Perry County Transit

Request for Qualifications
Project Management and Construction Management (PM/CM) Services

RFQ NO. PCT 2026-01
Perry County Transit Garage Facility Project

Issued: September 1, 2026

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I. Introduction

A. General Overview

Statements of Qualifications are hereby requested by Perry County Transit (hereinafter "PCT") for Project Management and Construction Management (PM/CM) services to oversee the construction of a vehicle storage facility and supporting infrastructure. The dimensions of the facility will be approximately 21,250 sf, which will allow Perry County Transit to store all of its fleet in a climate-controlled area. The purpose of the facility is to protect vehicles from the elements, enhance security against theft and vandalism, provide a better working environment for staff during vehicle inspections and cleaning, and include paved surfaces to replace the current uneven gravel lot with drainage issues. Detailed information regarding the scope of services is included in Section IV.

B. Organization Overview

Perry County Transit is located in the Village of New Lexington, Ohio and offers transportation services for curb-to-curb demand response shared rides on a first-come, first-serve basis. Perry County Transit serves Perry County and travels up to 100 miles from the home office.

C. Single Point of Contact

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

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 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 **September 14, 2026**. Please put **"Perry County Transit PM-RFQ"** as the subject of your email and site the section, subsection, and heading that you are referring to. Perry County Transit will subsequently make written responses to any such requests for clarification available via addendum by 5:00 PM Eastern on **September 22, 2026.**

D. Pre-proposal Conference and Site Visit

A non-mandatory site walk-through will be held at 499 N State Street, New Lexington, Ohio 43764, on September 16, 2026, at 11:00 am EST.

A non-mandatory pre-submittal meeting will be held on September 16, 2026, at 3:00 pm EST. In-person and/or Teams.

Firms will be asked to confirm in writing verbal questions posed during the pre-submittal meeting and/or site walk-through by emailing the Single Point of Contact. **The deadline for submission of questions is 5:00 pm EST, September 18, 2026**. Questions submitted after this date will not be answered.

Questions presented by any firm, and Perry County Transit answers to such questions, will be shared via addendum **by 5:00 pm, EST on September 25, 2026**. Perry County Transit 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 Perry County Transit.

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

E. Solicitation Provision

1. Conflict of Interest

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 County employees other than the designated procurement officer.

2. System for Award Management (SAM) and Certifications

Offerors shall maintain an active registration in the System for Award Management (SAM) and ensure that all information is current, accurate, and complete. Offerors shall also complete and submit all certifications, representations, disclosures, and other forms required by this solicitation. These requirements supplement, and do not replace, information maintained in SAM or otherwise required by applicable Federal, state, or local laws and regulations.

II. Procurement Requirements

A. Overview

Perry County Transit anticipates that this project will be funded in whole or part by Federal Transit Administration (FTA) Section 5339 grant funds. FTA's enabling legislation at 49 U.S.C. § 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the "Brooks Act," 40 U.S.C. §

1101 through 1104, to acquire PM services. The evaluation and selection process for this qualifications-based procurement is described under Section D below.

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

Those submitting Qualifications do so entirely at their expense. There is no expressed or implied obligation by Perry County Transit to reimburse any individual or firm for costs incurred in preparing or submitting Qualifications, providing additional information if requested, or participating in negotiations with Perry County Transit.

Perry County Transit 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 Perry County Transit intends to award a Firm Fixed Price contract as a result of this solicitation. No contract arising from this solicitation is implied or guaranteed. Perry County Transit reserves the right to take no action regarding any contract solicited by this RFQ.

B. Timeline

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

Event	**Date**
RFQ Advertised	September 1, 2026
Site Visit	September 16, 2026, 11:00 am
Pre-Submittal Meeting	September 16, 2026, 3:00 pm
Deadline for Submission of Questions/Clarifications to Perry County Transit	September 18, 2026, 5:00 pm
Perry County Transit response to questions published	September 25, 2026, 5:00 pm
Deadline for Submission of Qualifications	October 9, 2026, 5:00 pm
Negotiations with Firm(s)	October 19-23, 2026
Anticipated Notice to Proceed	November 6, 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 Thursday, October 9, 2026**. The subject line of the email shall be, **RFQ NO. PCT 2026-01, "Firm's Name"**. 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 Perry County Transit. Once a Cost Proposal is requested, the firm will have three business days to submit it to Perry County Transit.

Perry County Transit 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:

1. <u>Transmittal Letter</u>. 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.

2. <u>Firm Experience</u>. Discuss the firm's recent experience successfully completing PM engagements similar to the Scope of Work in this RFQ. Include examples of client communication, PM/CM, and stakeholder satisfaction.

3. <u>References</u>. 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.

4. <u>Project Approach and Timeline</u>. 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.

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

6. All offerors must be actively registered in the System for Award Management (SAM) (www.sam.gov) at the time of proposal submission and contract award, in accordance with FAR 52.204-7.

7. The following forms shall be included with the submittal of Qualifications for the PM firm and any subconsultants:

    - Signed “Certification and Restrictions on Lobbying” form
    - Signed “Government-Wide Debarment and Suspension Certification” form
    - Signed “Acknowledgement of Addenda” form, if applicable
    - Conflict of Interest Disclosure Form

8. Proposals will be limited to no more than Fifteen (15) 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 PM 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. Perry County Transit 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.

Perry County Transit will conduct an initial screening of all Proposals to verify each firm's compliance with the requirements of this Solicitation. Perry County Transit 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 Perry County Transit.

Following the initial screening, Perry County Transit's Evaluation Committee will evaluate and rate all responsive Proposals based on the Criteria in Section 1. Interviews may be conducted if Perry County Transit 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 Perry County Transit believes is fair and reasonable.

1. Criteria and Weighting

Perry County Transit'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**

<u>Project Approach and Timeline</u>. 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 Perry County Transit 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, Perry County Transit 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 Perry County Transit (Board of Commissioners, etc). Upon approval, Perry County Transit shall inform the successful firm of its selection. Perry County Transit shall also inform, in writing, all firms that were not selected. It is the intent of Perry County Transit 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

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 Chief Executive Officer as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Chief Executive Officer 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 Chief Executive Officer as the result of a protest the postponement will be announced through an addendum to the solicitation.

Cheryl Boley
499 N State Street, New Lexington, Ohio 43764
740-721-0109
Cheryl.Boley@perrycountyohio.gov

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

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 CEO not later than five (5) business days after the Notice of Intent to Award announcement by Perry County Transit.

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

Post-Award Protests

With respect to protests made after contract award by Perry County Transit, protests shall be limited to allegations that: the contract award violated applicable Federal or State law or regulation; Perry County Transit failed to follow the solicitation requirements or its written protest procedures; a material procedural error occurred during the award process that could not reasonably have been raised prior to contract award; or other grounds first became known after contract award.

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 CEO as specified below no later than five (5) business days after the Notice of Award issued by Perry County Transit.

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.

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 CEO at the address shown in the solicitation documents.

Protest Response

The 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.

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 and FTA limit their review of protests to allegations that (1) the Organization failed to have or follow its protest procedures; (2) the Organization failed to review the protest when presented an opportunity to do so; or (3) the Organization violated applicable Federal law or regulation. Appeals to ODOT must be received within five (5) working days after the Protester receives actual or constructive notice of the Organization's final decision, or within five (5) working days after the Protester identifies other grounds for appeal to ODOT.

III. Project Background

A. Planning Background and Stakeholders:

An environmental assessment was completed, and the Project has been granted a Categorical Exclusion under the National Environmental Policy Act (NEPA) as it is not expected to involve significant environmental impacts. Preliminary project documents are included in Appendix B (These are original project documents and do not include interpretations from A&E, this intended to provide an idea of the overall project). The Federal Transit Administration (FTA) will be providing Federal assistance for the project, Estimated total cost of the project $3.2 million with federal assistance under Assisted Listing Number (ALN) 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.

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 five 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; A salt barn structure which will be demolished; another salt barn metal structure that currently 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.

IV. Scope of Services

A. Overview

Perry County Transit is seeking Qualifications from firms to provide PM/CM services, including construction oversight, which shall reflect the guidance contained in FTA's Construction Project Management Handbook:
https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Construction_Project_Management_Handbook_2016.pdf.

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

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

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

1. Pre-construction:

The successful firm will assist PCT in explaining the requirements of the project and evaluating the responsiveness of proposals for construction bids. Including:

- Supporting the development of bid documents for the construction phase
- Attending the pre-bid meeting and site visit
- Assistance with preparation of Addenda as needed
- Providing support to answer bidders' questions regarding the design
- Reviewing Requests for Substitutions/Approved Equals
- Evaluation of bid differential (if not within +/- 10% of estimate)
- Review and documentation of construction special conditions and staging
- Review of constructability
- Develop & Review of project milestones and master schedule
- Develop project cost and schedule controls
- Review A&E project work, assist to determine necessity of supplemental expenses.
- Coordinate with the contractor to identify Value Engineering alternatives for Perry County Transit review/approval.
- Work with the contracted A&E firm and PCT to assist with the design process and development of any required documents for ODOT/FTA reporting, and assist with keeping the project timely.

2. Construction:

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

- Construction Monitoring
- Construction contract compliance
- Contractor interface and coordination
- Ensure contractor compliance with safety, quality, and regulatory requirements
- Ensure implementation of Value Engineering alternatives if applicable
- Attend and/or lead Project Kick-off and monthly progress meetings, and site visits
- Prepare and distribute meeting minutes
- Provide and keep logs of all submittals, RFIs, and change orders
- Implementation of project cost and schedule controls
- Response to Contractor Questions and RFIs
- Review/Approval of all required Submittals and Shop Drawings
- Review of Requests for Substitutions/Approved Equals (for outdated products)
- Review/Approval of Sample Fabrications and Installations, if needed
- Verify the construction contractor is producing marked-up drawings and specifications for changes, as they occur
- Contractor payment review/approval and ensuring prompt payment
- Subcontract approvals
- DBE reporting and monitoring per regulations at time of construction
- Required postings on Bulletin board
- On the job training
- EEO compliance
- Ensure compliance with Davis-Bacon Act prevailing wage requirements, including any documentation or reporting required
- Change Order Evaluation
- Attend Semi-final and Final Inspections and prepare Punch Lists
- Move Coordination
- Assist with Special inspections or the procurement of special inspections

3. Commissioning:

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

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

4. Closeout:

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

- O&M manuals and applicable training
- Occupancy Certificate
- All punch list items
- Initiation of Guaranties and Warranties for associated equipment
- Record/As-built drawings
- Assist with any FTA & ODOT requirements for the grant process
- Final inspections
- Resolution of outstanding change orders or claims disputes
- Final payment
- Commissioning
- 11 Month post facility completion Warranty Walkthrough with A&E, Construction, & PCT

B. Project Timeline

An approximate timeline is as follows:

Event	Date
PM/CM NTP	November 6, 2026
Site Plan Approval	August 14th, 2026
Design Complete	November 30th, 2026
Construction Bid Advertisement	Early December 2026
Construction Award	Late December 2026 / Early January 2027
Construction Start	February/March 2027
Beneficial Use	October/November 2027
Project Completion/Closeout	November 30, 2027
11 Month Warranty walkthrough	September 2028

C. Project Cost

Estimated construction cost is $3.0 Million.

V. General Project Requirements

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

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

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 ORGANIZATION, 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 NCAT 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.

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

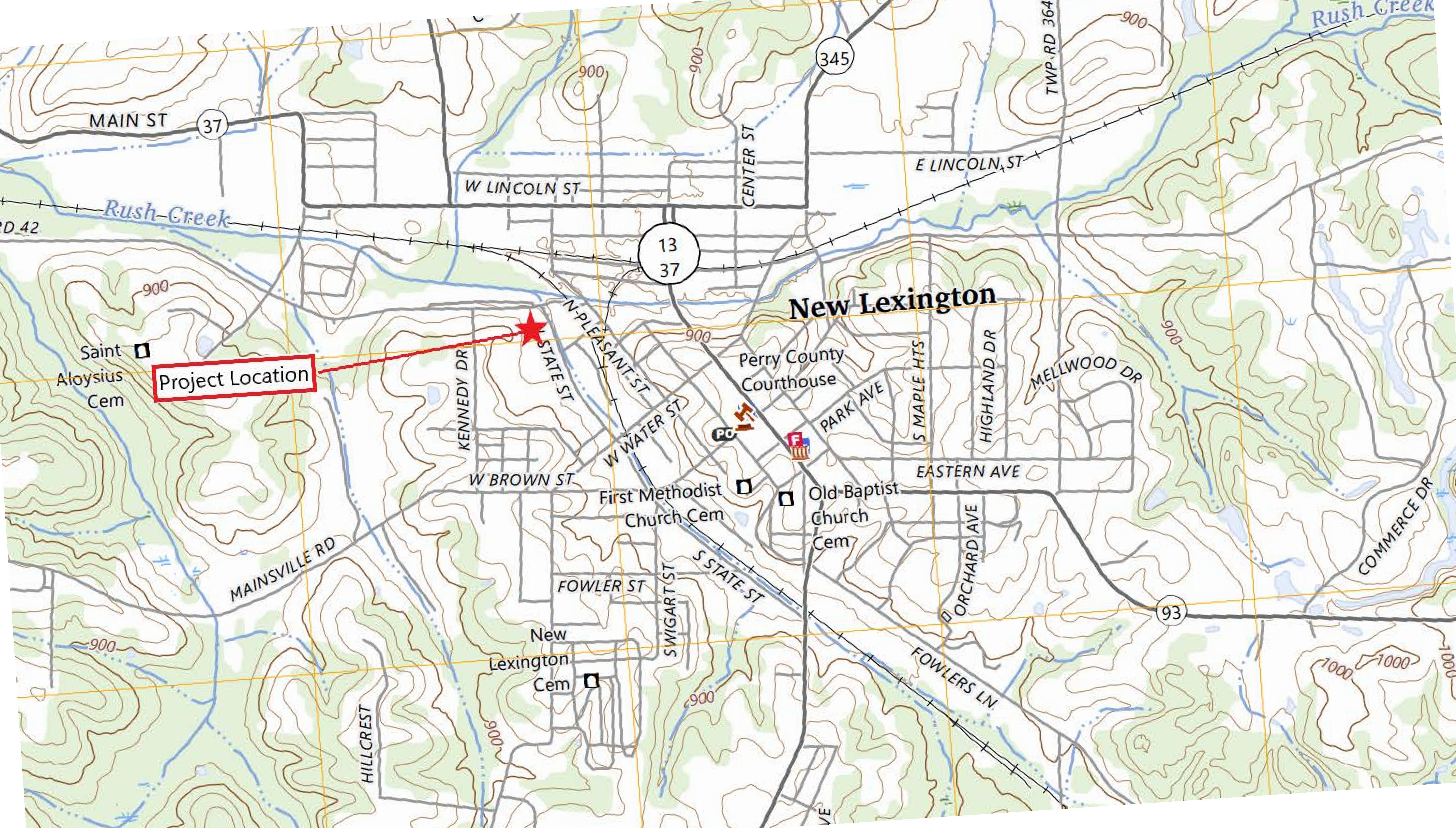
Umbrella Liability to cover: General and Professional Liability as underlying

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.

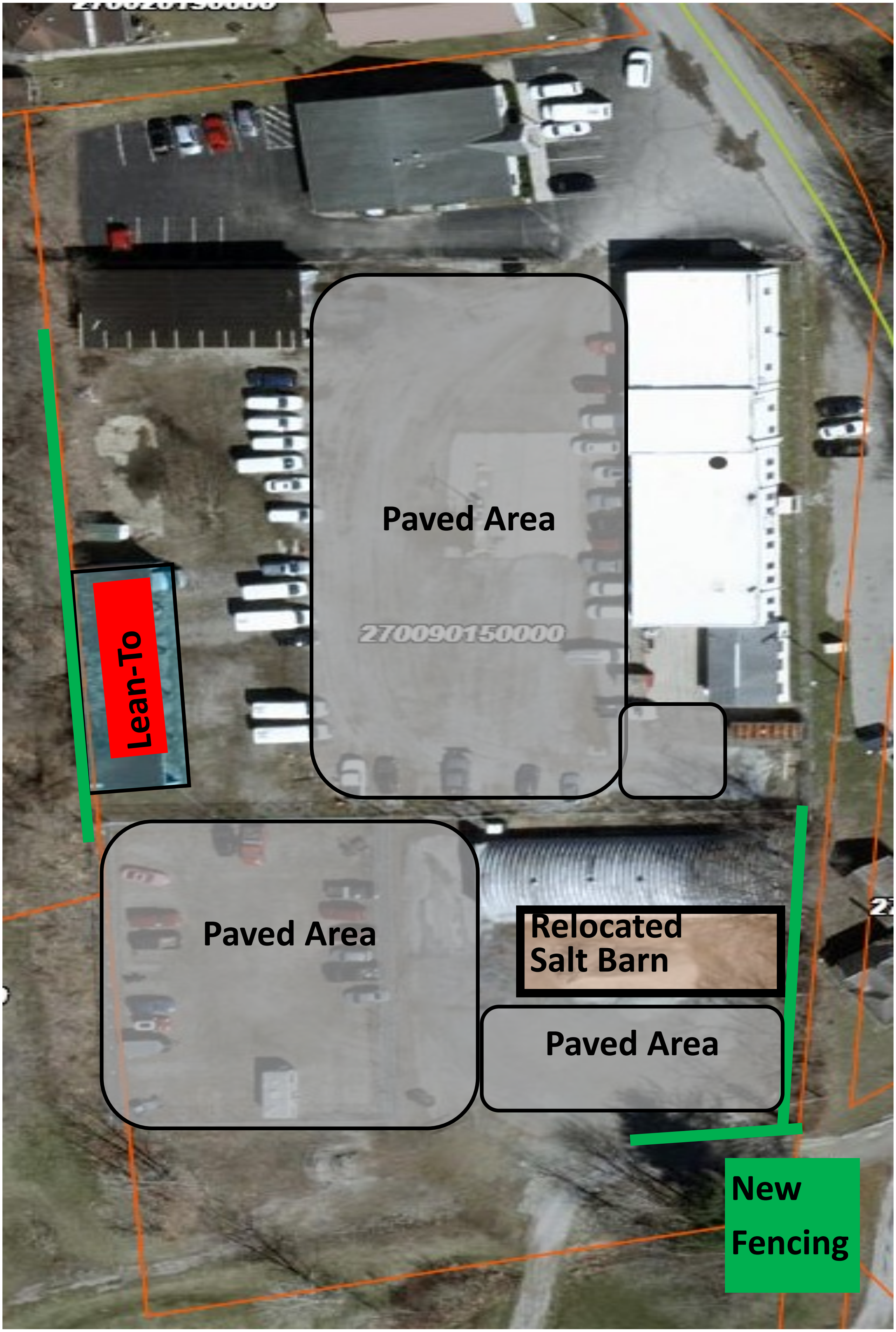
APPENDIX B

Preliminary Project Documents



Project Location
New Lexington
MAIN ST
37
345
13
37
93
RD 42
Rush Creek
Rush Creek
W LINCOLN ST
E LINCOLN ST
CENTER ST
TWP RD 364
N PLEASANT ST
STATE ST
KENNEDY DR
W WATER ST
W BROWN ST
PARK AVE
S MAPLE HTS
HIGHLAND DR
MELLWOOD DR
EASTERN AVE
ORCHARD AVE
COMMERCE DR
MAINSVILLE RD
FOWLER ST
SWIGART ST
S STATE ST
FOWLERS LN
HILLCREST
Saint Aloysius Cem
Perry County Courthouse
PO
F
First Methodist Church Cem
Old Baptist Church Cem
New Lexington Cem
900
1000


Existing Transit
Office
Existing Salt Barn
to be moved
Existing Garage
Existing Lean-To
270090150000
Existing Break
Room
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'
2700090150000

APPENDIX C - Federal Clauses

Project Management and Construction Management
RFQ NO. PCT 2026-01

Mason Dickerson
mason.dickerson@perrycountyohio.gov

PERRY COUNTY TRANSIT
499 N State St
New Lexington, Ohio 43764
+1 740 - 342 - 2810

www.Perrycountytransit.com

The following clauses are for inclusion into procurement documents, but can also be inserted into contractual agreements. However, additional clauses and certification may be required for contractual agreements.

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.

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:

<u>Clean Air Act</u>

(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.

<u>Federal Water Pollution Control Act</u>

(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."

CIVIL RIGHTS LAWS AND REGULATIONS

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (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.

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).

DOMESTIC PREFERENCES FOR PROCUREMENTS

a. The recipient or subrecipient 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:

(1) "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.

(2) "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 184.

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, Agencys, 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

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

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

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

SEISMIC SAFETY

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

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).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient 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 of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the 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.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

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 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 contact 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 be 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.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

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

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

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

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

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

<u>I acknowledge receipt of all above listed addendums.</u>

Print Name ____

Signature ____

Title ____

Date ________________/________________/________________

APPENDIX G.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 G.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: _________________________________