



## **RFP 06-2021A**

### **Architectural & Engineering Design Services *Alexander Theater Safe Room/Building Retrofit Project***

## **Hazard Mitigation Grant Program (HMGP) Project Description**

### **Project Summary:**

The Alexander Theater will be retrofitted to serve as a functional community hurricane safe room. The two adjacent parcels will have structures built/retrofitted to expand the safe room/theater and meet additional safe room and theater operation's needs. The design must be multi-functional. During storms, the facility will be used as a community safe room. During "blue skies," the facility will operate as a performing arts theater and convening space. The function of each parcel will be as follows:

- **The Theater (38B Company Street, Christiansted, VI 00820)**
  - The structure will be hardened and retrofitted to FEMA P-361 standards, ICC-500, and all other applicable requirements;
  - The theater building is 8,893 Net sq. ft., 11,290 Gross sq. ft.;
  - See below for a summary of hardening activities;
  - Most safe room occupants will be housed within the Theater. Stage floor seating will be moveable and to be used for safe room space, while the upper tier seating will not be moveable. Main theater building will also include a lobby area, ADA-compliant bathroom facilities, stage, and several multi-functional "flex" rooms, which may be used for Theater or safe room operations.

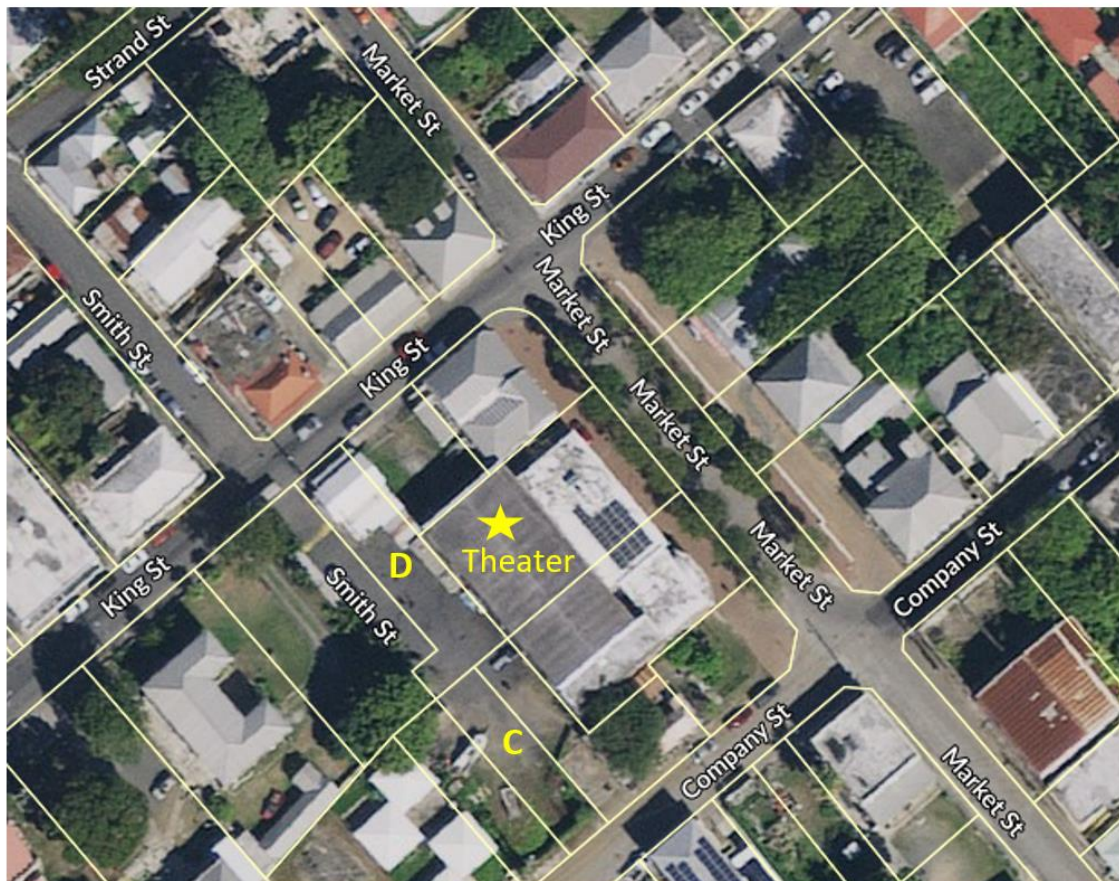
- **Parcel D (23 King Street, Christiansted, VI 00820)**
  - The front part of the current building is historic and will be retrofitted and hardened to meet all Environmental and Historic Preservation requirements, built to FEMA P-361 standards, ICC-500, and all other applicable requirements.
  - The rear part of the current building is not historic or structurally sound and will be demolished. A new structure will be built to be historically appropriate, meeting all Environmental and Historic Preservation requirements, built to FEMA P-361 standards, ICC-500, and all other applicable requirements.
  - Together, the existing and new structures on this parcel will be approximately 7,000 sq. ft.
  - This structure will connect physically to the Theater. On the first floor, it will contain a commercial kitchen, lobby/restaurant area, ADA compliant bathrooms with showers and lockers, and a “green room” for theater performances which may be used to house safe room occupants, maintain administrative functions to run the facility, or house safe room personnel during disaster operations. The second floor will include a large open floor plan space that may be used to house safe room occupants, maintain administrative functions to run the facility, house safe room/theater administrative personnel, or hold events.
  - An elevator will be installed to ensure ADA compliance for handicap and elderly safe room occupants and theater patrons.
  - A separate structure that will be built on this parcel will be a free-standing concrete masonry generator building.
  
- **Parcel C (36 Company Street, Christiansted, VI 00820)**
  - This parcel will not have a permanent structure on it. It will serve as adequate and safe access to the safe room/theater and for ingress and egress.

**Retrofit and hardening will include the following elements pertaining to the Theater and structures on Parcel D:**

1. **Window Openings:** Wind-rated and historically appropriate shutters.
2. **Entry Doors:** Wind-rated single and double historically appropriate doors to replace existing (non-rated) doors as appropriate.
3. **Roof Protection:** Roof straps on each building to harden the roof to support wall connections to achieve IBC 2018, ASCE 7-16 and ICC-500 design wind load requirements. Roof vents hardened with strapping and/or hurricane-rated roof vents will be installed as needed.
4. **Continuous Load Path Hardening (TBD):** An evaluation of the continuous load path (CLP) of the Theater, and adjacent structures will be performed to identify opportunities to enhance the load path in accordance with the IBC – 2018, ASCE 7-16 and ICC-500 to achieve the 195mph safe room level of protection. Potential CLP retrofit measures may include (but not limited to) installation of strapping (in combination, e.g., masonry-to-

steel, masonry-to-masonry; steel-to-steel, as needed) support clipping, power blocking, nailing, threaded rod tie-downs, wind-rated roof decking or covering, or other methods to enhance the wind load capacity of the existing CLP's structural element connections, supports, and member sizing. Any CLP enhancements will also conform to FEMA P-361 design criteria.

5. **Electrical and Mechanical Equipment:** Exterior equipment such as electrical panels will be elevated and/or hardened with strapping/anchoring as needed.
6. **Gutters and downspouts** will be hardened with strapping/anchoring as needed.
7. **Other exterior equipment** such as security lighting, cameras, or solar panels will be hardened with strapping/anchoring as needed.



**Project Location:**

Theater - 38B Company Street, Christiansted, St. Croix, USVI

Parcel D - 23 King Street, Christiansted, St. Croix, USVI

Parcel C - 36 Company Street, Christiansted, St. Croix, USVI

**Type of Hazard to Mitigate:** Wind and Seismic

**Type of Proposed Project:** Structural Retrofitting, Wind Retrofit, Multi-Functional Safe Room and Performing Arts Theater Design

**Level of Protection:** Built to industry-standard to withstand 195 mph winds

**Years to Provide Protection against Hazard:** Project Useful Life - 30 years

**Proposed Scope of Work:**

A&E analysis and design services for the Alexander Theater Safe Room/Building Retrofit Project to include:

- Feasibility analysis for HMGP requirements (technical, archeological/environmental/historical review);
- Analysis/review of Territorial development regulations – zoning, land-use, etc.;
- Complete Design Plans;
- Permitting;
- Project cost estimating and scope of work development;
- Bid process (including preparation of construction bid documents)/procurement of construction firm;
- Construction Administration;
- An analysis evaluating the continuous load path (CLP) for the structures to identify opportunities to enhance the existing CLP as needed and incorporate enhancements in the retrofit design;
- Hurricane wind retrofit design and new construction design of the buildings to include existing and new building envelopes, wind-rated and historically appropriate shutters for window openings, wind-rated storm doors, roof protection, as well as hardening gutters, downspouts and rooftop equipment, electrical and mechanical equipment;
- Submittal, review, and approval of mitigation product specifications, i.e., shutters, roof strapping, storm doors, etc. Consultation in mitigation product selection;
- Submittal review and approval of HVAC and emergency generator specifications and other equipment necessary for operations of the facility. Consultation in HVAC and generator product selection.

St. Croix Foundation will coordinate with the FEMA and VITEMA HMGP on the project.

**Design Standards:**

- ~~IBC 2018~~ IBC 2021
- ICC 500
- FEMA P-361
- ASCE 7-16
- American with Disabilities Act (ADA)
- USVI Preservation Guidelines

## Appendix B



*St. Croix Foundation  
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### **Pre-Proposal Conference & Walk-Through of Facilities**

**Pre-Proposal Conference Meeting will be held on Wednesday, July 28, 2021 @ 2:30 PM. Potential bidders may attend in-person at the St. Croix Foundation offices located at 1023 Market Street, Christiansted, VI 00820, Second Floor or virtually via zoom.**

Zoom link below:

<https://us02web.zoom.us/j/83600454588?pwd=OU1ra0lISm1MSGFrYWtuQTc5RjFldz09>

Meeting ID: 836 0045 4588

Passcode: 532622

One tap mobile

+13017158592,,83600454588#,,,,\*532622# US (Washington DC)

+13126266799,,83600454588#,,,,\*532622# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 836 0045 4588

Passcode: 532622

Find your local number: <https://us02web.zoom.us/u/kTnzzJ0cj>

**Walk-Through of Facilities will be conducted in-person immediately following the Pre-Proposal Conference.**

Appendix C



*St. Croix Foundation  
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**Preferred Bidder Status Form**

**Definition:**

A preferred bidder is a person who has been a bonafide continuous resident of the Virgin Islands for at least eight (8) years or was born in the Virgin Islands; or a firm, partnership or corporation in which at least fifty-one percent (51%) of the legal or equitable ownership is held by a person or persons who have been a bonafide continuous residents of the Virgin Islands for at least eight (8) years or who were born in the Virgin Islands, and said person, Firm, partnership or corporation is licensed in the Virgin Islands and who owns operates, or maintains a store, warehouse or other place of business in the Virgin Islands or is the duly authorized agent, dealer, distributor or representative in the Virgin Islands for the materials, supplies articles, or equipment of the services specified in this solicitation.

**Certification:**

Based on the definition included herein, respondent certifies that (check one):

\_\_\_\_\_ The respondent qualifies as a preferred bidder

\_\_\_\_\_ The respondent does not qualify as a preferred bidder

Name and Title of Authorized Representative: \_\_\_\_\_

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

Subscribed and sworn to before me on the Island of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of legal age, \_\_\_\_\_ (Trade or Corporation) and personally, known to me.

(SEAL)

\_\_\_\_\_  
Notary Public



Appendix D



**Non-Collusion Affidavit**

\_\_\_\_\_ being duly sworn, deposes and says that –

(1) They are [owner, partner, officer, representative, or agent] of \_\_\_\_\_  
\_\_\_\_\_ the bidder that has submitted that attached bid;

(2) They are duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Government of the Virgin Islands or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signature of Affidavit)

Subscribed and sworn to before me on the Island of \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of legal  
age, \_\_\_\_\_  
(Trade or Corporation) and personally, known to me.

(SEAL)

\_\_\_\_\_  
Notary Public



### **Debarment Certification Form**

Certification Regarding Debarment, Suspension and Ineligibility

- (1) The Respondent certifies, by submission of this solicitation, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.
- (2) Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. The St. Croix Foundation may also exercise any other remedy available by law.
- (3) Where the Respondent is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this solicitation.

Name and Title of Authorized Representative: \_\_\_\_\_

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

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Subscribed and sworn to before me on the Island of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of legal age, \_\_\_\_\_ (Trade or Corporation) and personally, known to me.

(SEAL)

\_\_\_\_\_  
Notary Public





**F. 1**

**Minority & Women Owned Business Enterprise Disclosure Form**

**Definitions:**

Minority Business Enterprise (MBE) is defined as– At least 51% of this business (or at least 51% of the stock) is owned by, and the daily business is operated and controlled by, one or more individuals who are members of the following racial groups: Black/African-American, Asian-American, Hispanic-American and Native-American, Asian-Pacific American.

Women Business Enterprise (WBE) is defined as – At least 51% of this business (or at least 51% of the stock) is owned by one or more women; and the daily business is operated and controlled by one or more women.

**Certification:**

Based on the definitions included herein, respondent certifies that (check all that apply):

- The respondent is a Minority Owned Business Enterprise (MBE)
- The respondent is a Women Owned Business Enterprise (WBE)
- The respondent is neither a Minority Business Enterprise nor a Women Business Enterprise

Additional Information (Optional): \_\_\_\_\_

\_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

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

Subscribed and sworn to before me on the Island of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of legal age, \_\_\_\_\_ (Trade or Corporation) and personally, known to me.

(SEAL)

\_\_\_\_\_  
Notary Public

## F. 2

### Subcontractor Participation Plan

Check one: Initial Plan Amended Plan

*The purpose of this form is to ensure that appropriate planning and consideration go into the subcontractor utilization process, and to serve as documentation of your commitment to comply with MWBE requirements for this project. Please complete and sign this form and submit with the proposal package.*

I affirm the following statements are true and accurate:

1. I have read and understand the MWBE requirements of the project.
2. I will make and thoroughly document good faith efforts to meet MWBE requirements.
3. This Subcontractor Participation Plan lists all subcontractors I intend to use, including non-MWBE firms. I understand the Intent to Perform as Subcontractor form, which verifies subcontractors have been contacted and intend to participate in this project, must be submitted for each contractor with this form.
4. I understand that I must submit an amended Subcontractor Participation Plan if there are any changes to the information provided herein.
5. Upon request, I will provide St. Croix Foundation with proof of payments made to subcontractors.
6. FOR CONSTRUCTION CONTRACTS ONLY. I must submit a separate Subcontractor Participation Plan for each direct subcontractor listed below who will retain second-tier subcontractors. Each direct subcontractor plan should be received prior to the date that subcontractor commences work on the project. If a direct subcontractor on this form is not subcontracting out part of its work, it must submit a Self-Perform Statement in lieu of a plan.

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Signature of Authorized Representative

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Date



**F. 3****Intent to Perform as Subcontractor**

Respondent/ Prime Contractor		Subcontractor	
Name		Name	
Address		Address	
Phone		Phone	
Federal Id Number		Federal Id Number	
Contract/RFP Number			
Projected Start Date			
Projected Completion Date			
Work to be Performed			
Price of Work to be Performed			

**Certification**

The Contractor hereby commits to hiring the Subcontractor, and the Subcontractor hereby affirms its intent to participate on the project. The Contractor must notify the St. Croix Foundation of any changes to the information provided herein. By signing below, each party certifies that the above information is true and accurate. Providing false or misleading information shall be grounds for the application of any applicable criminal and/or civil penalties for perjury.

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

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

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

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

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

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

**F. 4**

**Self-Perform Statement**

This project has Minority and Women Owned Business Enterprise (MWBE) goals. Any subcontracting must be reported by filling out the Subcontractor Participation Plan and submitting to your Prime Contractor. If your business will be self-performing all of the work assigned under this contract, an authorized representative must sign below and submit to your Prime Contractor. Signing below is an acknowledgment that if circumstances change and subcontracting does occur, a Subcontractor Participation Plan must be submitted immediately else payment may be withheld.

I have read and understand the above state, and I affirm that business (name of business) \_\_\_\_\_ will be executing 100 percent of the work assigned to it by (Prime Contractor) \_\_\_\_\_ under the Alexander Theater Safe Room/Building Retrofit Project, and thus will not be subcontracting any work.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Appendix G

**Cost Sheet**

**Architectural & Engineering Design Services for the Alexander Theater Safe Room/Building Retrofit Project**

The undersigned contractor proposes to furnish all labor, tools, materials, equipment, miscellaneous supplies and incur any other cost as may be required to perform the scope of work, subject to all the conditions as set forth in the project scope of work.

	<b>Alexander Theater Safe Room/Building Retrofit Project</b>	<b>Material</b>	<b>Labor</b>	<b>Total</b>
1.	Feasibility Analysis for HMGP Requirements (technical, archeological/environmental/historic review)			
2.	Engineering & Design			
a.	Analysis/review of Territorial development regulations – zoning, land-use, etc.			
b.	Analysis evaluating the CLP to identify opportunities to enhance existing CLP as needed			
c.	Complete Design (Plans and Specs)			
d.	Submittal review and approval of mitigation product specifications & consultation in mitigation product selection			
e.	Submittal review and approval of HVAC, emergency generator, and other equipment specifications & consultation in equipment product selection			
f.	Permitting			
g.	Project cost estimating and scope of work development			
h.	Bid process (including preparation of construction bid documents)/procurement of construction firm			
i.	Construction Administration			
	<b>Sub-Total</b>			
	Contractor Overhead ( _____ %)			
	Profit ( _____ %)			
	Insurance/Bonding ( _____ %)			
	<b>Total</b>			

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

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

Company: \_\_\_\_\_

Contact Number: \_\_\_\_\_

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

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

In addition to completing the Cost Sheet, respondents shall submit their fee structure and schedule; hourly compensation rates for all architectural services and any sub-consultant services; a list of potential required and/or optional costs that might need to be involved to complete the project; and most recent audit report to support the proposed overhead rates, as parts of the Cost Proposal.



Appendix H



*St. Croix Foundation  
for Community Development*

**Acknowledgement of and Addenda**

**RESPONDENT**

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

Address: \_\_\_\_\_

Tax Identification #: \_\_\_\_\_

**RESPONDENT 'S CONTACT PERSON**

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

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

Contact Number: \_\_\_\_\_

**SCHEDULE OF ADDENDA**

(I) or (We) acknowledge receipt of the Addenda to the RFP Package hereinafter named, for the project(s) included in this RFP and declare that (I) or (We) accept these Addenda, if there were any and that every change is included in this proposal.

\*Write N/A if no Addenda were published.\*

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

**RESPONDENT 'S AUTHORIZED REPRESENTATIVE**

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

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

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

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

## Appendix I

### **APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (EXCERPT FROM THE CODE OF FEDERAL REGULATIONS)**

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

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise

entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.