid may be cause for rejection.)

CERTIFICATE OF ACCEPTANCE
OF SOLICITATION REQUIREMENTS

It is understood and agreed that the undersigned acknowledges the following:

1. The Offeror has read this solicitation document including any addenda, in its entirety;

2. The Offeror understands and agrees to furnish, deliver, and perform the requirements of the solicitation in strict compliance with the solicitation document as amended, including any specifications, plans, and scope of work descriptions, without any exceptions, if awarded a contract;

3. The Offeror understands and agrees that no substitution or alternate brands may be furnished without the **written approval** of the City;

4. The Offeror understands that the Contractor shall resolve any noncompliance with the requirements of the awarded contract at the Contractor's own expense;

5. The Offeror will make all modifications or customizations to the brand and model being offered as necessary to meet all specifications, at no additional cost. Offeror guarantees that all modifications or customizations done to meet specifications shall not affect the quality or operation of the product; and

6. The Offeror understands that **FAILURE TO MEET CONTRACT REQUIREMENTS WILL CONSTITUTE A BREACH OF CONTRACT THAT MAY RESULT IN SUSPENSION OR DEBARMENT, AND THE EXERCISE OF RIGHTS AND REMEDIES AS PROVIDED BY LAW.** Contract requirements include any specifications, plans, and scope of work descriptions;

7. The undersigned is an authorized representative of the Offeror and can legally obligate the Offeror thereto.

Offeror: _____

Signature: _____

Title: _____

Date: _____

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name Prime Contractor: _____

Name of Project: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: _____

Address and Zip Code: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   Yes ☐ No ☐

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   Yes ☐ No ☐

3. Bidder has filed all compliance reports due under applicable instructions, including EEO-1.

   Yes ☐ No ☐

2. If answer to item 3 is "No," please explain in detail on reverse side of this certification.

Certification - the information above is true and complete to the best of my knowledge and belief.

_____ _____

Signature Date

_____ _____

Name of Signer (Please Type) Title of Signer (Please Type)

CERTIFICATION BY BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address and Zip Code: _____

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause. (If yes, identify the most recent contract)

   Yes ☐ No ☐ Contract: _____

2. Compliance reports were required to be filed in connection with such contract or subcontract. (If yes, identify the most recent contract)

   Yes ☐ No ☐ Contract: _____

3. Bidder has filed all compliance reports due under applicable instructions, including SF- 100.

   Yes ☐ No ☐ None Required ☐

4. If "No", please explain in detail on a separate sheet.

5. Have you ever been, or are you being considered, for sanctions due to the violation of Executive Order 11246, as amended?

   Yes ☐ No ☐

6. Bidder certifies that he/she will, if required, furnish a written Affirmative Action Program; and that he/she will, if required, obtain and submit written Affirmative Action Programs from subcontractors within a specified time after award of contract

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Certification - the information above is true and complete to the best of my knowledge and belief.

_____	_____
Signature	Date
_____	_____
Name of Signer (Please Type)	Title of Signer (Please Type)

PRIME CONTRACTOR CERTIFICATION OF ELIGIBILITY
(INITIAL CERTIFICATION)

Name Prime Contractor: _____

Name of Project: _____

This is to certify that the above named prime contractor and the subcontractors on the subcontractor listing of the Bid Proposal submitted for the subject project are all eligible for award of a Federally-assisted or insured subcontract and I have verified their eligibility through the System for Award Management (SAM) (www.SAM.gov).

Any revision to this initial certification shall be subject to the approval of the Contracting Officer and certification of the subcontractor/lower-tier subcontractor's eligibility. It is understood that should any subcontractor/lower-tier subcontractor be found ineligible after award of a contract, HUD will require its contract be terminated and will refer the matter to the U. S. Department of Labor for appropriate action.

_____ _____
Signature Date

_____ _____
Name of Signer (Please Type) Title of Signer (Please Type)

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 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 subawardees 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, United States Code (as amended by the Lobbying Disclosure Act of 1995). 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. § 3801 et seq., apply to this certification and disclosure, if any.

Name of Project: _____

_____ _____

Signature Date

_____ _____

Name of Signer (Please Type) Title of Signer (Please Type)

NOTE: THE CONTRACTOR IS REQUIRED PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OF $100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID $100,000 OR MORE UNDER THIS CONTRACT.

CONFLICT OF INTEREST CERTIFICATION

I, _____ certify that (check one):

☐ I do not have any relationships or conflicts with any firms or individuals that would preclude my selection by the CITY for this contract.

☐ I have had the following relationships with the specific firm(s) or individual(s), identified on the attached sheet, which may exclude my participation on this Agreement. I understand that based on the information I have provided, the CITY may exclude me from further consideration and the CITY may withdraw my selection. I further certify that the degree and extent of my relationship with these named firm(s) or individual(s) have been fully disclosed on the attached sheet.

I further agree to abide by the provisions of 2 CFR § 200.112 and 24 CFR § 570.611.

_____	_____
Signature	Date
_____	_____
Name of Signer (Please Type)	Title of Signer (Please Type)

CERTIFICATION OF PRIMARY PARTICIPATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (potential contractor for a major third party contract),

_____ certifies to the best of its knowledge and belief that it and its principals:

1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

2. Have not within a three year period preceding this quote been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph two (2) of this certification; and

4. Have not within a three year period preceding this quote had one or more public transactions (federal, state or local) terminated for cause or default. If the Primary Participant (potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____	_____
Signature	Date
_____	_____
Name of Signer (Please Type)	Title of Signer (Please Type)

SYSTEM FOR AWARD MANAGEMENT REGISTRATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently **registered** and **active** in the System for Awards Management (SAM.gov) database, prior to submission of a bid or proposal.

To register go to the SAM.gov and follow the online instructions to Register Your Entity or Get a Unique Entity Identifier (UEI).

SAM.gov is an official website of the United States Government and there is no cost to use or register on SAM.gov

Name Prime Contractor: _____

Please provide your business' Unique Entity Identifier (UEI): _____

NOTE: Upon bid/proposal opening, the City will enter the bidder's/proposer's UEI into the SAM.gov database. If the prospective bidder/proposer is not listed as **active** in the database, the bid will be deemed non-responsive and disqualified from consideration of award.

CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential subcontractor under a major third party contract),

_____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER TIER PARTICIPANT (POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

_____	_____
Signature	Date
_____	_____
Name of Signer (Please Type)	Title of Signer (Please Type

END OF APPENDIX C.