

Sweetwater Hospital Association
304 Wright Street
Sweetwater, TN 37874

Request for Qualifications
Architectural & Engineering Professional Services

Project Manager

Melissa Harris

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Owner: Sweetwater Hospital Association

Project Name: Intensive Care Building

RFQ ID# - A&E - 0001

RFQ Open Date: September 1, 2023

RFQ Close Date: September 15, 2023 at 5:00 PM EST

Request for Qualifications: Architectural and Engineering Services

Sweetwater Hospital Association (“SHA” or “Owner”) invites qualified respondents to submit Qualifications for Architectural & Engineering Professional Services related to the construction of a new Intensive Care Building (the “Facility”) at 304 Wright Street, Sweetwater, Tennessee 37874.

The successful respondent will provide services to the Owner in consultation with a Construction Manager, Project Manager, or both, to be chosen by Owner (the “Construction Manager”) (if applicable), through the Schematic Design, Design Development, Construction Documents, Construction, and Evaluation Phases of the Project, among other deliverables.

Additional detail regarding the scope of services is provided in **Exhibit A** to this RFQ.

It is SHA’s intent that the resulting contract be funded, in whole or in part, by proceeds from the American Rescue Plan Act (“ARPA”) administered through the Tennessee Department of Health as part of the Health Care Resiliency Program (“HRP”). Accordingly, all work must be completed in compliance with the U.S. Department of Treasury rules and guidance for the use of Coronavirus State and Local Fiscal Recovery Funds, as well as Federal laws, regulation, executive orders, and the rules applicable to federal grants, including the HRP, located at 2 C.F.R. Part 200. The resulting contract must contain the provisions required by 2 C.F.R. § 200.327, which are included for reference in **Exhibit H** to this RFQ. Note that the HRP is a reimbursement grant program with monthly invoicing required. The successful Respondent must submit its invoices in an agreed-upon template form. Delivery of two copies of the complete Construction Documents Package and CAD is required for final payment and retainage.

This project is on a strict timeline. All grant funds must be expended (building must be complete) by June 30, 2026. The successful respondent firm must be capable of starting work immediately and providing the required deliverables on SHA’s timeline.

SOQs are due by September 15, 2023 at 5:00 PM EST. Further instructions for submission of SOQ are contained in this RFQ.

Interested persons or entities may obtain the RFQ and any addenda by e-mailing Melissa Harris at melissa.harris@sweetwaterhospital.org. SHA will also publicize the RFQ and any addenda via its website, <https://sweetwaterhospital.org/new-construction-2023/>, and social media pages, including [Facebook](#) and [LinkedIn](#). All SOQs must be submitted via e-mail, subject RFQ for A/E Services, to Melissa Harris at melissa.harris@sweetwaterhospital.org.

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General Information

I. Project Objective

Sweetwater Hospital Association (“SHA” or “Owner”), a Tennessee nonprofit corporation, is requesting Statements of Qualifications (“SOQ”) from qualified respondents to provide architectural and/or engineering services for the construction of an approximately 14,000 square foot, one story, inpatient hospital facility with street level parking below and a 2nd story elevator penthouse featuring an above the street walkway connector to the existing main hospital building. The successful respondent will provide services to the Owner in consultation with a Construction Manager and/or Project Manager to be chosen by Owner (the “Construction Manager” or “Project Manager”) (if applicable) through the Schematic Design, Design Development, Construction Documents, Construction, and Evaluation Phases of the Project, among other things.

The full scope of services is included as **Exhibit A** and incorporated into this Request for Qualifications (“RFQ”).

II. Instructions for SOQ Submission

Respondents must their SOQ electronically in searchable .pdf format via e-mail with the subject “RFQ No. for A/E Services” by **5:00 PM EST on September 15, 2023** to Melissa Harris at melissa.harris@sweetwaterhospital.org. If the .pdf file is too large to transmit via e-mail, Respondents may send a safe and secure file sharing link, such as Dropbox or Sharepoint. SOQs submitted by any other means shall not be accepted. It is the sole responsibility of the Respondent to ensure that its SOQ arrives by the deadline. SHA reserves the right to reject any SOQs received after the specified time and date.

Costs of SOQ preparation, attendance, and preparation for a Respondent interview, if any, or any other costs incurred to respond to this RFQ are the sole responsibility of the Respondent. SHA assumes no responsibility for any such costs incurred by the Respondent.

All SOQs must be typed and signed by an officer having authority to bind the Respondent.

III. Registration

Each Respondent seeking to submit a SOQ is requested to register with SHA to receive any addenda to this RFQ. Please complete the Registration Form attached as **Exhibit B** and e-mail the completed form to Melissa Harris at melissa.harris@sweetwaterhospital.org on or before 5:00 PM EST on September 7, 2023 with “RFQ for A/E Services” in the subject line. Any addenda to this RFQ will be publicized on SHA’s website, <https://sweetwaterhospital.org/new-construction-2023/>, and social media accounts ([Facebook](#), [LinkedIn](#)) and available by e-mailing Melissa Harris at melissa.harris@sweetwaterhospital.org. It is the responsibility of each Respondent to ensure that it obtains all addenda and SHA shall have no responsibility to provide any addenda issued under this RFQ to any Respondent; however, SHA will use its best efforts to provide any addenda to those Respondents that submit a registration form.

IV. Changes and Interpretations

SHA reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to execution of a resulting contract.

SHA reserves the right to request clarification of information submitted and to request additional information of any Respondent. Any such request should not be construed by a Respondent as an indication of selection to provide proposed services.

Respondents shall not direct any queries or statements concerning their SOQ to SHA staff during the selection process, from the time of submission of a SOQ until the execution of a contract. Any Respondent who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement. No oral interpretation of this RFQ shall be considered binding.

All questions or concerns regarding this RFQ must be submitted in writing via e-mail no later than the date indicated in the RFQ Timetable below, to the attention of the Project Manager, Melissa Harris, at melissa.harris@sweetwaterhospital.org referencing the RFQ name in the subject line. Any responses by Respondents' questions or concerns will be addressed, if at all, by addenda.

Respondents are urged to visit the site where the work is to be performed before submitting a SOQ to conduct due diligence. SHA will host site visits between September 1 and September 12, 2023. Respondents are encouraged to request to schedule site visits with Melissa Harris by email at melissa.harris@sweetwaterhospital.org.

V. Property of SHA

All materials submitted in response to this RFQ become the property of SHA. SHA has the right to use any or all ideas presented in any response to this RFQ, whether amended or not, and selection or rejection of a SOQ does not affect this right. No variances to this provision shall be accepted.

VI. RFQ Timetable

The anticipated schedule for this RFQ and contract approval is as follows (all times Eastern):

Registration Forms Due	September 7, 2023 at 5:00 PM
Site Visits (as scheduled)	September 1 through September 12, 2023
Questions from Potential Respondents Due	September 7, 2023 by 5:00 PM
Issue Addendum (if necessary)	September 10, 2023
SOQ Submission Deadline	September 15, 2023 at 5:00 PM
SOQ Evaluation Begins	September 15, 2023
Respondent Interviews (if necessary)	September 18-21, 2023
Notice of Award Issued	September 22, 2023

SHA reserves the right to amend the anticipated schedule as it deems necessary.

VII. **Ethics Requirement**

This RFQ is subject to SHA's policy governing conflicts of interest in procurement and contract administration. Accordingly, there are prohibitions and limitations on the activities of SHA's personnel and contractors. Respondents are highly encouraged to review this policy to ensure compliance with the same (available upon request).

All Respondents shall submit a signed and notarized statement regarding conflicts of interest with their SOQ on the form provided herein (**Exhibit D**).

VIII. **Disclaimer**

In its sole discretion, SHA may withdraw this RFQ either before or after receiving SOQ, may accept or reject SOQ, and may accept SOQ which deviate from the non-material provisions of this RFQ. Through its own investigation and in its sole discretion, SHA may determine the qualifications, experience, and acceptability of any Respondent submitting an SOQ in response to this RFQ. Following submission of an SOQ, each Respondent agrees to promptly deliver such further details, information, and assurances, including, but not limited to financial and disclosure data, relating to the SOQ and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners, and employees, as requested by SHA. Any action taken by SHA in response to SOQs submitted in response to this RFQ or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability, or obligation on the part of SHA, or its advisors.

Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Disclaimer and agrees to be bound by the terms hereof. Any SOQ submitted pursuant to this RFQ is at the sole risk and responsibility of the party submitting such SOQ.

IX. **Contract Agreement / Compensation**

The contract award will be based on AIA B133-2019, as amended to comply with the federal grant regulation at 2 C.F.R. Part 200 and as negotiated by the parties. The contract fee structure may include a combination of time and material, lump-sum, and reimbursement cost elements, as negotiated by the parties. Federal regulations require that time and material type contracts must be subject to a not-to-exceed amount that the contractor exceeds at its own risk. Any change to the scope of work as included in the executed Agreement must be approved by the Project Manager and Construction Manager, in writing.

In accordance with 2 C.F.R. § 200.324(d), cost plus a percentage of cost and percentage of construction cost methods of contracting are prohibited. The contract must include the contract provisions required by 2 C.F.R. § 200.327 and U.S. Department of Treasury rules and guidance for the use of Coronavirus State and Local Fiscal Recovery Funds.

Successful Respondent will be compensated based on approved monthly payment applications using an agreed upon template form. Pay applications must be submitted to the Project Manager. SHA will withhold 10% of approved payments for retainage. Payments shall be made the month following an approved pay application.

X. **Bonding**

The Federal regulation at 2 C.F.R. § 200.326 provides that non-Federal entities carrying out construction or facility improvement contracts or subcontracts exceeding \$250,000 with federal funds must satisfy the below bonding requirements.

- (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.

The federal regulations define “construction work” as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.” 41 § C.F.R. 60-1.3.

If the Respondent anticipates providing “onsite functions,” such as supervision or inspection, the bonding requirements apply.

XI. **Insurance Requirements; Safety Precautions; and Limitation of Liability**

The Respondent selected for award shall obtain or possess the following insurance for the duration of the resulting contract:

- General liability insurance coverages totaling \$1,000,000 per occurrence and \$2,000,000 aggregate;
- Automobile Liability insurance covering \$1,000,000.00 per accident;
- Workers' Compensation coverage totaling \$500,000.00 per accident; and
- Professional Liability for \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate

The successful Respondent will provide Certificates of Insurance to SHA, with the Certificate Holder listed as SHA, to verify such coverage as a condition precedent to award.

The Respondent shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Respondent shall comply with all applicable provisions of federal, state, and local safety laws, insurance requirements, standard industry practices, the requirements of the operations, and the awarded contract. The Respondent, directly or through its subconsultants, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting danger signs, placards, labels, or posting other forms of warnings against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation and/or removal of bio-solids, biohazards waste, or any hazardous or toxic materials, trash, debris, refuse, or waste, the Respondent, its subconsultant(s) and their employees shall be trained and certified as required in the proper handling, use and care of equipment, materials and hazardous operations, and shall exercise utmost care and perform such activities under the supervision of properly qualified and or competent personnel.

The Respondent shall promptly remedy damage and loss to property caused in whole or in part by the it, its subconsultants of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

XII. **Record Retention Requirements**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least ten years after completion of the contract resulting from this RFQ. SHA shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible to SHA at the Contractor's local place of business for purposes of inspection, reproduction, and audit, without restriction. If records are unavailable locally, it shall be the Contractor's responsibility to ensure that all required records are provided to SHA at the Contractor's expense.

XIII. **Subcontracting**

If the Contractor intends to subcontract any portion of the work under the awarded contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms¹ are solicited and used when possible. Affirmative steps must include:

¹ A list of labor surplus areas is available on the U.S. Department of Labor's website at <https://www.doleta.gov/programs/lisa.cfm>.

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

Diverse Business Enterprise (DBE) participation is strongly encouraged. If you have any questions regarding this process, please contact Melissa Harris by email at melissa.harris@sweetwaterhospital.org.

XIV. Evaluation and Award

SHA will evaluate each Respondent's SOQ and select the most qualified offeror. The contract award is subject to negotiation of fair and reasonable compensation. If the parties fail to agree on a fair and reasonable price, SHA may conduct negotiations with the next most qualified offeror. If necessary, SHA will then conduct negotiations with successive offerors in descending order until a contract award can be made to the offeror whose price is believed to be fair and reasonable, in the sole discretion of SHA.

Each SOQ will be evaluated individually and in the context of all other SOQs. SOQ must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by SHA. SOQs failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified.

As part of the evaluation process, SHA may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Submission of an SOQ in response to this RFQ constitutes acknowledgment of the investigation process and consent to SHA's investigation. SHA is the sole judge in determining a Respondent's qualifications.

While SHA allows Respondents to specify any desired variances to the RFQ terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to SHA.

Note that the Respondent's lead architect and a majority of Respondent's staff included as a part of Respondent's SOQ must be licensed in the State of Tennessee. Respondent must not be debarred, suspended, or otherwise excluded from federal contracting and should be in good

standing on sam.gov. If Respondent is not registered on sam.gov, it must commit to doing so if awarded the contract.

A. Interviews/Oral Presentations

SHA will evaluate each Respondent’s submission in accordance with the evaluation criteria listed below. Upon completion of the evaluation, SHA may develop a short list of Respondents that may be scheduled for structured oral presentations, demonstrations, and/or interviews for use in further evaluation of the responses. No Respondent or subcontractor/subconsultant of any Respondent may attend presentations of any other Respondent. If necessary, Respondents may be scheduled for more than one presentation, demonstration, and/or interview. Following the interviews, SHA will summarize their findings and recalculate final scores, if needed.

B. Evaluation Criteria and Scoring

The evaluation of the SOQ will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered “Qualified,” a Respondent must receive a minimum 70 points.**

Evaluation Criteria	Maximum Available Points
Firm Qualifications <ol style="list-style-type: none"> 1. History, organizational structure; 2. Capability relative to the requirements of this RFQ; 3. Experience in the requested services; 4. Contents and completeness of Qualifications Questionnaire. 	40
Healthcare Experience <ol style="list-style-type: none"> 1. Contractor’s general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance, and accountability; 2. Capacity for multiple contractual obligations. 3. Experience with intensive care projects. 	40
Industry Reputation <ol style="list-style-type: none"> 1. Quality of Healthcare References. 	20
Total	100 points

XV. SOQ Format

Each Respondent shall submit **one electronic copy of its SOQ in searchable .pdf format via e-mail**, in a clear, concise format, on 8 1/2" x 11" paper, in English. Information should be organized in sections as described below. SOQs which do not contain or address key points or sufficiently

document the requested information may be deemed non-responsive and rejected. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. SOQs not providing this reference may be considered to have no reference materials included in the additional documents.

SOQs must be signed by a person having the authority to bind the Respondent in a resulting contract.

Only one SOQ may be submitted by each Respondent. If more than one firm is involved in a joint venture, a complete response from each firm is required.

A. [Table of Contents](#)

B. [Cover Letter / Executive Summary \(2-page limit\)](#)

- Provide a cover letter, signed by an authorized representative of the Respondent, indicating the underlying philosophy of the firm in providing the services stated herein and indicating the Respondent's commitment to provide the services proposed. Submission of a signed SOQ is Respondent's certification that the Respondent will accept any awards made as a result of this RFQ.
- The Executive Summary should include a brief overview of the proposed plan of action, including, but not limited to, strategy for implementation, and understanding of the RFQ technical requirements.

C. [Respondent's Qualifications \(4-page limit + Exhibit D\)](#)

- Complete and provide the Qualifications Questionnaire attached hereto as **Exhibit D** (this form is not included in the page limitation for this section).
- Provide an overview of the Respondent's history, capability, and business ability relative to the requirements found in this RFQ. Include information on organizational structure.
- Describe Respondent's qualifications in providing the Services and any prior work performed for similar entities.
- Identify the key personnel who will be committed to working on this engagement and provide their resumes. Advise whether key personnel will work remotely or be available on-site (as necessary). Resumes must provide an overview of their experience and capabilities and include at a minimum how long they have been working in their relevant positions. Resumes will not be included in the 4-page limit.

D. [Technical Approach \(3-Page Limit\)](#)

- Provide a description of the firm's general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance, and accountability.

- Provide relevant availability guidelines and/or the average time between request for services/tasks and actual performance for current clients. Discuss the availability of the primary contact relative to current and future client workload. Include for each individual what capacity they would serve on this project. Include information on supervisory personnel.
- Provide a list of anticipated set of deliverables for this project and a timeline associated with submission of each deliverable to ensure completion of the Project and the closeout process by June 30, 2026.

E. [Similar Projects and References \(Exhibit E\)](#)

Respondents shall provide a minimum of three references on the forms provided at **Exhibit E** demonstrating their experience and/or skill with similar projects. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

F. [Appendix – Other Relevant and Supporting Documentation](#)

The Appendix must include the following:

- Conflict/Non-Conflict of Interest Statement (**Exhibit C**)
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters (**Exhibit F**)
- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements (**Exhibit G**)
- Any additional information the Respondent considers relevant (optional).

XVI. [Protests](#)

All decisions of SHA with respect to this RFQ and resulting contract award will be final and not subject to challenge or protest.

XVII. [Exhibits](#)

This RFQ consists of the following exhibits (which are incorporated herein by reference):

- Exhibit A Scope of Services
- Exhibit B Registration Form
- Exhibit C Conflict/Non-Conflict of Interest Statement
- Exhibit D Qualifications Questionnaire
- Exhibit E References Form

- Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Exhibit G Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- Exhibit H Required Provisions for Contracts Under Federal Grants

END OF RFQ – RFQ EXHIBITS FOLLOW

Exhibit A: Scope of Services

RFQ for Architectural and Engineering Services

The successful respondent will be expected to prepare all architectural and engineering concepts and schematics for all exterior and interior features and systems required to design an approximately 14,000 square foot, one story, inpatient hospital facility with street level parking below and a 2nd story elevator penthouse featuring an above the street walkway connector to the existing main hospital building.

The design must include 12 intensive care and 5 step-down rooms, nursing workstations, support and storage areas, and a family waiting room. Two elevators shall be included, one for staff serving the patient care and main hospital corridor levels, and one for visitors accessing the parking below, patient care, and main hospital corridor levels. The Exterior of the Facility must be coordinated visually with existing buildings and structurally sound for the addition of floors in the future. The successful respondent must be experienced with, and prepared to implement, Institutional Type 1 construction according to applicable current local, state, federal, and international building codes.

This project will require professional Architectural and Engineering services, including all pre-construction direct and sub-contracted work necessary to confirm suitable site selection, develop schematic designs, a construction document package, and plan review submittals to local and state agencies. The successful respondent will also be responsible for all site visits, calls, and conferences to ascertain client requirements, design specifications, and site selection.

Throughout the process, the architect will cooperate and/or consult with the construction manager to facilitate creativity in value engineering to meet strict grant funding budget requirements. Final design must bring the entire project, including design and build (inclusive of contingencies), within a budget not-to-exceed \$8,000,000.

Drawings must confirm to all current relevant guidelines and codes applicable for hospitals in the State of Tennessee.

Project Timeline

This project is on a strict timeline. All grant funds must be expended (building must be complete, final invoices submitted, and final payments made) by June 30, 2026. The firm winning this bid award must be capable of starting work immediately and providing the required deliverables according to the timeline.

Respondents must provide a list of anticipated deliverables for this project and a timeline associated with submission of each deliverable to SHA to ensure completion of the Project and the closeout process by June 30, 2026.

Project Funding

The resulting contract will be funded, in part or in whole, with ARPA funding administered through the Tennessee Department of Health as part of the HRP. Accordingly, all work must be completed in compliance with the U.S. Department of Treasury rules and guidance for the use of Coronavirus

State and Local Fiscal Recovery Funds, as well as Federal laws, regulation, executive orders, and the rules applicable to federal grants, including the HRP, located at 2 C.F.R. Part 200. SHA intends on matching the amount of ARPA funding committed to this Project.

Anticipated Services

The successful Respondent shall provide the Basic Services and Additional Services (as requested) as described in AIA Document B133 – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including, but not limited to, the following:

1. usual and customary structural, mechanical, electrical, and civil engineering services.
2. site evaluation.
3. manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, report progress to the Owner.
4. coordinate with the Owner, Construction Manager, and the Owner's consultants.
5. provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in services provided to or by the Owner.
6. prepare and submit a schedule for the Architect's services and adjust the schedule, as necessary, as the Project proceeds.
7. schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.
8. coordinate with the Construction Manger to contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project and respond to applicable design requirements imposed by those authorities and entities.
9. assist Owner and Construction Manager in connection with Owner's responsibility for filing documents required for approve of governmental authorities having jurisdiction over the Project.
10. assist the Owner in reviewing the Construction Manager's Guaranteed Maximum Price proposal or Control Estimate and notify the Owner of any inconsistencies or inaccuracies in the information presented.
11. update Drawings, Specifications, and other documents to incorporate agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.
12. Schematic Design Phase Services:
 - a. review laws, codes, and regulations applicable to the Architect's services.
 - b. prepare preliminary evaluation of the Owner's program, schedule, budget, site, and other Initial Information to ascertain the requirements of the Project.

- c. prepare and present a preliminary design for the Owner's approval.
 - d. prepare Schematic Design Documents for the Construction Manager's review and Owner's approval.
 - e. consider sustainable design alternatives.
13. Design Development Phase Services:
- a. prepare Design Development Documents for the Construction Manager's review and the Owner's approval.
14. Construction Documents Phase Services:
- a. prepare Construction Documents for the Construction Manager's review and Owner's approval.
 - b. incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
 - c. assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications.
15. Construction Phase Services:
- a. administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction.
 - b. advise and consult with the Owner and Construction Manager during the Construction Phase Services.
16. Evaluations:
- a. visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
 - b. interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager.
 - c. render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.
17. Certificates for Payment to Construction Manager:
- a. review and certify the amounts due the Construction Manager and issue certificates in such amounts.

- b. maintain a record of the Applications and Certificates for Payment.

18. Submittals:

- a. review the Construction Manager's submittal schedule.
- b. review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- c. maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

19. Changes:

- a. prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- b. maintain records relative to changes in the Work.

20. Project Completion:

- a. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- b. issue Certificates of Substantial Completion;
- c. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- d. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

The successful Respondent shall provide the Supplemental and Additional Services as described in AIA Document B133 – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition and agreed by the Parties.

Exhibit B: Registration Form
RFQ for Architectural and Engineering Services

Respondents should complete and return this form to Melissa Harris at melissa.harris@sweetwaterhospital.org prior to 5:00 P.M. EST on September 7, 2023 in order for SHA to provide any addenda issued for this RFQ. It is the responsibility of each Respondent to ensure its receipt of all addenda regardless of registration. SHA will publicize any addenda via its website, <https://sweetwaterhospital.org/new-construction-2023/>, and social media pages, including [Facebook](#) and [LinkedIn](#). Addenda can be obtained by contacting to Melissa Harris at melissa.harris@sweetwaterhospital.org.

Name of Respondent: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____) _____ E-mail Address: _____

Exhibit C: Conflict/Non-Conflict of Interest Statement
RFQ for Architectural and Engineering Services

CHECK ONE

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Litigation Statement

CHECK ONE

- The undersigned firm has had no litigation filed and/or judgments entered against it within the past ten years and is not subject to any pending, or to its knowledge, threatened, legal proceedings against or affecting it, its business, assets, or property.
- The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation filed and/or judgments entered against it within the past ten years.

Failure to check the appropriate boxes above may result in disqualification from the procurement. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification from the procurement.

Signed, as to both statements:

Company Name

Authorized Signature

Name

Title

Date: _____

Exhibit D: Qualification Questionnaire
RFQ for Architectural and Engineering Services

All questions on this questionnaire must be answered; do not leave blanks—where appropriate, state “None” or “Not Applicable” (N/A). If additional space is required to fully respond to any questions, please add sheets to this questionnaire and reference the questions/answers appropriately. SHA reserves the right to inquire further with respect to any matter in this questionnaire or otherwise to determine the suitability of a Respondent to receive an award of a contract.

Identity of Respondent

- A. Respondent’s full legal name: _____
- B. Tax ID Number (“TIN”), Employer Identification Number (“EIN”): _____
- C. Respondent’s form of legal entity (corporation, joint venture, sole proprietorship, etc.):

If the Respondent is a Joint Venture or Partnership, please list all partner firms and/or parties to the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate Qualification Questionnaire.

(1) Partner/Party Name: _____

TIN or EIN: _____

DUNS #: _____

Percentage of Ownership: _____

(2) Partner/Party Name: _____

TIN or EIN: _____

DUNS #: _____

Percentage of Ownership: _____

- D. State or country under whose laws the Respondent is organized and year organized:

- E. Number of Employees: Company-wide _____ Local office _____

F. Does the Respondent now use or, in the past ten years has it used, TIN, EIN, doing business as or "DBA", name, trade name or abbreviation other than the Respondent's name or TIN or EIN listed in Part B, above? If so, provide the prior identifying information. _____

G. Respondent's mailing address: _____

H. Respondent's street address (complete only if different than Part G): _____

I. Has the Respondent changed in address in the past five years and, if so, what was the firm's prior address(es)? _____

J. Respondent's telephone number: _____ Fax number: _____

E-mail address: _____

K. List each person or legal entity which has a 10% or more ownership or control interest in Respondent.

L. List the name and title of each director and principal officer of Respondent:

Identify of Person Completing this Questionnaire

- A. Name: _____
- B. Employer/Title: _____
- C. Telephone number: _____ Fax number: _____
- D. E-mail address: _____ Mobile number: _____

Respondent Representations

If for any reason a representation on this questionnaire is not accurate and complete as of the time the Respondent signs this form, Respondent must identify the provision and explain the reason in detail on a separate sheet. Absent such an explanation, Respondent represents that the following statements are complete and accurate.

The following questions apply to (i) Respondent, Respondent’s parent, subsidiaries, and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Respondent or Respondent’s parent, subsidiaries, or affiliates; (iii) Respondent’s directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Respondent; (iv) any legal entity, controlled, or 10% or more of which is owned, by Respondent, or by any director, officer, principal, managerial employee of Respondent, or by any person or entity with a 10% or more interest in Respondent. (If the answer to any question is “YES,” Respondent must provide all relevant information on a separate sheet attached hereto.)

Please check this box if a separate sheet is attached:

- (1) Within the past five years, has Respondent been declared not responsible to receive a public or private contract? No Yes
- (2) Has Respondent been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting? No Yes
- (3) Is there a proceeding pending relating to Respondent’s responsibility, debarment, suspension, or qualification to receive a public or private contract? No Yes
- (4) Within the past five years, has Respondent defaulted on a contract or been terminated for cause on a public or private contract? No Yes
- (5) Has a public or private entity requested or required enforcement of any of its rights under a surety agreement on the basis of Respondent’s default or in lieu of declaring Respondent in default? No Yes

(6) Within the past five years, has the Respondent been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete any public or private contract? No Yes

(7) Within the past five years, have Respondent's safety practices/procedures been evaluated and ruled as less than satisfactory by a public or private entity? No Yes

(8) Has Respondent's Workers' Compensation Experience Rating (also known as the Experience Modification Rate or EMR) been 1.2 or greater at any time in the last five years? If yes, please explain. No Yes

(9) Within the past five years, has the Respondent been accused of violating equal opportunity or nondiscrimination laws? No Yes

(10) Within the past five years, has the Respondent been accused of violating prevailing wage laws, regulations, or executive orders? No Yes

Questions Which Must Be Answered by "Yes" or "No"

To the best of your knowledge after diligent inquiry, in connection with the business of Respondent or any other firm which is related to Respondent by any degree of common ownership, control, or otherwise, do any of the following statements apply to: (i) Respondent, Respondent's parent, subsidiaries, and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Respondent or Respondent's parent, subsidiaries, or affiliates; (iii) Respondent's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Respondent; (iv) any legal entity, controlled, or 10% or more of which is owned, by Respondent, or by any director, officer, principal, managerial employee of Respondent, or by any person or entity with a 10% or more interest in Respondent? (If the answer to any question is "YES," Respondent must provide all relevant information on a separate sheet attached hereto.)

(1) Within the past ten years has been convicted of or pleaded nolo contendere to (i) any felony or (ii) a misdemeanor related to truthfulness in connection with business conduct. No Yes

(2) Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state, or local government agency, any public authority or any other public entity. No Yes

(3) Has within a ten year period preceding the date of this Questionnaire been convicted of or had a civil judgment rendered against it for or in relation to: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (ii) collusion with another person or entity in connection with the submission of bids/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. No Yes

In the past ten years, has Respondent entered into a consent decree, deferred prosecution agreement or a non-prosecution agreement? No Yes

In the past seven years, have any bankruptcy proceedings been initiated by or against the Respondent (whether or not closed) or is any bankruptcy proceeding pending by or against the Respondent regardless of the date of filing? No Yes

In the past five years, have there been any judgments or tax liens of \$100,000 or more, including but not limited to judgments based on taxes owed, fines and penalties assessed by a government agency against Respondent at any time? No Yes

During the past five years, has the Respondent failed to file any applicable federal, state, or local tax return? No Yes

Background

A. Indicate if your business qualifies as one of the following:

- Small Business Enterprise Women’s Business Enterprise
- Minority Business Enterprise Labor Surplus Area Firm²

B. List any licenses your company holds. Attach a separate sheet if necessary.

² A list of labor surplus areas is available at <https://www.doleta.gov/programs/lisa.cfm>.

Exhibit E: References

RFQ for Architectural and Engineering Services

List three references for whom you have provided similar projects successfully completed in the past five years. Attached additional sheets if necessary.

Completed Project #1

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #2

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #3

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

**Exhibit F: Certification Regarding Debarment,
Suspension and Other Responsibility Matters
RFQ for Architectural and Engineering Services**

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition

Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)

- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification

1. By signing and submitting this proposal or agreement, the prospective lower-tier participant is providing the certification set out below.
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 available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom 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 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this proposal or agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction 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 signing or certifying and submitting this proposal or agreement that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, 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.
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.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this proposal or agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Respondent Name	RFQ Number
Name	Title
Signature	Date

**Exhibit G: Certification Regarding Lobbying For
Contracts, Grants, Loans, And Cooperative Agreements
RFQ for Architectural and Engineering Services**

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESPONDENT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, RESPONDENT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Respondent Name

Signature of Respondent's Authorized Official

Name and Title of Respondent's Authorized Official

Date

Exhibit H: Required Provisions for Contracts Under Grants
RFQ for Architectural and Engineering Services

Pursuant to 2 C.F.R. § 200.327, the following contract provisions are required to be included in contracts funded by federal grants and will be incorporated into the Contract awarded as a result of this RFQ.

A. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Architect agrees as follows:

- (1) The Architect will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Architect 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 Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Architect 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 Architect 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 Architect 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 Architect's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Architect 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 Architect 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 Architect's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Architect 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 Architect 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 Architect 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 the Architect becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Architect may request the United States to enter into such litigation to protect the interests of the United States.

Owner 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 Owner 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 Agreement.

Owner 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.

Owner 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, Owner 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 Owner under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Owner; and refer the case to the Department of Justice for appropriate legal proceedings.

B. 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 (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 (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 (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner 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 (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

C. COMPLIANCE WITH CLEAN AIR ACT

- (1) The Architect 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 Architect agrees to report each violation to Owner and understands and agrees that Owner 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 Architect agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Government.

D. COMPLIANCE WITH FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Architect 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 Architect agrees to report each violation to Owner and understands and agrees that Owner 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 Architect agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Government.

E. SUSPENSION AND DEBARMENT

Federal regulations restrict Owner from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Architect can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- (1) This Agreement 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, its 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 Architect 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 Owner. If it is later determined that the Architect 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 Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18. 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 federal awarding agency.

G. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this Agreement, the Architect shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - ii. Meeting Agreement performance requirements; or
 - iii. At a reasonable price.
- (2) 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/comprehensive-procurement-guideline-cpg-program>.
- (3) The Architect also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

H. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the Architect and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the Architect identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Architect is notified of such by a subcontractor at any tier or by any other source, the Architect shall report the information in paragraph (d)(2) of this clause to the Owner, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Architect shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier

(if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Architect shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Architect shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

I. DOMESTIC PREFERENCES FOR PROCUREMENTS

- (1) As appropriate, and to the extent consistent with law, Architect 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.
- (2) For purposes of this clause:
 - a. *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.
 - b. *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.

J. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Architect intends to subcontract any portion of the work covered by this Agreement, the Architect must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

K. PROTECTIONS FOR WHISTLEBLOWERS

- (1) In accordance with 41 U.S.C. § 4712, the Architect may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- (2) The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of County, Consultant, or subconsultant who has the responsibility to investigate, discover, or address misconduct.
- (3) The Architect shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

L. INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Owner encourages Architect to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

M. REDUCING TEXT MESSAGES WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Owner encourages Architect to adopt and enforce policies that ban text messaging while driving.