

Perry County Transit



Request for Qualifications Architectural and Engineering Services

RFQ NO. PCT 2025-01 Perry County Transit Garage Facility Project

Issued: October 6, 2025

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I. Introduction

A. General Overview

Statements of Qualifications are hereby requested by Perry County Transit (hereinafter “PCT”) for Architectural and Engineering (A&E) to design a vehicle storage facility and supporting infrastructure. The dimensions of the facility will be approximately 21,250 sf, which will allow PCT to store all of its fleet in a climate-controlled area. The Transit yard and employee parking area will be paved, and proper drainage installed. The total area to be paved is 32,500 square feet. The existing 3,000 sf lean-to structure will be demolished as the structure appears to have issues. The proposed new vehicle storage facility will be constructed in place of the demolished lean-to structure. The county salt barn will be relocated to the south of the property, next to the second existing salt barn to allow sufficient room for the new facility (Project Footprint included in Appendix B – Preliminary Project Documents). Approximately 300 feet of additional fencing will need to be erected to keep all of the assets within the compound and the installation of an automatic gate that can function with our current system. Installation of solar panels on the roof of the facility will be added to help reduce the carbon footprint of PCT. The site will also be prepped for the installation of a sufficient above ground propane tank and filling station that meets federal, state and local requirements for the use of new PCT propane vehicles. The Propane infrastructure portion of this project is being funded under an Ohio Rural Zero Emissions Program (ORZEP) 5311 grant and the Federal LOW-NO Grant.

B. Organization Overview

Perry County Transit (PCT) is a local government entity under the direction of the Perry County Commissioners. As a rural transportation agency in Southeast Ohio, PCT operates 31 vehicles and has secured funding to add 12 propane vehicles to its fleet. Each year, PCT completes over 50,000 trips, providing essential transportation services to the community. The agency is funded by grants from the Ohio Department of Transportation and the Federal Transit Authority.

C. Single Point of Contact

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

Mason Dickerson
Perry County Transit
740-277-9839
Mason.Dickerson@perrycountyohio.gov

Please do not initiate communication related to this solicitation with any employees of (Perry County Transit or Perry County Commissioners) 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 **October 13th, 2025**. Please

put **“Perry County Transit RFQ”** as the subject of your email and site the section, subsection, and heading that you are referring to. PCT will subsequently make written responses to any such requests for clarification available via addendum by 5:00 PM Eastern on **October 17th, 2025**.

D. Pre-proposal Conference and Site Visit

A site walkthrough will be held at 499 N State Street, New Lexington, Ohio 43764, on October 22, 2025 at 10:00 am EST. Site walkthrough attendance is non-mandatory but encouraged.

A non-mandatory pre-submittal meeting will be held on October 22, 2025, at 3:00 pm EST. In-person and/or Zoom.

Please email the single point of contact if you plan to attend the site walkthrough and/or pre-submittal meeting.

Firms will be asked to confirm in writing verbal questions posed during the site walkthrough by emailing the Single Point of Contact. **The deadline for submission of questions is 5:00 pm EST, October 28, 2025.** Questions submitted after this date will not be answered.

Questions presented by any firm, and PCT answers to such questions, will be shared via addendum **by 5:00 pm, EST on November 4, 2025**. PCT 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 PCT.

All firms are responsible for supplying a valid email address to receive information about addenda to the RFQ.

E. Solicitation Provision

These policies shall apply to Perry County Transit employees involved in procurement. It is a breach of ethical standards for any Perry County Transit 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 Perry County Commissioners, or other Perry County Transit employees other than the designated procurement officer.

II. Procurement Requirements

A. Overview

Perry County Transit (PCT) 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 architectural and engineering (A&E) 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 by PCT to reimburse any individual or firm for costs incurred in preparing or submitting Qualifications, providing additional information if requested, or participating in negotiations with PCT.

PCT may postpone the deadline for submitting Qualifications and may revise or amend this RFQ at any time before the submission deadline. Such changes, revisions, or amendments, if any, will be announced to each firm by written addenda to this RFQ. If applicable, the addenda will identify a new submission deadline, which will be at least seven (7) calendar days after the last addendum.

The PCT intends to award a Firm fixed-price contract as a result of this solicitation. No contract arising from this solicitation is implied or guaranteed. PCT reserves the right to take no action regarding any contract solicited by this RFQ, including the right to reject all offers.

B. Timeline

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

Event	Date
RFQ Advertised	October 6, 2025
Request for Clarifications	October 13, 2025, 5:00 pm
Response for Clarification	October 17, 2025, 5:00 pm
Site Walkthrough	October 22, 2025, 10:00 am
Pre-submittal Meeting	October 22, 2025, 3:00 pm
Deadline for Submission of Questions to PCT	October 28, 2025, 5:00 pm
PCT response to questions published	November 4, 2025, 5:00 pm
Deadline for Submission of Qualifications	November 17, 2025, 5:00 pm
Negotiations with Firm(s)	December 15, 2025
Anticipated Notice to Proceed	January 9, 2026

C. Submission Contents and Format

Qualifications in response to this RFQ must be submitted via email to mason.dickerson@perrycountyohio.gov in PDF format no later than **5:00 PM Eastern on Friday, November 17, 2025**. The subject line of the email shall be, **“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 PCT. Once a Cost Proposal is requested, the firm will have five business days to submit it to PCT.

PCT 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 A&E 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 A&E Services. The resumes and organizational charts shall exhibit the capacity and capability to execute the necessary tasks effectively. Meaningful use of

Disadvantaged Business Enterprises (DBEs) as a part of the project team is encouraged. A link to the ODOT DBE Directory is included below. Click on “DBE Directory” for the latest list.

ODOT DBE Directory: <https://www.transportation.ohio.gov/working/data-tools/resources/dbedirectory>

- All offerors must be actively registered in the System for Award Management (SAM) <https://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 A&E 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
 - DBE Participation Form
 - Conflict of Interest Disclosure 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 A&E 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. PCT 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.

PCT will conduct an initial screening of all proposals to verify each firm’s compliance with the requirements of this solicitation. PCT 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 PCT.

Following the initial screening, PCT's Evaluation Committee will evaluate and rate all responsive proposals based on the criteria in Section 1. Interviews may be conducted if PCT 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 PCT believes is fair and reasonable.

1. Criteria and Weighting

Perry County Transit's (PCT's) 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
Total	100

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 PCT 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 Ohio, 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

Upon determination of the most qualified, responsible firm with a fair and reasonable price proposal and prior to consideration of contract award, PCT will request from the firm, Professional Licenses, Certificate of Insurance, and any other documents the Evaluation Committee may deem necessary.

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 PCT (Board of Commissioners, etc). Upon approval, PCT shall inform the successful firm of its selection. PCT shall also inform, in writing, all firms that were not selected. It is the intent of PCT 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 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 letter or facsimile on official firm/agency letterhead or by electronic mail) to the Transportation CEO as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Transportation CEO may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Transportation CEO as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Transportation CEO shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

5. Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by Perry County Transit, 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, Perry County Transit'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 letter or facsimile on official firm/agency letterhead or by electronic mail) to the Transportation CEO as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by Perry County Transit.

The Transportation CEO 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 Perry County Transit shall announce the contract award.

The decision by the Transportation CEO shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by ODOT as specified below.

6. Requirements for Protests

All protests must be submitted to Perry County Transit in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence, and legal authority to demonstrate that the Protestor 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.

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Section 6: Contract Administration Requirements and Considerations

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

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Transportation CEO at the address shown in the solicitation documents.

7. Protest Response

The Transportation CEO 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, Perry County Transit will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official Perry County Transit response to the protest and Perry County Transit will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

8. Review of Protests by ODOT

All protests involving contracts financed with Federal assistance shall be disclosed to ODOT. Protesters shall exhaust all administrative remedies with Perry County Transit 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 Perry County Transit final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to ODOT.

III. Project Background

A. Planning Background and Stakeholders:

Perry County Commissioners own the property. An Environmental Assessment was completed. 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. An appraisal was done; preliminary civil engineering and building cost estimates were completed. The preliminary analysis was based on public information and general industry knowledge, including tax records, square footage, and GPS/Map location. 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 \$2,111,301 under Catalog of Federal Domestic Assistance (CFDA) Number 20.509. The Ohio Department of Transportation (ODOT) is the recipient of Federal funds and is the Project sponsor. PCT is the subrecipient of Federal funds and will implement the Project. This project is supported by Perry County Commissioners, Perry County Engineers office, Perry County Auditor, Village of New Lexington and Ohio Department of Transportation. PCT has also been awarded three additional grants from FTA and ODOT for propane vehicles, including propane filling infrastructure.

B. Existing Facility:

The subject property is located at 499 N State Street, New Lexington, Ohio 43764 (hereinafter the "Property"). The existing Property is approximately 3 acres and has three facilities located on the grounds: the Administrative Building/Transit Office, which will remain intact; a garage facility which was recently renovated into a maintenance facility and will remain intact; and a five-port 3,000 sf metal lean-to structure which will be demolished and replaced with the new vehicle storage facility. There is also an existing salt barn in the footprint of the new vehicle storage facility that will need to be relocated onsite.

IV. Scope of Services

A. Project Details

Perry County Transit (PCT) is seeking Qualifications from firms providing Architectural and Engineering (A&E) services to design a vehicle storage facility and supporting infrastructure. This RFQ is intended to outline PCT's objectives, expectations, and general requirements for services to be provided for this project. However, this RFQ does not intend to define all services that may be needed in connection with the project. The firm shall describe, in detail, its means and methods for achieving the objectives of this project including the proposed elements noted below, QA/QC, and third-party coordination.

Project Objectives:

- Design a climate-controlled vehicle storage facility and supporting infrastructure
- Total facility footprint: Approximately 21,250 square feet

1. Facility Technical Specifications:

- Structural design for vehicle storage
 - Unidirectional travel for vehicles
- Climate control system integration
- Roof design to accommodate solar panel installation
- Adequate ventilation and fire suppression systems

2. Site Design Requirements:

- Develop a comprehensive site plan including:
 - Paved transit yard and employee parking layout (32,500 square feet total)
 - Drainage system design
 - Demolition of existing 3,000 sf lean-to structure
 - Perimeter fencing (approximately 300 linear feet)
 - Automatic gate that ties into current gate system
 - Salt barn relocation plan
 - Installation of above ground propane tank with monitored fueling capabilities and overhead canopy
 - Implementation of a fuel island canopy connected or standalone for current fuel pumps

3. Sustainability Considerations:

- Solar panel roof integration
- Low emissions infrastructure design

4. Regulatory Compliance:

- Meet all local and state transit facility design standards
- Ensure ADA and building code compliance
- Ensure Federal & State compliance with propane tank & fueling installation regulations

The successful firm is required to design and document all necessary repairs and modifications to provide for the determined upgrades to the subject property. The A&E firm shall implement Value Engineering techniques during design to satisfy the required functions of the project at the lowest initial total cost and cost over the life of the project. The additions and renovations to the existing structure and site should conserve energy and provide a healthy indoor environment. The project is to contain ADA-accessible restrooms and waiting area space. All work shall comply with 49 CFR 37.43, Alteration of transportation facilities by public entities, and 49 CFR 37.9 Standards for accessible transportation facilities.

B. Project Timeline

An approximate timeline is as follows:

Event	Date
A&E NTP	January 9 th 2026
Site Plan Submittal	March 20 th 2026
Site Plan Approval	Up to 8 weeks after submittal
Design Complete	June 19 th 2026
Construction Bid Advertisement	TBD
Construction Award	TBD
Construction Start	TBD
Beneficial Use	TBD
Project Completion/Closeout	TBD

C. Project Cost

Estimated construction cost is \$2.7 million for the garage and site work. With an additional \$300,000 available for above ground propane and propane fueling installation from LOW-No & ORZEP.

D. Task 1: Provide Architectural and Engineering Services

The successful firm will provide all A&E services necessary to fulfill the scope of work as noted in Section IV of this RFQ. The successful A&E firm will develop the construction bid package that contains the final drawings and specifications for the project required to solicit and obtain construction contract bids and will be the Designer of Record (DOR). Design Phases, Work Tasks, Deliverables, and Objectives are listed below. This is not intended to be an exhaustive list.

1. Conceptual Phase

The successful firm shall work with PCT, and other stakeholders as necessary, to define overall goals, parameters, and guidelines for the design and construction of the project. This effort shall generally include the definition of functional criteria, architectural standards, and alternate building systems. The goal of this phase is to develop a design concept that will satisfy the functional requirements and objectives of the PCT within the limits of the funds available.

The A&E firm shall present up to three conceptual designs showing alternate options for achieving the design objectives. The alternatives should include Value Engineering to present cost-effective alternatives

that satisfy the PCT's objectives and requirements. This includes but is not limited to alternate options for the design and layout of mechanical, electrical, and plumbing systems, interior rooms, and structural modifications. Upon review/consideration of the alternate design concepts, PCT shall select the preferred option.

Work Tasks and Deliverables include but are not limited to:

- Review project objectives and existing concepts/plans and costs and assess potential risks, opportunities, and limitations.
- Develop design criteria.
- Develop a conceptual level cost estimate.
- Develop a conceptual level schedule.
- Identify regulatory requirements.
- Identify third-party coordination needs.
- Present alternate design concepts.

The preferred option approved by the PCT shall be the Final Conceptual Design. The A&E firm shall advance the Final Conceptual Design to the Schematic phase.

2. Schematic Phase:

The A&E firm shall translate the Final Conceptual Design into alternative spatial and material solutions. The design shall consist of appropriate plans depicting spaces, elevations and sections, outline specifications, a general narrative description of basic systems and materials, and other documents that illustrate the scale and relationship of project components. Architectural, structural, mechanical, and electrical concepts shall be represented.

Work Tasks and Deliverables include but are not limited to:

- The successful firm shall develop a full Schematic Design.

This Phase is complete upon acceptance of the Final Schematic Design by PCT.

3. Design Development Phase:

The successful firm shall develop the construction bid package that contains the final drawings and specifications required for the project to solicit and obtain construction contractor bids.

Tasks and work products include but are not limited to:

- Prepare and submit to PCT a developed design based on the Final Schematic Design and any adjustments authorized by PCT. The developed design shall indicate all building and site component details and their configurations. The A&E firm shall identify and implement value engineering options approved by PCT throughout the design process.
- The A&E firm shall submit a formal detailed construction cost estimate for the developed design, comparable to the construction budget provided in IV. (C) of this RFQ.
- Design development documents present the approved schematic design in greater detail. Design drawings shall include site plans, dimensioned floor plans, horizontal and vertical utility distribution, and special systems if applicable. Architectural finish standards shall be established.

Design development documents shall be submitted for regulatory review and approval as required.

- Upon consultation and review by PCT, the initial Developed Design shall be revised as needed. Based upon comments from PCT, the successful firm shall continue to refine the developed design to achieve the project requirements and meet the target construction cost budget as noted in Section IV. (C) of this RFQ.

The successful firm shall meet and coordinate extensively with representatives of PCT to facilitate their decisions on project details and the resolution of issues. The refinement of the developed design shall continue until a formal Acceptance by the PCT of a Final Developed Design. This Phase is complete upon that Acceptance.

The successful firm shall provide all services necessary for design/compliance review by applicable agencies having jurisdiction over the project. Provide a list of all permits and approvals required for the project to the Project Manager in writing. The firm will be responsible for all paperwork (including applications) and fees, necessary for municipal, state and/or federal approvals and/or permits having jurisdiction over project, prior to bid opening.

a) Submittals:

The successful firm shall submit 35%, 95%, and Final Design packages that meet the below objectives. In response to this RFQ, firms may present alternate approaches to executing the design.

35% Design:

Define the major design elements of the project and refine the project's scope, schedule and budget that the project design team can commit to delivering to management and critical stakeholders.

- Determine any fatal flaws.
- Define scope of the project.
- Identify third party utility work required.
- Develop a project budget that the project manager can commit to (Baseline Budget).
- Develop a project schedule that the project manager can commit to (Baseline Schedule).
- Develop a cost estimate that the project manager can commit to (Baseline Cost Estimate).
- Finalize design criteria.

95% Design:

Confirm that the project can be constructed and that the submitted plans and specifications will meet the objectives of the project without significant design changes. Complete the project design, including plans and specifications, subject to review comments by all applicable all stakeholders.

- Finalize the expectations and objectives of the project.
- Confirm the constructability of the project.
- Determine construction permit requirements.
- Identify preferred equipment and materials.
- Confirm the bid viability of the project.
- Prepare engineer's cost estimate for bid.
- Finalize building permit package.

Construction Documents (100%):

Submittal of all construction contract documents, and all outstanding actions and work shall incorporate all review comments by the Final Review. This set shall be to demonstrate compliance with the comments.

- Provide construction documents that describe in drawings, specifications, and other contract documents, the requirements for construction of the project.
- All schedules of equipment, materials and finishes are finalized.
- Technical and supplementary general specifications are completed.
- Receipt of all permits and regulatory approvals must occur before completion of this stage.

4. Construction Phase Services

The A&E firm shall continue to provide the following design services during construction:

- Receive and respond to construction contractor Requests for Information (RFIs).
- Review and recommend acceptance of contractor submittals called for in the drawings and specifications with respect to the construction deliverables including compliance with Buy America provisions of the contract.
- Review change requests and estimate costs for change orders.
- Make periodic visits to the site to assure design compliance and provide certification efforts as required by the permitting agency.
- Review, approve, and deliver final as-built drawings.

V. General Project Requirements

The following requirements apply to all architectural, engineering and related professional service contracts:

(a) Any Agreement entered into pursuant to this RFQ is subject to financial assistance grants between Perry County Transit, ODOT, and the FTA. 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:

1. 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.
2. Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
3. 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 contractor shall not assign or transfer any interest in this contract without the prior written consent of Perry County Transit, ODOT, and the United States Department of Transportation (USDOT), FTA. Any assignment or transfer without such consent shall be void and unenforceable. The contractor must ensure that any approved assignment complies with all applicable federal requirements.

(d) The firm shall perform all services in an expeditious manner consistent with the interests of the PCT 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 accomplishments, decisions and overall progress made during the period. It shall contain an updated project schedule and budget information and shall specifically include information regarding RFIs, change orders, submittals as well as the firm's invoice status. Progress reports will be submitted with each payment request, or monthly, whichever represents the shorter duration.

(f) The firm will be required to complete all paperwork (including applications) necessary for municipal, state and/or federal approvals and/or permits, prior to construction bid opening. Provide a list of all permits and approvals required for the project to the Project Manager in writing.

(g) As part of this contract, the firm shall complete all paperwork (including applications) necessary for PCT approvals and/or permits. PCT agrees to serve as the firm for the permitting process, and any application or expediting fees relating to the approvals will be the responsibility of PCT. Any supplementary (optional) reviews requested by the firm will be the firm's responsibility.

(h) The firm shall obtain sign-off of all utilities, government agencies having jurisdiction, using agencies, and coordinate with and/or present work to, related or affected stakeholders, as required by the Project Manager.

(i) Construction cost estimates shall be provided. Estimates shall be organized in accordance with Construction Specifications Institute (CSI) format and incorporate contingencies and escalation appropriate to the project schedule. Estimates must be presented for each Prime contract and for each Alternate (if applicable).

(j) The firm shall accomplish the design services required to solicit and award a construction contract to achieve PCT's objectives for the construction of the facility designed at a price that does not exceed the estimate set for in the Scope of Services Section IV (C) of this RFQ or as otherwise determined during schematic design. If bids or proposals for the construction contract are received that exceed the estimated cost by more than 10%, the firm may be required to perform such redesign and other services as are necessary to permit contract award within the estimated cost. These additional services shall be performed at no increase in the price of the contract. The firm shall not be required to perform such services at no additional cost when the unfavorable proposals or bids are the result of conditions beyond the firm's reasonable control. (Lack of knowledge regarding bid climate does not constitute beyond reasonable control.)

(k) All work shall be reviewed and checked prior to submission to PCT. Qualified firms/individuals not involved in the design work shall perform reviews. It shall be the responsibility of the firm to thoroughly coordinate drawings representing the work of different disciplines (architectural, mechanical, electrical, etc.). For assurances, a quality control report shall be submitted by the firm with each submittal interval in the design development phase noted in Section D. (3)a of this RFQ. The firm shall provide a certification statement indicating that a thorough review of the designs, plans, drawings, reports and specifications prepared by its design team has been performed.

(l) All work shall be performed by or reviewed and approved by architects and engineers registered to practice the appropriate discipline in the State of Ohio.

(m) No obvious hazardous material(s) currently exists on the subject property beyond Gasoline and Diesel fuel located in underground storage tanks located in the center of the yard. This includes two fuel pumps used by the county and will need to have access to as long as possible.

(n) It is PCT's intention to incorporate the latest developments in energy conservation and resource efficiency, as well as improve indoor air quality and minimize environmental impacts in its design program wherever appropriate. The overall goals for sustainable materials and systems may include minimizing unwanted building or atmospheric emissions and/or non-reusable or recyclable waste.

(o) All products specified for inclusion in the scope of work for construction shall be Energy Star qualified products for all U.S. EPA – listed product categories. All electric motors over one (1) horsepower should be National Electrical Manufacturers Association (NEMA) Premium labeled motors.

APPENDIX A - INSURANCE REQUIREMENTS

As a contractor providing services as outlined to Perry County Transit, we require that you provide us with evidence of insurance with the minimum requirements outlined below: Additionally, Perry County Transit, will be named as Additionally Insured.

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

- ◆ Perry County Transit 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
Employer's Liability	
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

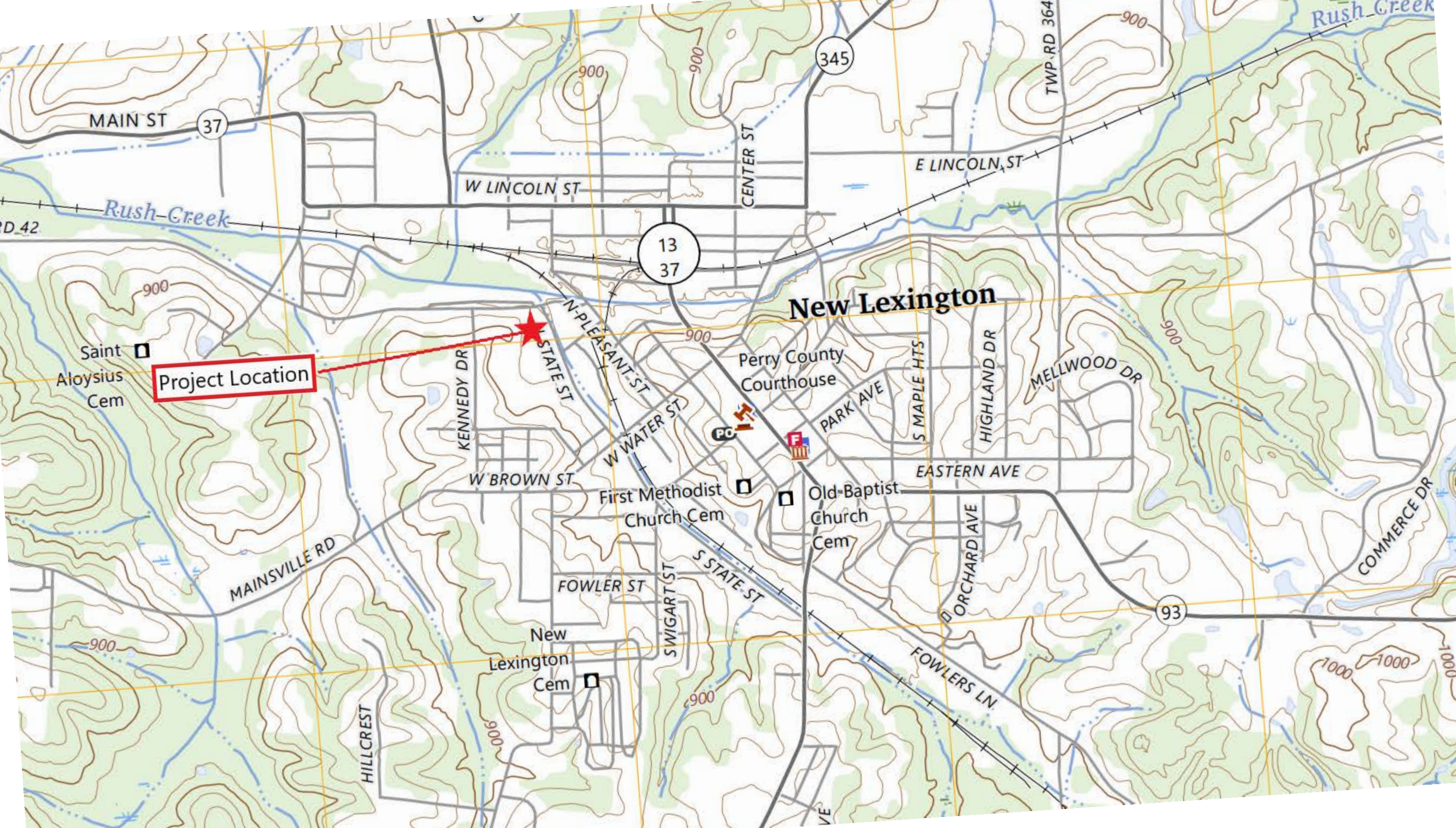
Each Occurrence and Aggregate	\$3,000,000
Umbrella Liability to cover: General and Professional Liability as underlying	

The above coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

Certificate of Insurance must be provided prior to contract execution.

APPENDIX B

Preliminary Project Documents





Existing Transit
Office

Existing Salt Barn
to be moved

Existing Lean-To

Existing Garage

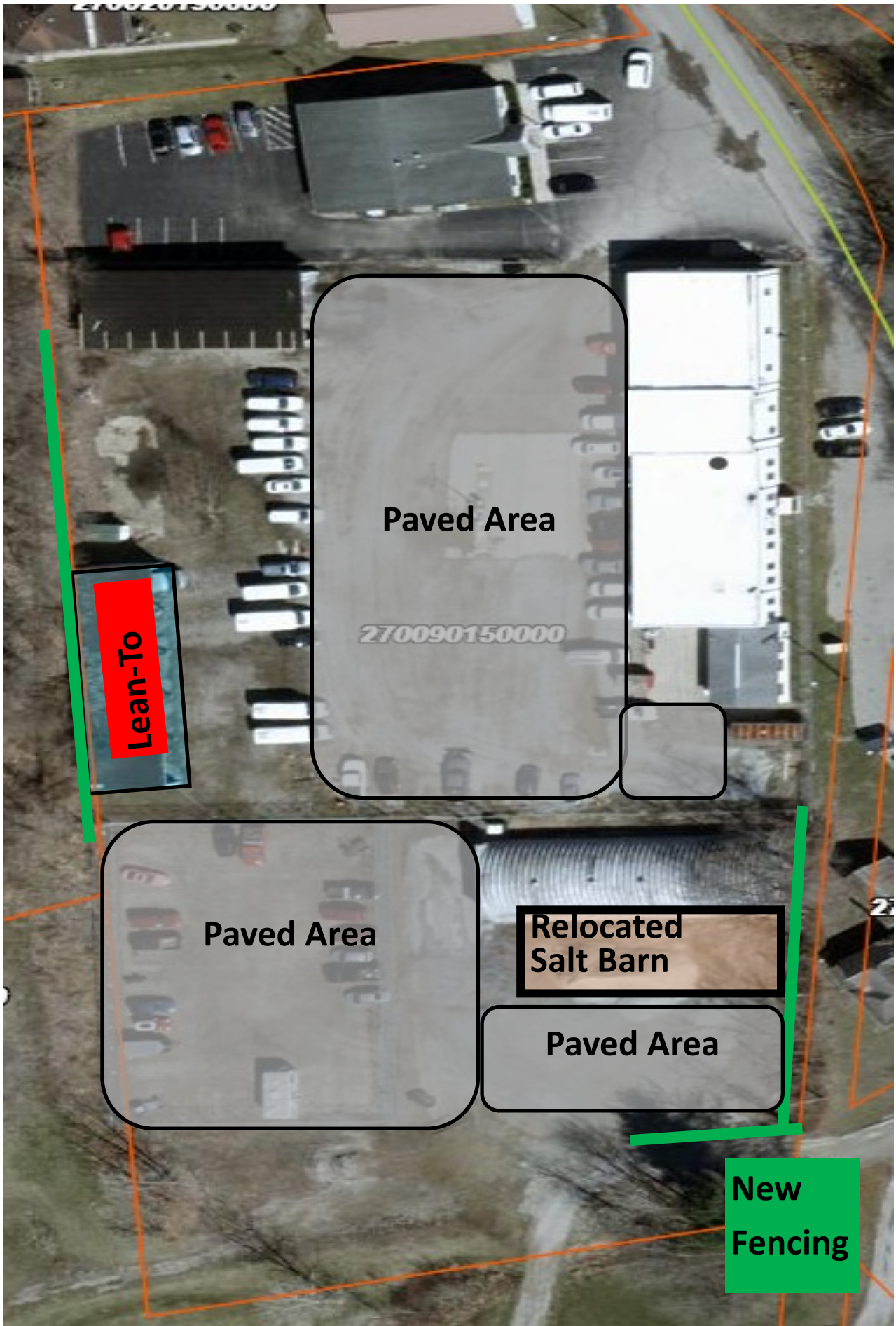
Existing Break
Room

270090150000

Existing Second
Salt Barn

Current
Fence

Damaged
Fence



Paved Area

270090150000

Lean-To

Paved Area

Relocated
Salt Barn

Paved Area

New
Fencing



Proposed Garage
250' X 85' X 25'

APPENDIX C

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

1. **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.
2. **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.
3. **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.
4. **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.

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 Act of 1964, as amended 42 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 (including sexual orientation), 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; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

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

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

(2) The contractor agrees to report each violation to the 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."

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

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.

b) 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.

c) 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.

d) 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]:

e) 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.

(3) 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.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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.

Definitions. As used in this clause-

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) 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);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) 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;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must 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 telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 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.

(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 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.

(e) 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,
 - (4) A 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 Contractor 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.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

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.

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.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

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.

Domestic Preferences for Procurements

(a) The non-Federal entity should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

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

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

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

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.

COMBATING TRAFFICKING IN PERSONS (NOV 2021)

A) *Definitions.* As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item —

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) [2.101](#);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person

under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

- (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
- (ii) Advertising
- (iii) Obtaining permanent or temporary labor certification, including any associated fees;
- (iv) Processing applications and petitions;
- (v) Acquiring visas, including any associated fees;
- (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
- (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
- (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
- (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
- (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
- (xi) Transportation and subsistence costs-
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
- (xii) Security deposits, bonds, and insurance; and
- (xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

- (i) Paid in property or money;
- (ii) Deducted from wages;
- (iii) Paid back in wage or benefit concessions;
- (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
- (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
 - (A) Agents;
 - (B) Labor brokers;
 - (C) Recruiters;
 - (D) Staffing firms (including private employment and placement firms);
 - (E) Subsidiaries/affiliates of the employer;
 - (F) Any agent or employee of such entities; and
 - (G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) **Policy.** The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)
 - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
 - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7)
 - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

- (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-
 - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
 - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
- (c) **Contractor requirements.** The Contractor shall-
 - (1) Notify its employees and agents of-
 - (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
 - (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) **Notification.**
 - (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-
 - (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also [18 U.S.C. 1351](#), Fraud in Foreign Labor Contracting, and [52.203-13\(b\)\(3\)\(i\)\(A\)](#), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
 - (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
 - (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.
- (e) **Remedies.** In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-
 - (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
 - (2) Requiring the Contractor to terminate a subcontract;
 - (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
 - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Declining to exercise available options under the contract;
 - (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (7) Suspension or debarment.
- (f) **Mitigating and aggravating factors.** When determining remedies, the Contracting Officer may consider the following:
 - (1) **Mitigating factors.** The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
 - (2) **Aggravating factors.** The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
- (g) **Full cooperation.**
 - (1) The Contractor shall, at a minimum-
 - (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
 - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
 - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 ([22 U.S.C. chapter 78](#)), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
 - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
 - (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-
 - (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
 - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
 - (iii) Restrict the Contractor from-
 - (A) Conducting an internal investigation; or
 - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- (h) **Compliance plan.**
 - (1) This paragraph (h) applies to any portion of the contract that-
 - (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - (ii) Has an estimated value that exceeds \$550,000.
 - (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-
 - (i) To the size and complexity of the contract; and
 - (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
 - (3) **Minimum requirements.** The compliance plan must include, at a minimum, the following:
 - (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking

in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

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

Proposer: _____

Project Title: _____

Project ID: _____

Addendum No. _____, Date ____/____/____

Addendum No. _____, Date ____/____/____

Addendum No. _____, Date ____/____/____

Addendum No. _____, Date ____/____/____

Addendum No. _____, Date ____/____/____

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.1

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 Perry County Transit contract personnel.

Name & Title _____ Phone _____

Solicitation # _____ Firm Name _____

- - - The following section is for Perry County Transit Review Only - - -

Perry County Transit 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: _____

Perry County Transit Reviewer Signature

Perry County Transit 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: _____

Perry County Transit CEO

APPENDIX H.2
CONFLICT OF INTEREST STATEMENT

_____ fully supports Perry County Transit'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 Perry County Transit'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: _____