



**Request for Proposal (RFP) for Construction Management Services  
Capitol Park, Grand Circus Park and Campus Martius Park/Cadillac Square**

**Updated July 31, 2023**

**Schedule:**

July 7, 2023	RFP Released for Bidders
July 31, 2023	RFP Reposted for Bidders with Extended Deadlines
August 16, 2023	Bidder Q/A - Please RSVP to James Fidler ( <a href="mailto:james.fidler@downtowndetroit.org">james.fidler@downtowndetroit.org</a> )
August 25, 2023	RFP Packages Due to Downtown Detroit Partnership
Wk of Aug 28, 2023	Possible Interviews of Firm's Project Team
September 6, 2023	Firm Selection
September 2023	Contract Finalization/Signatures
Wk of Sept. 11, 2023	Project Kick Off

Downtown Detroit Partnership  
Attention: James Fidler  
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313.566.8250  
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## Overview:

The Downtown Detroit Partnership (DDP) is seeking proposals for a Construction Manager as Constructor (CMc) for three Downtown Detroit parks: **Capitol Park, Grand Circus Park, and Campus Martius Park/Cadillac Square** – see project descriptions below. The DDP, in partnership with the Michigan Economic Development Corporation, is working to revitalize three downtown Detroit parks. A single inclusive CMc for all three park projects or a CMc for each individual park project will be selected at the discretion of the DDP. Construction scope may include, but is not limited to, the following elements – also see Project Descriptions section below:

Earthwork; utilities; mechanical; underground infrastructure (conduit, vaults, drainage, etc.); concrete foundations; lighting; planters; walls; steps; various stone and other paving surfaces; monument structures; landscaping; small structures or buildings; site furnishings; event and performance sound; lighting; and signage.

The contract or contracts for CMc will be awarded on a cost-plus fee basis with a guaranteed maximum price (GMP) for each of the park projects. The GMP is inclusive of all project costs (direct and indirect) and cannot exceed:

- **Capitol Park:** **\$3,000,000**
- **Grand Circus Park** **\$2,000,000**
- **Campus Martius Park/Cadillac Square** **\$2,475,000**

The landscape architecture and engineering (AE) team for each park has been selected by the DDP. The AE team has completed drawings through schematic/early design development phase– see Appendix A. As part of the pre-construction activities, it will be the responsibility of the CMc to work with the DDP and the AE team throughout the design development (DD) and construction document (CD) phases of the project to ensure that the project will not exceed the GMP. The CMc will provide a construction cost estimate at the end of the DD phase and will assist the DDP and AE teams to make any revisions necessary to keep the projects below the GMP for each project. The CMc will provide a project cost estimate during the CD phase. If necessary, the DDP and AE team will revise the design a second time to ensure compliance with the GMP for each project. Finally, the DDP and the CMc will contractually agree to the GMP based upon the completed construction documents. The CMc will be paid a flat fee based upon a percentage of the GMP. Any cost savings achieved during construction will be returned to the DDP. As part of the project construction, DDP seeks to ensure that minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) are provided opportunity to participate in the construction of the project.

It is estimated that 100% of the construction documents for all project elements will be completed by December 2023. The park projects, as agreed upon by the DDP and the CMc, must be substantially completed by December 31, 2024.

The responsibilities of the CMc are as follows:

1. Develop a project schedule with the DDP to have the project substantially complete by December 31, 2024. (Pre-construction Phase)
2. Provide project cost estimates based on design drawings at key design milestones (Pre-construction Phase):
  - a. design drawings completed following design development (DD) phase;
  - b. design drawings completed during construction documentation (CD) phase.
3. Provide value engineering services of project throughout design phases up until the establishment of the guaranteed maximum price (GMP) (Pre-construction Phase)
4. Identify and procure long lead time items to fit within project schedule. (Pre-construction Phase)
5. Upon completion of construction documents, agree to a guaranteed maximum price (GMP) to construct the project. (Construction Phase)
6. Obtain all permits required to construct the project. (Construction Phase)
7. Construct the project incorporating any sub-contracts as needed. (Construction Phase)
8. Review all procurement orders and subcontracts with the DDP to ensure compliance with City, State, and Federal grant or regulatory criteria. (Construction Phase)
9. Assist the DDP with required reporting compliance in conjunction with any City, State, or Federal grant requirements and regulations. (Pre-construction/Construction Phases)

The DDP will be using AIA Document A133 – 2019: Standard Form of Agreement Between Owner and Construction Manager as Constructor as the basis for the CMc contract. Proposal submissions should reflect the terms provided in AIA Document A133.

#### **Federal Contract Requirements:**

The selected CMc agrees to comply with the Federal contract requirements included in Appendix B and Appendix C.

#### **Project Descriptions:**

##### **Capitol Park**

This project will deliver the final additional elements from the master plan which were delayed due to the pandemic. These include:

- Replace and upgrade electrical infrastructure;
- Add additional seating and shading elements;
- Add landscaping, including resin-bound aggregate surfacing, tree canopy, and rain gardens;
- Expand existing dog park and lawn areas;
- Add decorative hard surfaces and paving;

Improve lighting to support events and outdoor dining;  
Installation of a multifunctional kiosk, including f&b operations, restrooms, and infrastructure;  
Artistic elements celebrating park's history.

See Appendix A for detailed scope documents to date. (\$3,000,000)

### **Grand Circus Park**

This project will complete Phase 1 of an overall \$16 million dollar master plan for the park. Phase 1 will deliver improved accessibility, safety, and visibility. Specific improvements include:

- a. upgraded electrical infrastructure for activations and programming;
- b. landscaping, new sidewalks, and planters along Woodward Avenue;
- c. creation of a new landscaped center median and improved pedestrian crossings;
- d. relocation of park monuments.

See Appendix A for detailed scope documents to date. (\$2,000,000)

### **Campus Martius Park/Cadillac Square**

The proposed project will increase Campus Martius' capacity for visitors and tourists by:

- a. repairing and expanding the signature ice-skating rink;
- b. creating a permanent "Winter Lodge" concession structure;
- c. renovating the main north/south unpaved walkway in the park;
- d. upgrading the parks two stages for enhanced and expanded event potential.

A new pedestrian crosswalk will also be added between Campus Martius Park and the One Campus Martius mixed-use office building to improve safety and strengthen connectivity.

At Cadillac Square, the project will replace and upgrade the outdated electrical infrastructure and build a new multifunctional kiosk with a small food and beverage operation and public restrooms, all of which is needed to improve the capacity of the largely barren plaza to support activations and programming. The project will also add new furniture and safety bollards to both parks.

See Appendix A for detailed scope documents to date. (\$2,475,000)

### **Submittal Requirements:**

**The Respondent must submit a completed Proposal package (PDF) that includes the following:**

#### **Section 1 - Project Approach:**

1. Provide at least three relevant examples of past completed work that are of a similar scale, budget, and scope of the proposed project. Please include the client name, your role, and the budget for the project, and whether it used state or federal funds for its completion.
2. Provide a list of your past completed work that used federal or state funds, if applicable.
3. Provide an explanation of your approach to the start-up and management of this project.
4. Provide a description of your firm's approach to securing the most qualified and competitive trade bids to meet the DDP's budget, while achieving compliance with all governmental requirements including, but not limited to, Davis-Bacon compliance.
5. Provide a projected monthly schedule that will achieve substantial completion by December 2024. Include your method and systems to control the schedule and project costs.
6. Provide a description of your approach to the establishment, use, and management of a project contingency.
7. Provide a brief description of the type of warranty your firm provides to the DDP and the responsibilities your firm has during the warranty period.
8. Provide a brief description of your plan for quality control and inspection of the project process.
9. Provide a brief description of your plan to include minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) in your sub-contracting and procurement processes.
10. Explain, in two pages or less, why your firm is the most qualified for this project.
11. List the three most critical factors or elements that your firm must provide to ensure a successful project.

## **Section 2 - Project Personnel:**

1. Provide a project organization chart.
2. Include a one-page resume for each project team member specifically identifying relevant parks and public space experience, if applicable.
3. Provide a chart indicating the amount of time each project team member will spend on the project, including project executives.

## **Section 3 - Cost Proposal:**

**Costs should be based on the construction budget and exclude design fees as outlined above. The CMC will provide DDP a guaranteed maximum price for the total project after completion of the CD phase.**

1. State your compensation for pre-construction and construction management services as a separate amount. Please provide a lump sum number as a percentage of the overall project budget for all pre-construction services.
2. State the personnel reimbursable costs for the project and your willingness or ability to keep these under the GMP overall budget.
3. List the project team personnel and their associated hourly rates.
4. Explain your approach to general conditions including the proposed office location of project team members. State your estimated amount for general condition items and willingness to cap the amount.
5. State your fee as a percentage of the construction cost or as a lump sum.

6. State your proposed fee for change orders.
7. Other than the costs you include under this section (Section 3), list any other costs your firm would need to charge to complete the projects.

**Insurance:**

The CMC is required to provide proof and always maintain, during this project, the following insurance. A certificate of insurance, setting forth the limits and coverage, shall be furnished to the DDP before commencing with any work. The policy shall contain endorsements stating that a 10-day notice will be given to the DDP prior to termination or any change in the policy, include the DDP as an additional insured, and shall describe the project and provide coverage for the following terms:

- A. Comprehensive General Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit with the DDP listed as an additional insured.
- B. Professional liability insurance coverage in the amount of \$1,000,000 minimum.
- C. Workers Compensation Insurance, including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- D. If any of the insurance is canceled, the FIRM shall cease operations and shall not resume until new insurance is obtained.

**Confidentiality of Submittals:**

Proposal packages and subsequent bids will not be opened in a public setting and will be considered confidential and proprietary to the DDP.

**Selection Criteria:**

During the selection process, proposals may be considered by a Joint Evaluation Committee (the “JEC”) comprised of individuals selected by the DDP or may be considered solely at the discretion of the DDP. Only those proposals that satisfy the requirements described in this RFP, will be considered for evaluation. The JEC and DDP reserve the right to request additional information from any Respondent.

Competence, Experience and Staffing Capacity: The proposal should indicate the ability of the Respondent to meet the requirements of this RFP, especially the time constraints, quality, and recent projects similar to that described in this RFP. The proposal should indicate the competence of the personnel whom the Bidder intends to assign to the project, including education and experience, with particular reference to experience on projects similar to that described in this RFP and qualifications of Respondent as a CMC and dedicated management time, as well as that of other key personnel working on this project.

		<b>Weight</b>
1.	Bidder Information	5
2.	Understanding RFP	10
3.	Statement of Work	30
4.	Prior Experience	30

5.	Approach to MBE/WBE participation	15
6.	Staffing	10
	<b>TOTAL</b>	<b>100</b>

During the review process, Respondents may be required to make oral presentations of their proposals to the JEC or DDP. These presentations provide an opportunity for the Respondents to clarify the proposals. The DDP will schedule these presentations, if required.

**Only those proposals receiving a score of *80 points or more* in the technical proposal evaluation will have their pricing evaluated to be considered for award.**

## **APPENDIX A**

**See Appendix A attachment**





## APPENDIX B

### 2 CFR 200 Appendix II Terms and Conditions for Federal Awards

**ARBITRATION** Any controversy, dispute, or claim arising out of or relating to this Agreement or the breach thereof, not settled through negotiations, may be submitted to mediation or other alternative dispute resolution procedure upon mutual agreement of the parties. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof, not settled through negotiation or other mutually agreed alternative dispute resolution procedure, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules or as otherwise mutually agreed. This agreement to resolve any disputes by binding arbitration shall extend to claims against any shareholder, any brother-sister company, subsidiary or affiliates, any officers, directors, employees or agents of any of the above and shall apply as well to claims arising out of state and federal statutes and local ordinances as well as to claims arising under the common law. The parties intend that this provision to arbitrate be valid, enforceable and irrevocable and that it provide the exclusive remedy with respect to all disputes within its scope. Any arbitration and award hereunder shall be final and binding upon the parties, a judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Unless otherwise mutually agreed by the parties, such arbitration will be conducted in Detroit, Michigan.

**TERMINATION FOR CAUSE AND CONVENIENCE** contract may be terminated by the Downtown Detroit Partnership at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the Downtown Detroit Partnership prior to the effective date of termination.

#### **COMPLIANCE WITH DAVIS-BACON ACT**

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

**COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and any other such other clauses as deemed appropriate by state or federal agencies.

**EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship. The contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Downtown Detroit Partnership shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **CLEAN AIR ACT AND FEDERAL POLLUTION CONTROL ACT**

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Downtown Detroit Partnership and understands and agrees that the Downtown Detroit Partnership will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Downtown Detroit Partnership and understands and agrees that the Downtown Detroit Partnership will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

## **DEBARMENT and SUSPENSION**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Downtown Detroit Partnership. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Downtown Detroit Partnership, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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.

**BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended).** 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.

#### **PROCUREMENT OF RECOVERED MATERIALS**

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications

equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

**DOMESTIC PREFERENCE FOR PROCUREMENTS** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**REMEDIES FOR BREACH OF CONTRACT** The failure of the CMc to comply with any of the provisions, covenants, or conditions of the agreement shall be a material breach of this contract. In such an event, the owner may seek any legal remedies available, including and up to termination of the contract.

**COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives, and those guidelines or directives mandated by the MEDC.

**NO OBLIGATION BY FEDERAL GOVERNMENT** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**APPENDIX C**  
**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 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