Invitation to Bid

Invitation to Bid for Auburn Municipal Pool Renovations

Project Description and Identifiers

The City of Auburn Nebraska is accepting sealed bids for the renovation of the Auburn Municipal Pool at 1020 H Street in Auburn, Nebraska.

Scope of work to include:

Turnkey installation of a new splashpad with balance tank, aquatic play features, heaters, and needed drains, valves, pumps and filters, chemistry controllers, and surfaces per finish schedule in accordance with sealed drawings.

Restoration of the pool and pool mechanical room, including pool shell restoration per finish schedule, remove old pool filter equipment, supply and install new pool filter equipment, remove and replace pool heater, provide and install called for chemistry controllers, fans, provide and install all called for ultraviolet treatment equipment, provide and install called for auto-fill equipment, refurbish waterslide, provide and install specified new deck with bonding, install and provide new aquatic play features in accordance with sealed drawings.

Bidder shall provide all called for demolition, excavation, layout, refurbishing, rail goods, pumps, valves, piping, fittings, anchors, required signage and markers in the provided Drawings. It is the bidder's responsibility to review and comply with all instructions and specifications in the provided drawings. It is the bidder's responsibility to provide all needed labor, housing, insurance, bonding, shop drawings, submittals, protection of existing facility, and communications to successfully execute the provided plans.

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Prior to submission of a bid proposal, the contractor shall visit the site and become familiar with all existing conditions and limitations that impact the work of this contract. no additional costs to the owner shall be permitted for changes to the work as a result of the contractors failure to visit the site prior to bidding and identify items that were able to be verified during a site visit prior to the submission of a bid proposal.

See Detailed Project Sealed Drawings for further detail.

a. Project Name: Auburn, Legion Park - Multi-Sports Court and Pool Refurbishment

b. NPS Project ID: NPS 31-01124

Federal Funding Notice

The project is federally assisted through Land and Water Conversation Fund, NPS Grant NPS Project ID: NPS 31-01124 Auburn, Legion Park - Multi-Sports Court and Pool Refurbishment. Contracts awarded under this invitation for bids will be subject to federal laws and related acts.

Contractor Submittals

Interested contractors shall provide *a sealed bid or response to this request for proposals* including the following information:

1. Cover letter explaining the contractor's experience, qualifications and ability to perform the required services.
2. Location or locations of business operations, years in operation, number of staff, including a list of employees with years of experience and any relevant certifications
3. References. The consultant shall provide at least three client references. References shall include the name, phone number and email address of the person employed by the client who works most closely with the contractor on a day-to-day basis.
4. Cost. Contractors shall clearly provide a lump sum bid that provides delivery of all specified supply, construction and service identified in text and sealed drawings.
5. List of sub-contractors.
6. A paragraph on the contractor's experience managing Land & Water Conservative Funds, federal funds, or environmental grants.

Receipt of Submittals and Announcement

Sealed bids will be received by the **City of Auburn** at 1101 J Street, Auburn, Nebraska 68305 until **Wednesday, November 4, 2026** at 11:00 am and will be opened and publicly read at 11:00 am on the same date. The City of Auburn reserves the right to reject any and/or all bids and to waive informalities and irregularities, to reject all and any proposal that is not responsive, does not conform with the proposal requirements, or is not attainable in consideration of the City's available budget, and to make awards on bids which furnish the materials and installation required.

Evaluation of Submissions

Submissions will be evaluated based on the following criteria:

1. Overall quality and experience of contractor and staff.
2. References.
3. Cost.
4. Quality and suitability of equipment in meeting design concept and community needs.

Short-listed contractors may or may not be asked to attend an in-person interview. The City of Auburn intends to enter into an agreement with the successful contractor.

Questions Regarding this Invitation to Bid

Questions regarding this project may be submitted to: Crystal Dunekacke, City of Auburn, City Administrator, crystald@auburn.ne.gov , or (402) 274-3420 ext 306.

Anticipated Project Schedule

Bid submission Deadline	**November 4, 2026**
Selection of contractor	**November 9, 2026**
Demolition	November 2026 – March 2027
Construction	November 2026 – May 2027
Substantial completion, preparation of punch list	April 30, 2027
Completion	May 15, 2027

Detailed Project Description

The work is generally described as follows:

Turnkey installation of a new splashpad with balance tank, aquatic play features, heaters, and needed drains, valves, pumps and filters, chemistry controllers, and surfaces per finish schedule in accordance with sealed drawings.

Restoration of the pool and pool mechanical room, including pool shell restoration per finish schedule, remove old pool filter equipment, supply and install new pool filter equipment, remove and replace pool heater, provide and install called for chemistry controllers, fans, provide and install all called for ultraviolet treatment equipment, provide and install called for auto-fill equipment, refurbish waterslide, provide and install specified new deck with bonding, install and provide new aquatic play features in accordance with sealed drawings.

Bidder shall provide all called for demolition, excavation, layout, refurbishing, rail goods, pumps, valves, piping, fittings, anchors, required signage and markers in the provided Drawings. It is the bidder's responsibility to review and comply with all instructions and specifications in the provided drawings. It is the bidder's responsibility to provide all needed labor, housing, insurance, bonding, shop drawings, submittals, protection of existing facility, and communications to successfully execute the provided plans.

All required site, concrete, finishing, plumbing, painting, feature installation, fencing, low volt electrical, mechanical and line electrical work shall be included under the contract.

Plans

Exhibit A – Renovation plan set

Notice to Bidders:

a. Project Name: Auburn, Legion Park - Multi-Sports Court and Pool Refurbishment

b. NPS Project ID: NPS 31-01124

c. THIS PROJECT IS FEDERALLY ASSISTED. CONTRACTS TO BE AWARDED UNDER THIS INVITATION FOR BIDS WILL BE SUBJECT TO FEDERAL LAWS AND RELATED ACTS.

Federal Provisions

(§§ 200.321) **Contracting with Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms**

a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

b) Such consideration means:
    1. These business types are included on solicitation lists;
    2. These business types are solicited whenever they are deemed eligible as potential sources;
    3. Dividing procurement transactions into separate procurements to permit maximum participation by these business type;
    4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
    5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    6. Requiring a contractor under a Federal award to apply this section to subcontracts.

(§§ 200.322) **Domestic preferences/Build America, Buy America Act**

As an infrastructure project, projects totaling over $250,000 must be BABAA compliant. All products must meet BABAA requirements. Domestic Preference: Iron and steel products, Manufactured Products, and Construction Materials used in this project comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58

Terms for Build America, Buy America:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

4. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that each applicable Manufacturer will comply with BABAA, must be included with the bid submission. Contractor shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA requirement and documentation.

Contractor shall certify upon completion that all work and materials have complied with BABAA requirements.

For any change orders, Contractor shall provide BABAA compliant documentation for any new products or materials required by the change.

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. An approved Manufacturer's Certification or waiver prior to items being delivered to the project site is required.

By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

Any request for substitute or "or equal" shall include a Manufacturer's Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58.

(§§ 200.323) **Procurement of Recovered Materials**

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(§§ 200.326) **Bonding Requirements**

Bidders will be required to follow 2 CFR § 200.326

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(§§ 200.327) **Contract Provisions**

In addition to other provisions required by the Federal agency or non-Federal entity (including NGPC) all contracts 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 affected 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). Does not apply.

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. Does not apply.

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. Procurement of Recovered Materials (§§ 200.323) – see previous labeled section

K. Prohibition on certain telecommunications and video surveillance services or equipment (§§ 200.216). Recipients and subrecipients are prohibited from obligating or expending grant funds to procure, obtain, extend, or renew a contract for telecommunications and video surveillance services or equipment.

L. Build America, Buy America (§§ 200.322) – see previous labeled section.

Additional Provisions

A. Accessibility. The Project must comply with the requirements of the Americans with Disabilities Act of 1990 42 U.S.C. §§12101 et seq. (“ADA”) and Architectural Barriers Act of 1968 42 U.S.C. §§4151 et seq. (“ABA”) and regulations promulgated thereunder. The guidelines can be accessed on the following webpage: https://access-board.gov/ada/

B. LWCF Acknowledgement Signs – Provided by Owner

a. Temporary signs. In accordance with 54 U.S.C § 200307, when acquisition, development, and/or combination projects totaling $500,000 or more are initiated, the site must have an appropriate temporary sign on or near the affected site. Such signage should indicate the action taken is a product of funding derived from the Outer Continental Shelf receipts made available through the LWCF. Unless precluded by local sign ordinances, temporary signs shall be no less than 2 feet by 3 feet and have sufficient contracts between the background and the lettering to make the sign readily visible without being intrusive. For development and combination project, the temporary signage shall be placed at the initiation of construction and remain until project is completed. The sign should include the source, percent, and dollar amount of all federal, state, and/or local funds and the type of project. Example given below:

THE CITY OF AUBURN NEBRASKA

Public Outdoor Recreation Site Development Aided by the Federal

LAND AND WATER CONSERVATION FUND
Administered by the
National Park Service
U.S. Department of the Interior and
Nebraska Game and Parks Commission

Funding

LWCF 24% $600,000
CCCFF 22% $562,000
City of Auburn 54% $1,382,029
TOTAL PROJECT $2,544,029

Source of funding includes monies derived
from Outer Continental Shelf Federal Receipts

b. Permanent signs. To be addressed by the project sponsor after the project is completed.

c. LWCF Logo. The use of the LWCF Logo on temporary and permanent project signs is required.

BID FORM

TO:
Owner:
City of Auburn
1101 J Street
Auburn, Nebraska 68305

FOR:
Project: ***Auburn Municipal Pool Renovations***

DATE: _____ (BIDDER TO ENTER DATE)

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name _____

1. Address _____

2. City, State, Zip_____

OFFER

_____

_____ dollars

($_____), in lawful money of the United States of America.

1. We have included the required security Bid Bond as required by the Instruction to Bidders.
2. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

ACCEPTANCE
A. This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.
B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.
C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME
A. If this Bid is accepted, we will bring the project to substantial completion by:

_____(Contractor to fill out date)

CHANGES TO THE WORK
A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 10 percent overhead and profit on the net cost of our own Work;
2. 5 percent on the cost of work done by any Subcontractor.
B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 50 percent of the overhead and profit percentage noted above.

ADDENDA
A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # _____ Dated _____.

2. Addendum # _____ Dated _____.

3. Addendum # _____ Dated _____.

4. Addendum # _____ Dated _____.

REQUIRED BID ENCLOSURES

A. The following documents shall accompany this Bid, as applicable, and are required for a complete and valid Bid submission:
1. Bid Security, as required by the Instructions to Bidders.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Attachment A, completed and signed, with any required explanation.
3. Certification Regarding Lobbying—Attachment C, completed and signed.
4. Standard Form LLL, Disclosure of Lobbying Activities, if applicable.
5. BABAA manufacturer compliance statement, when a specific manufacturer is identified in the Bid.

BIDDER ACKNOWLEDGEMENTS
A. The Bidder acknowledges the subcontracting participation requirements of the LWCF Federal Provisions and Certifications.
B. The Bidder acknowledges that it shall provide its Unique Entity Identifier (UEI) and proof of active SAM.gov registration before award of the Contract, and shall furnish corresponding documentation for each Subcontractor before execution of the applicable Subcontract and before the Subcontractor begins Work. Submission of the Bidder's documentation and a list of proposed Subcontractors, with their corresponding documentation if available, is strongly encouraged with the Bid to expedite verification, but is not required at Bid opening.

BID FORM SIGNATURE(S)

_____

(Bidder - print the full name of your firm)

_____

(Signature of Authorized Signing Officer)

_____

(Print Name and Title of Signing Officer)

Attachment A

U.S. DEPARTMENT OF THE INTERIOR

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

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This certification is required by the regulations implementing Executive Order No. 12549, Debarment and Suspension, 43 CFR, Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington DC 20240.

BEFORE COMPLETING CERTIFICATION: READ INSTRUCTION ON REVERSE SIDE

(1) The prospective lower tier participant 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 oragency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

_____

NAME AND TITLE OF AUTHORIZEDREPRESENTATIVE

_____ _____

SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

1. *By signing and submitting this proposal, the prospective lower tier participant is providing the certification set outbelow.*
2. *The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated, may pursue availableremedies, including suspension and/ordebarment.*
3. *The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
4. *The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order No. 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of thoseregulations.*
5. *The prospective lower tier participant agrees by submitting this proposal, that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.*
6. *The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*
7. *A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List(Tel.#).*
8. *Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.*
9. *Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.*

BYRD ANTI-LOBBYING AMENDMENT
Contractors who apply or bid for an award of $100,000 or more shall 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER $100,000
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 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.

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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor’s Authorized Official

_____
Name and Title of Contractor’s Authorized Official

_____
Date