



**Logan County Board of Commissioners**

**Request for Qualifications  
Project Management Services**

**RFQ NO. 2026-001**

Transportation Building Rehab

Issued: 01/21/2026

## Table of Contents

I.	Introduction .....	3
A.	General Overview .....	3
B.	Organization Overview .....	3
C.	Single Point of Contact.....	3
D.	Pre-proposal Conference and Site Visit.....	3
E.	Solicitation Provision.....	4
II.	Procurement Requirements .....	4
A.	Overview .....	4
B.	Timeline.....	5
C.	Submission Contents and Format.....	6
D.	Evaluation and Selection Process .....	8
E.	Insurance Requirements .....	9
F.	Protest Procedures .....	9
III.	Project Background.....	11
A.	Planning Background and Stakeholders: .....	11
B.	Existing Facility:.....	11
IV.	Scope of Services.....	13
A.	Overview .....	13
B.	Project Timeline .....	15
C.	Project Cost.....	15
V.	General Project Requirements.....	15

### Appendices

- Appendix A – Insurance Requirements
- Appendix B – Preliminary Project Documents
- Appendix C – Federal Clauses
- Appendix D – Government-wide Debarment and Suspension
- Appendix E – Federal Certifications and Restricted Lobbying
- Appendix F – Addenda Acknowledgement
- Appendix G – DBE Participation Form
- Appendix H – Conflict of Interest Disclosure Form

## Introduction

### A. General Overview

Statements of Qualifications are hereby requested by the Logan County Board of Commissioners (hereinafter "LCBOC") for Project Management services to oversee the construction of a Transportation Office Facility and supporting infrastructure. The work location is 513 W. Auburn Avenue, Bellefontaine, Ohio 43311. The purpose of the project is to renovate the 5440-square-foot office and operations section of the Logan County Transportation Operations Headquarters, which was damaged by flooding. Renovations include repairing the roof, electrical, HVAC, and plumbing, and acquiring replacement office furniture. The renovations will enable the relocation of Logan County Transportation staff/personnel back to its headquarters for more efficient/effective operations.

### B. Organization Overview

LCBOC is located in the city of Bellefontaine, Ohio and offers transportation services for curbside-to-curb demand response shared rides on a first-come, first-serve basis. LCBOC serves all of Logan County, OH and travels up to 100 miles from the home office.

### C. Single Point of Contact

Firms must direct all communications regarding this solicitation to the Single Point of Contact identified below:

Logan County Commissioners  
David J. Henry-County Administrator  
937-599-7283  
David.henry@logancountyohio.gov

**Please do not initiate communication related to this solicitation with any employees of (Logan County Government) other than the Single Point of Contact. Firms may be disqualified for violating this restriction on communications.** If it should appear to a firm that any aspect of this RFQ is not sufficiently described or explained, or that a conflict or discrepancy exists between any federal, state, or local law, ordinance, rule, regulation or requirement, then the firm shall submit via email a request for clarification to the Single Point of Contact by 5:00 PM Eastern on **January 30, 2026**. Please put "**Logan County Commissioners RFQ**" as the subject of your email and cite the section, subsection, and heading that you are referring to. The LCBOC will subsequently make written responses to any such requests for clarification available via addendum by 5:00 PM Eastern on **February 6, 2026**.

### D. Pre-proposal Conference and Site Visit

**A non-mandatory site walk-through will be held at 315 W. Auburn Ave. Bellefontaine, OH 43311, on February 13, 2026 at 10:00 am EST.**

**A non-mandatory in person pre-submittal meeting will be held on February 13, 2026, at 11:00 am EST.**

Firms will be asked to confirm in writing verbal questions posed during the pre-submittal meeting and/or site walk-through by emailing the Single Point of Contact. **The deadline for submission of questions is 5:00 pm EST, January 30, 2026.** Questions submitted after this date will not be answered.

Questions presented by any firm and the LCBOC's answers to such questions will be shared via addendum by 5:00 pm EST on **February 20, 2026.** The LCBOC will not be bound by any formal explanation, clarification, or interpretation, oral or written, by whomever made, that is not incorporated into the addenda duly issued by the LCBOC.

All firms are responsible for providing a valid email address to receive addenda to the RFQ.

### E. Solicitation Provision

These policies shall apply to Logan County employees involved in procurement. It is a breach of ethical standards for any Logan County employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of any evaluation committee, the LCBOC or other Logan County employees other than the designated procurement officer.

## I. Procurement Requirements

### A. Overview

The LCBOC anticipates that this project will be funded in whole or part by Federal Transit Administration (FTA) Section 5339 grant funds. FTA's enabling legislation at 49 U.S.C. § 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the "Brooks Act," 40 U.S.C. § 1101 through 1104, to acquire PM services. The evaluation and selection process for this qualifications-based procurement is described under Section D below.

By submitting Qualifications, the proposing firm certifies that it has fully read and understands the RFQ and all supporting documents and Appendices, has full knowledge of the Scope of Work to be provided, and accepts the terms and conditions under which the services are to be performed.

Those submitting Qualifications do so entirely at their expense. There is no expressed or implied obligation on the part of LCBOC to reimburse any individual or firm for costs incurred in preparing or submitting qualifications, providing additional information upon request, or participating in negotiations with LCBOC.

The LCBOC may postpone the Qualifications submission deadline and revise or amend this RFQ at any time before the submission deadline. Any changes, revisions, or amendments will be announced to each firm in writing via addenda to this RFQ. If applicable, the addenda will set a new submission deadline at least seven (7) calendar days after the last addendum.

The LCBOC intends to award a Firm Fixed Price contract as a result of this solicitation. No contract arising from this solicitation is implied or guaranteed. The LCBOC reserves the right to reject any or all responses, to cancel this RFQ at any time, or to take no action regarding any contract solicited by this RFQ.

## B. Timeline

(Note: All times are according to Eastern Time. LCBOC reserves the right to modify these dates at its sole discretion.

<b>Event</b>	<b>Date</b>
RFQ Advertised	January 21, 2026
Site Visit	February 06, 2026 10 am
Pre-Submittal Meeting	February 06, 2026 11 am
Deadline for Submission of Questions/Clarifications to LCC	February 13, 5:00 pm
LCBOC response to questions published	February 20, 2026 5:00 pm
Deadline for Submission of Qualifications	March 6, 2026 5:00 pm
Negotiations with Firm(s)	March 13, 2026-March 27
Anticipated Notice to Proceed	April 10, 2026

### C. Submission Contents and Format

Qualifications in response to this RFQ must be submitted via email to (Single Point of Contact email address) in PDF format no later than **5:00 PM Eastern on March 6, 2026**. The subject line of the email shall be, **"PM TECHNICAL QUALIFICATIONS"**. Any submission received after the exact day/time specified for receipt will not be considered.

**Cost Proposals shall NOT be submitted at the Proposal Due Date.** Firms are advised to prepare, but NOT SUBMIT a Cost Proposal unless/until it is requested by LCBOC. Once a Cost Proposal is requested, the firm will have three business days to submit it to LCBOC.

LCBOC must receive submissions by the time and date specified in the Procurement Timeline in Section II. (B) and in the manner specified in Section II. (C)

Qualifications must be submitted with the following elements:

- Transmittal Letter. On company letterhead, describe the firm's commitment to successfully completing the Scope of Work contained in this RFQ. The letter should also indicate the legal status of the firm (i.e., sole proprietor, partnership, corporation, etc.), provide a primary point of contact, and be signed by an individual authorized to bind the proposing firm to a contract.
- Firm Experience. Discuss the firm's recent experience successfully completing PM engagements similar to the Scope of Work in this RFQ. Include examples of client communication, project management, and stakeholder satisfaction.
- References. Provide contact information for three (3) current and/or former clients to serve as references. Include each reference's name, title, organization, email address, and phone number. Also indicate the dates and length of time the firm has served each client and the specific service(s) provided.
- Project Approach and Timeline. Describe in detail the firm's understanding of and proposed approach to successfully completing each task identified in the Scope of Work. Included should be an overall project timeline that identifies the period of performance and key milestones and deliverables associated with each task.

Project Team. Discuss the organization of the project team as well as the specific qualifications and experience of each team member. Included should be the availability of each team member over the anticipated duration of this engagement. The firm shall provide an organizational chart, resumes, and qualifications for PM Services and construction oversight services. The resumes and organizational charts shall exhibit the capacity and capability to execute the necessary tasks effectively.

- All offerors must be actively registered in the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)) at the time of proposal submission and contract award, in accordance with FAR 52.204-7.
- The following forms shall be included with the submittal of Qualifications for the PM firm and any subconsultants:
  - Signed “Certification and Restrictions on Lobbying” form
  - Signed “Government-Wide Debarment and Suspension Certification” form
  - Signed “Acknowledgement of Addenda” form, if applicable
  - Conflict of Interest Disclosure Form
  - DBE Participation Form
- Proposals will be limited to no more than ten (10) pages, excluding personnel resumes/experience profiles, Organizational Charts, Disclosure/Certification forms, and Table of Contents. All text in the Proposal, excluding headings/titles, must be a size 12 font.
- The Proposal shall be irrevocable unless the Proposal is withdrawn. A firm may withdraw a Proposal in writing up to the date and time deadline for submission of qualifications as noted in Section II. (B). The written request must be signed by an authorized representative of the firm and submitted to the Single Point of Contact as noted in Section I (C). If a previously submitted Proposal is withdrawn before the deadline date and time, the firm may submit another Proposal at any time up to the deadline date and time.

## D. Evaluation and Selection Process

FTA requires that Project Management services be procured according to qualifications-based procedures. Unlike other procurement methods, qualifications-based procedures exclude price as an evaluation factor. Submitted Qualifications will instead be evaluated and ranked according to the criteria described in Section 1 below. LCBOC intends to award a Contract to the most qualified, responsive Proposal submitted by a responsible firm as required by 49 U.S.C. § 5325(j). A responsive Proposal includes all elements as requested in Section C of the RFQ and conforms to the essential requirements and specifications of the solicitation.

The LCBOC will conduct an initial screening of all proposals to verify each firm's compliance with the requirements of this solicitation. The LCBOC may waive or offer a limited opportunity for a firm to cure immaterial deviations from the solicitation requirements if it is deemed to be in the best interest of the LCBOC.

Following the initial screening, the LCBOC Evaluation Committee will evaluate and rate all responsive proposals based on the Criteria in Section 1. Interviews may be conducted if the LCBOC deems it to be necessary. The highest ranking firm shall be invited to submit a cost proposal and negotiation shall be conducted. Only after failing to agree on a fair and reasonable price, negotiations may be conducted with the next most qualified firm. Then, if necessary, negotiations with successive firms in descending order may be conducted until contract award can be made to a responsive and responsible firm whose price the LCBOC believes is fair and reasonable.

### 1. Criteria and Weighting

The LCBOC Evaluation Committee will evaluate all responsive Qualifications submissions according to a 100-point scale based on the following criteria:

Criteria	Points
Project Approach and Timeline	0-40
Project Team	0-25
Firm Experience	0-20
Client Satisfaction	0-15
<b>Total</b>	<b>100</b>

Project Approach and Timeline. The Evaluation Committee will be looking for a detailed and actionable approach to successfully completing each of the tasks identified in the Scope of Work. Firms must provide a timeline showing the anticipated completion of specific deliverables and/or outcomes. Firms must also demonstrate their firm's quality control program to ensure a complete, accurate, and quality product. Further, firms should describe any innovative approaches in assisting the LCBOC as it relates to this project.

Project Team. The Evaluation Committee will be looking for qualified individuals assigned to the project team, each with relevant education, licensing in the state of OH, experience, and availability. Firms must include concise resumes of each project team member and detail each individual's role within the project team. Additionally, each project team member's relationship to the proposing firm must be identified (i.e., direct employee, independent contractor, etc.).

Firm Experience. The Evaluation Committee will be looking for a history of successfully delivering similar projects on time and budget, as well as the relevant qualifications of the firm as an entity.

Client Satisfaction. The Evaluation Committee will be looking for a record of excellent client communication, project management, and stakeholder satisfaction.

## 2. Pre-Award Audit

Before awarding the contract, the LCBOC will conduct a pre-award audit in accordance with FTA requirements to confirm the contractor's responsibility and compliance with federal regulations. This includes verifying the firm's registration in SAM.gov, required professional licenses, financial capacity, and certificates of insurance. Additional documentation may be requested to ensure full compliance with all applicable requirements prior to award.

## 3. Notice of Award and Contract Award

Upon successful completion of the Pre-Award Audit, the Evaluation Committee shall prepare a recommendation for contract award for approval by the LCBOC. Upon approval, the LCBOC shall inform the successful firm of its selection. The LCBOC shall also inform, in writing, all firms that were not selected. It is the intent of LCBOC to execute the contract documents as soon as practical, but not earlier than seven (7) business days after the Notice of Intent to Award is sent to all firms.

## 4. Conflicts of Interest

The firm selected and awarded a contract as a result of this RFQ shall be ineligible to participate in any capacity in the construction bid and/or contract that stems directly from the firm's performance of work under this RFQ. Furthermore, firms for this RFQ and the firm that is awarded a contract as a result of this RFQ are required to adhere to the Conflicts of Interest procedures noted in Section V(b). of the General Requirements Section of this RFQ.

## E. Insurance Requirements

The successful firm shall provide a certificate of insurance that, at a minimum, meets the requirements set forth in Appendix A of this RFQ.

## F. Protest Procedures

### 1. Pre-Proposal Protests

All protests concerning solicitation specifications, criteria, and/or procedures shall be submitted in writing (defined as being sent or received via signed letter or electronic mail, and including the name, mailing address, and electronic mail address of the protester) to the LCBOC President of the Board (POB) Michael E. Yoder no later than ten (10) business days prior to the deadline for submission of bids/proposals.

Joseph M. Antram, President of the Board  
Logan County Board of Commissioners  
117 E. Columbus Ave.  
Bellefontaine, OH 43311  
jantram@logancountyohio.gov

The POB may, within his/her discretion, postpone the deadline for submitting bids/proposals, but in any case, shall provide a written response to all protests no later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submitting bids/proposals is postponed by the POB as the result of a protest, the postponement will be announced through an addendum to the solicitation and emailed to all interested parties. The decision by the POB shall be the final agency decision on the matter, but may be subject to review by ODOT/FTA.

## 2. Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by the LCBOC, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, the LCBOC's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via signed letter or electronic mail, and including the name, mailing address, and electronic mail address of the protester) to the POB as specified below no later than five (5) business days after the Recommendation for Contract Award announcement by LCBOC.

The POB may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that LCBOC shall announce the contract award.

The decision by the POB shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by ODOT/FTA.

## 3. Post-Award Protests

With respect to protests made after contract award by the LCBOC, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the award process, the LCBOC's failure to have or follow its protest procedures, or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via signed letter or electronic mail, and including the name, mailing address, and electronic mail address of the protester) to the POB no later than five (5) business days after the announcement of Intent to Award by the LCBOC.

## 4. Requirements for Protests

All protests must be submitted to the LCBOC in writing (defined as being sent or received via signed letter or electronic mail, and including the name, mailing address, and electronic mail address of the protester), with sufficient documentation, evidence, and legal authority to demonstrate that the Protester is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by the LCBOC.

All protests must be directed in writing (defined as being sent or received via signed letter or electronic mail, and including the name, mailing address, and electronic mail address of the protester) to the POB at the address shown in Section F(1) above.

### 5. Protest Response

The POB shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, LCBOC will also send a copy of the response to a protest to the Protester by electronic mail at the address indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official LCBOC response to the protest, and the LCBOC will not be responsible for the failure of the Protester to receive the protest response by either postal mail or electronic mail. A protest is considered resolved upon issuance of the LCBOC's final written decision. No contract award will occur until all timely protests are resolved.

### 6. Review of Protests by ODOT

All protests involving contracts financed with Federal assistance shall be disclosed to ODOT and FTA. Protesters shall exhaust all administrative remedies with the LCBOC prior to pursuing protests with ODOT. ODOT limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to ODOT must be received within five (5) working days of the date the Protester has received actual or constructive notice of the LCBOC's final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to ODOT.

## II. Project Background

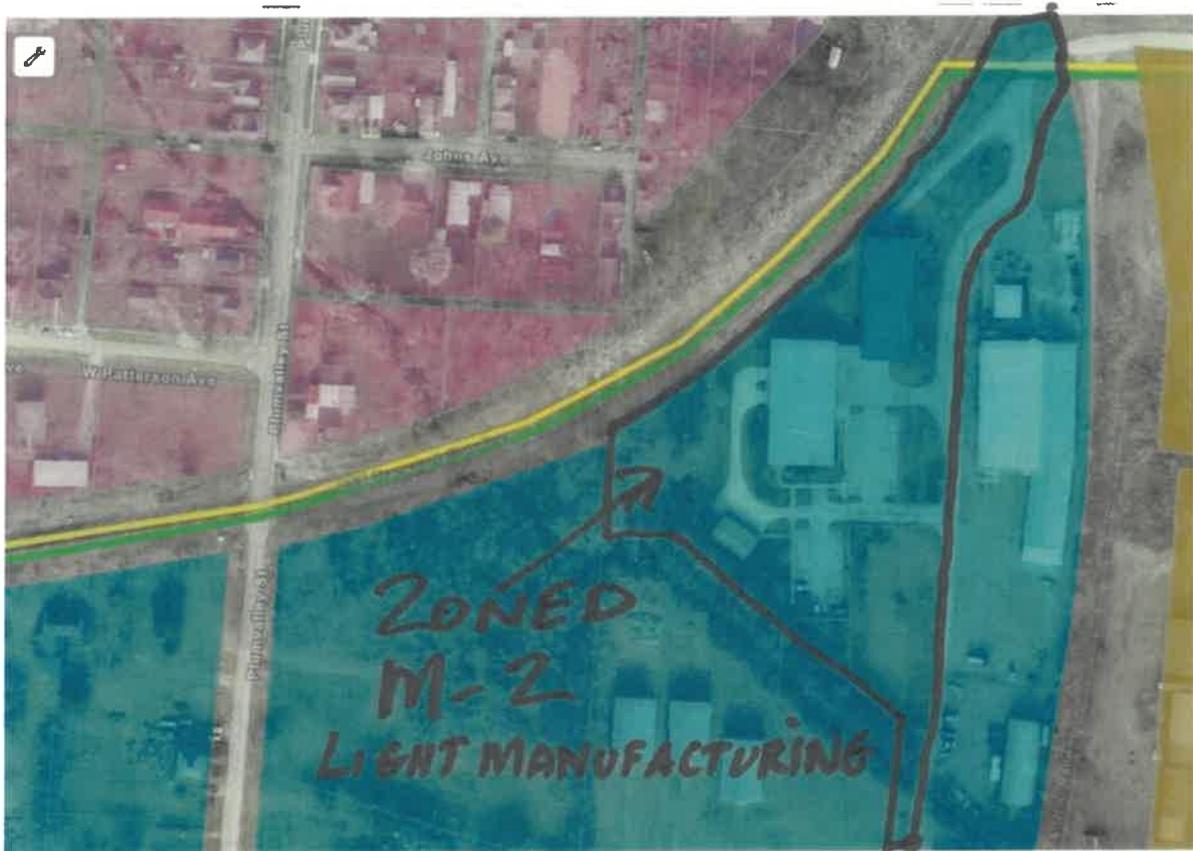
### A. Planning Background and Stakeholders:

This project became necessary due to flooding at the facility in 2019. An Environmental Assessment was completed, and the Project has been granted a Categorical Exclusion under the National Environmental Policy Act (NEPA) as it is not expected to involve significant environmental impacts. Preliminary project documents are included in Appendix B. The Federal Transit Administration (FTA) will be providing Federal assistance for the project, in the amount of \$1,270,323.00 under Catalog of Federal Domestic Assistance (CFDA) Number 20.205. The Ohio Department of Transportation (ODOT) is the recipient of Federal funds and is the Project Sponsor. The LCBOC is the subrecipient of Federal funds and will implement the Project.

### B. Existing Facility:

The facility sits on 4 acres and includes 2 commercial buildings. The Zoning is an M-2, General Manufacturing District. Land use is listed as multiple. The property is not in a floodplain. See Attachment C - 2014 Land Use and Zoning Map and Attachment D – Bellefontaine Ohio Zoning Map.

City of Bellefontaine Zoning Map



## III. Scope of Services

### A. Overview

The LCBOC is seeking Qualifications from firms to provide Project Management (PM) services, including construction oversight, which shall reflect the guidance contained in FTA's Construction Project Management Handbook linked below, or the most current version thereof:

[https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA\\_Construction\\_Project\\_Management\\_Handbook\\_2016.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Construction_Project_Management_Handbook_2016.pdf).

The PM firm shall act as the LCBOC's representative with the contractors, oversee the work the contractors perform pursuant to the contract drawings and specifications, inspect the work as acceptable, and recommend payment of the contractors' invoices. The PM firm shall assign a key staff person as the principal point of contact with the contractor and shall visit the site one or more days a week.

The successful firm shall be expected to perform the work necessary to provide for the proper PM and construction oversight for this project. The firm will provide all on-site and off-site Project inspections and observations required to certify that all materials and workmanship for this project are completed in conformance with the construction contract's requirements and industry standards. The firm must be capable of responding to the LCBOC's needs, with personnel possessing expertise in the work specified below. This expertise must exist within the firm or within the proposed project team and must be readily available to the LCBOC as needed.

Construction Phases, Work Tasks, Deliverables, and Objectives are listed below. This is not intended to be an exhaustive list.

#### 1. Pre-construction:

The successful firm will assist LCBOC in explaining the project requirements and evaluating the responsiveness of construction bid proposals. Including:

- Supporting the development of bid documents for the construction phase
- Attending the pre-bid meeting and site visit
- Assistance with preparation of Addenda as needed
- Providing support to answer bidders' questions regarding the design
- Reviewing Requests for Substitutions/Approved Equals
- Evaluation of bid differential (if not within +/- 10% of estimate)
- Review and documentation of construction special conditions and staging
- Review of constructability
- Review of project milestones and master schedule
- Develop project cost and schedule controls
- Review and management of contractor pre-construction submittals

#### 2. Construction:

The PM firm will assist the LCBOC in the administration and management of the construction contract including:

- Construction Monitoring
- Construction contract compliance
- Contractor interface and coordination
- Ensure contractor compliance with safety, quality, and regulatory requirements
- Attend and/or lead Project Kick-off and monthly progress meetings, and site visits
- Prepare and distribute meeting minutes
- Provide and keep logs of all submittals, RFIs, and change orders
- Implementation of project cost and schedule controls
- Response to Contractor Questions and RFIs
- Review/Approval of all required Submittals and Shop Drawings
- Review of Requests for Substitutions/Approved Equals (for outdated products)
- Review/Approval of Sample Fabrications and Installations, if needed
- Verify the construction contractor is producing marked-up drawings and specifications for changes, as they occur
- Subcontract approvals
- Federally required postings on Bulletin board
- EEO compliance
- Ensure compliance with Davis-Bacon Act prevailing wage requirements
- Change Order Evaluation
- Attend Semi-final and Final Inspections and prepare punch lists

### 3. Commissioning:

The PM firm shall coordinate, plan, and assume implementation of the building commissioning including:

- Implementation of checks and balances to ensure that the documentation, manufacturing requirements, systems, equipment, and operations are integrated, validated, and accepted.
- Development of a Facility Maintenance Plan. This document will describe a system of periodic inspections and preventive maintenance to be performed at certain defined intervals, based on manufacturer's recommendations where relevant. The plan shall include a spreadsheet listing manufacturers, model numbers, technical information, date accepted, warranty period, preventative maintenance schedules, required inspections, etc.
- Coordinate/verify updated drawings and disks, reflecting all changes to plans and any significant systems.

### 4. Closeout:

The PM firm shall assist with the administrative closeout of the project as needed. The PM firm shall confirm the completion and acceptability of:

- O&M manuals and applicable training
- Occupancy Certificate
- All punch list items
- Initiation of Guaranties and Warranties for associated equipment
- Record/As-built drawings
- Final inspections
- Resolution of outstanding change orders or claims disputes
- Final payment
- Commissioning

## B. Project Timeline

An approximate timeline is as follows:

<b>Event</b>	<b>Date</b>
PM NTP	April 10, 2026
Site Plan Submittal	April 17, 2026
Site Plan Approval	May 1, 2026
Design Complete	May 14 <sup>th</sup> , 2026
Construction Bid Advertisement	May 29, 2026
Construction Award	June 23, 2026
Construction Start	July 6, 2026
Beneficial Use	December 1, 2026
Project Completion/Closeout	December 31, 2026

## C. Project Cost

Estimated construction cost is \$1,270,323.00.

## IV. General Project Requirements

(a) LCBOC anticipates that this project will be funded in whole or part by Federal Transit Administration (FTA) Section 5339 grant monies. As such, this RFQ is expected to result in a contract subject to the clauses and certifications contained in the accompanying Appendices. All project work and services shall comply with applicable requirements, including the clauses and certifications contained in the accompanying Appendices. In the event of any conflict between Federal, state, or local requirements, Federal requirements shall take precedence except in cases where other laws are stricter.

(b) Conflicts of Interest – the firm must disclose any and all affiliations that might result in a conflict of interest. The firm must submit a written statement explaining the relationship and how the affiliation would not represent a conflict of interest. A conflict of interest occurs when any of the following circumstances arise:

- a) Lack of Impartiality or Impaired Objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
- b) Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- c) Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

(c) The firm shall perform all services in an expeditious manner consistent with the interests of the LCBOC and of the highest professional quality. All work shall be in conformance with all applicable standards, codes, and requirements.

(e) Periodic progress reports shall be prepared describing the PM firm's accomplishments and overall progress made during the period. It shall contain work completed in the current invoicing period and work expected to be completed in the upcoming period. Progress reports will be submitted with each payment request or monthly, whichever is shorter.

### **End of Technical RFQ**

This concludes the technical portion of the Request for Qualifications. **Please refer to the accompanying Appendices** provided as a separate document for all required federal clauses, forms, and additional provisions referenced herein. The appendices form an integral part of this solicitation and will be incorporated into any resulting contract. By submitting a response, the Offeror acknowledges and agrees to comply with all requirements contained in the RFQ and its appendices.



## Appendix A



## APPENDIX A – INSURANCE REQUIREMENTS

Board of Logan County Commissioners

117 E. Columbus Ave.

Bellefontaine, OH 43311

Re: Certificate of Insurance to be considered/hired for Project Management Services by the Board of Logan County Commissioners for Project: RFQ 2026-001 Transportation Building Rehab.

To whom it may concern:

As a business providing services as outlined to the Board of Logan County Commissioners we require that you provide us with evidence of insurance with the minimum requirements outlined below:

**Commercial General Liability (Occurrence Form)**

General Aggregate (other than Prod/Comp Ops Liability) \$ 2,000,000

Products/Completed Operations Aggregate \$ 2,000,000

Personal & Advertising Injury Liability \$ 1,000,000 Each Occurrence \$ 1,000,000

Professional Liability \$ 1,000,000

◆ The Board of Logan County Commissioners to be Named as Additional Insured for Professional Liability, General Liability and Completed and Ongoing and Completed Operations

**Workers Compensation and Employer's Liability**

Workers' Compensation State Statutory Limits

Bodily Injury by Accident \$500,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$500,000 each employee

**Umbrella Liability Each Occurrence and Aggregate**

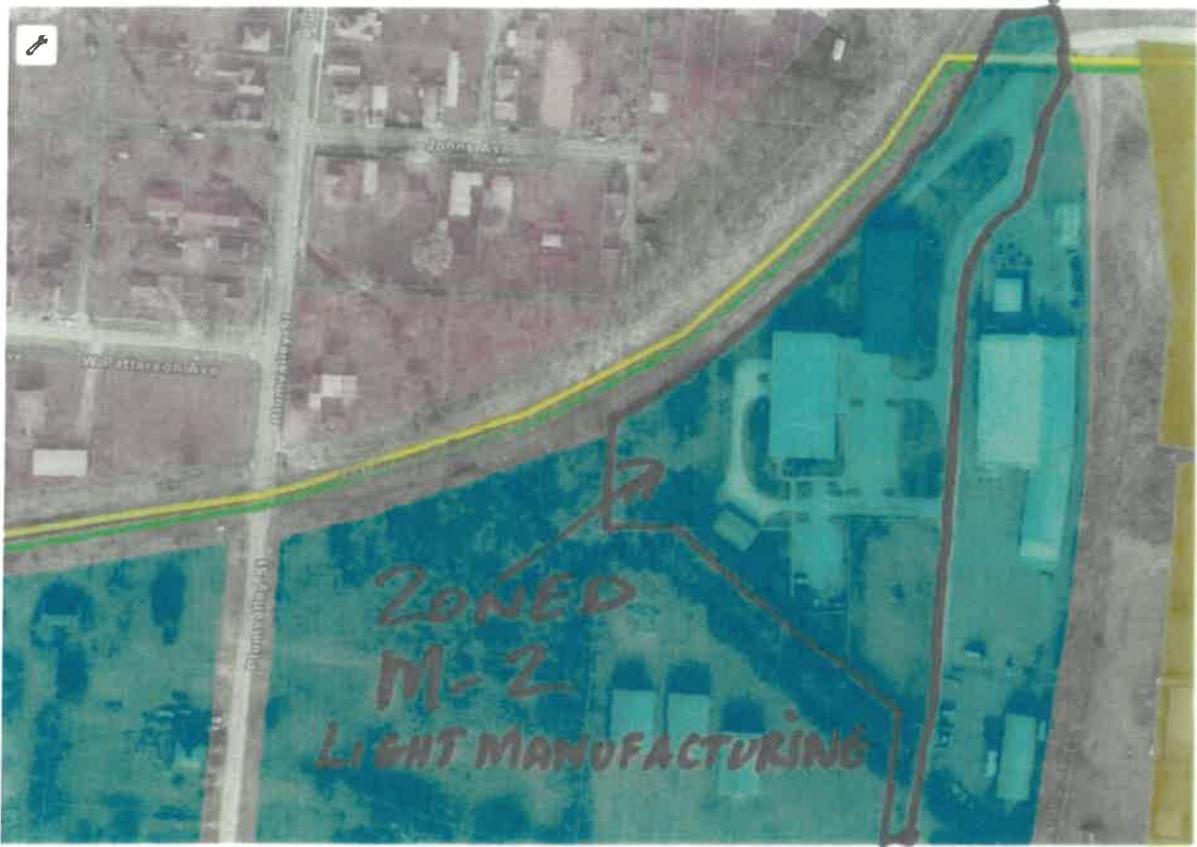
\$1,500,000 Umbrella Liability to cover: General and Professional Liability as underlying The above coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

**Please forward your certificate of insurance prior to commencing work to the single point of contact, David J. Henry, County Administrator at [david.henry@logancountyohio.gov](mailto:david.henry@logancountyohio.gov)**



## Appendix B

City of Bellefontaine Zoning Map





## Appendix C

## **APPENDIX C: FEDERAL CLAUSES**

### **Contents**

Appendix C: Federal Clauses.....	1
Access to Records And Reports.....	2
Americans with Disabilities Act (ADA).....	2
Buy America Requirements.....	3
Changes to Federal Requirements .....	3
Civil Rights Laws and Regulations.....	3
Clean Air Act and Federal Water Pollution Control Act.....	5
Contract Work Hours and Safety Standards Act .....	6
Davis Bacon Act and Copeland Anti-Kickback Act.....	7
Debarment and Suspension.....	8
Disadvantaged Business Enterprise (DBE) .....	8
Energy Conservation.....	9
Fly America .....	9
Incorporation of Federal Transit Administration (FTA) Terms .....	10
No Government Obligation to Third Parties.....	10
Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters .....	11
Program Fraud And False or Fraudulent Statements and Related Acts.....	11
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. ....	12
Prompt Payment.....	13
Restrictions on Lobbying.....	13
Safe Operation Of Motor Vehicles .....	15
Seismic Safety.....	15
Solid Wastes (Recovered Materials).....	16
Termination.....	16
Veterans Hiring Preference.....	19
Violation and Breach Of Contract .....	19
Federal Tax Liability and Recent Felony Convictions .....	20
Severability .....	20
Trafficking in Persons.....	22
Whistleblower Protections.....	22

## **FEDERAL CLAUSES**

### ***ACCESS TO RECORDS AND REPORTS***

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

### ***AMERICANS WITH DISABILITIES ACT (ADA)***

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42

U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## ***BUY AMERICA REQUIREMENTS***

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects,” 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA’s Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

## ***CHANGES TO FEDERAL REQUIREMENTS***

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient’s Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

## ***CIVIL RIGHTS LAWS AND REGULATIONS***

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI

of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

- 1 **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex, disability, or age, and prohibits discrimination in employment or business opportunity.
  - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2 **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- 3 **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- 4 **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for

employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Federal Law and Public Policy Requirements.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

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

The Contractor agrees 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 FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

### Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(1) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(2) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

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

- a. **Applicability:** This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, 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.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning

compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the 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 \$10 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 agency 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.”

***DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT***

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the

Contractor shall 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, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations

at 29 C.F.R. 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 Contractor is 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.

### ***DEBARMENT AND SUSPENSION***

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### ***DISADVANTAGED BUSINESS ENTERPRISE (DBE)***

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

## ***ENERGY CONSERVATION***

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## ***FLY AMERICA***

a) Definitions. As used in this clause—

- 1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- 2) “United States” means the 50 States, the District of Columbia, and outlying areas.
- 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly

America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- b) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- c) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

- d) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

***INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS***

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

***NO GOVERNMENT OBLIGATION TO THIRD PARTIES***

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that

the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

***NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS***

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

***PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS***

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying

contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

***PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.***

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- 1) Procure or obtain;
  - 2) Extend or renew a contract to procure or obtain; or
  - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or

otherwise connected to, the government of a covered foreign country.

- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

### ***PROMPT PAYMENT***

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

### ***RESTRICTIONS ON LOBBYING***

#### **Conditions on use of funds.**

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a

cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

**Certification and disclosure.**

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or, contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative

agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

## ***SAFE OPERATION OF MOTOR VEHICLES***

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## ***SEISMIC SAFETY***

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of

compliance issued on the project.

### ***SOLID WASTES (RECOVERED MATERIALS)***

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

### ***TERMINATION***

#### Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

#### Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

#### Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### ***VETERANS HIRING PREFERENCE***

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### ***VIOLATION AND BREACH OF CONTRACT***

#### **Disputes:**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the

agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance during Dispute:**

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

**Claims for Damages:**

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies:**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

**Rights and Remedies:**

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

***FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS***

- (1) The contractor certifies that it:
  - (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

***SEVERABILITY***

The Contractor agrees that if any provision of this agreement or any amendment thereto is

determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## ***TRAFFICKING IN PERSONS***

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

## ***WHISTLEBLOWER PROTECTIONS***

Federal law (41 USC § 4712; 2 CFR § 200.217) provides protections for employees and contractors working in programs that receive federal funding. As an employee or contractor of a subject program:

- You will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the you 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.
- You can report any such evidence to a management official at your place of employment or to the FTA; to the Department of Justice or any law enforcement agency; to the Office of the Inspector General (OIG); or the Government Accountability Office (GAO), among others.
- You have the responsibility to, and hereby agree to, inform in writing all employees or contractors under this federally funded project of these protections.



## Appendix D

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
  1. Debarred,
  2. Suspended,
  3. Proposed for debarment,
  4. Declared ineligible,
  5. Voluntarily excluded, or
  6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
  1. 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,
  2. Violation of any Federal or State antitrust statute, or,
  3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  1. Equals or exceeds \$25,000,,
  2. Is for audit services, or,
  3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
  1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - a. Debarred from participation in its federally funded Project,
    - b. Suspended from participation in its federally funded Project,
    - c. Proposed for debarment from participation in its federally funded Project,
    - d. Declared ineligible to participate in its federally funded Project,
    - e. Voluntarily excluded from participation in its federally funded Project, or
    - f. Disqualified from participation in its federally funded Project, and
  3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

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

Signature of Authorized Official: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_



## Appendix E

# Federal Certifications

## CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_ hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature of notary and SEAL: \_\_\_\_\_



## Appendix F

## ADDENDA ACKNOWLEDGMENT

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Proposer: \_\_\_\_\_

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

Project ID: \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Failure to acknowledge may cause the bid to be considered not responsive

**I acknowledge receipt of all above listed addendums.**

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_



## Appendix G

# Disadvantaged Business Enterprises (DBE) Participation

ODOT Form 24-017

This form is required to be filled out by all companies who bid on a project, regardless of whether or not the bidder is awarded Federal funds.

## Firm General Information

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

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

Firm Zip Code: \_\_\_\_\_ Age of Firm: \_\_\_\_\_

Firm's DBE Status:  Certified DBE  Not a Certified DBE

## Firm's Annual Gross Receipts Range

- Less than \$1 million
- \$1 million or more but less than \$3 million
- \$3 million or more but less than \$6 million
- \$6 million or more but less than \$10 million
- \$10 million or more

## Firm's Majority Owner Information

### Gender:

Male  Female  Other

### Race:

American Indian  Black or African American  Alaska Native

Asian  Middle Eastern or North African  White

Native Hawaiian or Pacific Islander

## NAICS Code

See list at [NAICS Code & SIC Identification Tools | NAICS Association](#) and select the applicable code.

NAICS Code: \_\_\_\_\_

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

## Signature and Acknowledgement

By completing this form, the firm agrees to the following assurance: The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible.

\_\_\_\_\_  
Firm's Authorizing Signature

\_\_\_\_\_  
Date



## Appendix H

**Instructions:**

Complete **Appendix H1** if there are any potential or actual conflicts of interest. Firms completing Form H1 must provide additional information regarding the conflict(s), as requested in the form (attach an additional sheet if necessary).

Complete **Appendix H2** if there are no potential or actual conflicts of interest.

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST FORM FOR A&E CONTRACTS**

The PROPOSER must identify and describe in detail each conflict of interest.

Use one form for each firm and attach additional documentation as necessary.

- I. Describe in detail the nature of the actual or potential conflict(s) (involving project, personnel, financial advantage, or another item):
  - a) project,
  - b) personnel,
  - c) financial advantage, or
  - d) another item
- II. For **each** actual or potential conflict above, describe in detail the **measures proposed to mitigate or resolve each issue.**
- III. Describe in detail the intended effect of the proposed measures on the actual or potential conflict(s) and how the proposed measures will mitigate or resolve the actual or potential conflict(s):

I, \_\_\_\_\_ (insert name) on behalf of \_\_\_\_\_ (insert co.) declare under penalty of perjury that the information and facts provided above are true and correct.

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

Provide name and phone number for a contact person who is authorized to discuss this disclosure form with the Logan County Board of Commissioners (LCBOC) contract personnel.

Name & Title \_\_\_\_\_ Phone \_\_\_\_\_

Solicitation # \_\_\_\_\_ Firm Name \_\_\_\_\_

--- The following section is for LCBOC Review Only ---

**LCBOC REVIEWER**

Check the appropriate box and document justification in the comment area for all responses. Attach additional fact sheet as required.

- I agree with the mitigation/resolution plan as outlined by the Proposer.
- I do not agree with the mitigation/resolution plan and recommend disqualification (attach Fact Sheet)
- I do not agree with the mitigation/resolution plan and propose an alternate mitigation/resolution plan (attach Fact Sheet)

Comments:

---



---

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

---

LCBOC Reviewer Signature

**LCBOC CEO**

Check the appropriate box and provide comments.

- I approve the proposed mitigation plan.
- I do not concur with the mitigation plan. See comments below. Comments:

*Sample Comment: I approve/disapprove the recommendation as proposed. Disapproval is based on (facts here).*

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

---

CEO

**CONFLICT OF INTEREST STATEMENT**

\_\_\_\_\_ fully supports Logan County Board of Commissioner's (LCBOC's) commitment to ensuring that all proposers maintain objectivity and avoid any actual or perceived organizational conflicts of interest. We recognize that such conflicts may arise when a contractor is unable or potentially unable to render impartial assistance or advice, when a contractor's objectivity may be impaired, or when a contractor may gain an unfair competitive advantage due to past, present, or planned relationships or activities.

In accordance with this policy, \_\_\_\_\_ affirms that our objectivity is not impaired by any related financial or other interests in organizations whose interests may be substantially affected by LCBOC's contracting activities.

I hereby certify, to the best of my knowledge and belief, that no affiliation exists that presents a potential or actual conflict of interest in connection with this proposal.

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

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

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

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

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