

**PERKINS TOWNSHIP BOARD OF TRUSTEES  
REQUEST FOR QUALIFICATIONS  
FOR CONSULTANT SERVICES**

**Project Owner:** Perkins Township Board of Trustees

**Project Name:** Fire Station Project

**Project Location:** 407 Woodlawn, Sandusky, Ohio 44870

**Delivery Method:** Construction Manager at Risk

**Deadline to Submit Qualifications:** 2:00 p.m. local time **February 14, 2025**

The Perkins Township Board of Trustees (the "Owner") seeks qualifications from design professionals to provide the following consulting services related to the design, renovation, and/or construction of the Fire Station Project (the "Project"):

- Third-party architectural, structural, and mechanical design peer review services for the tornado shelter

Statements of Qualification will be reviewed and the most qualified firm selected in accordance with Ohio Revised Code Sections 153.65 to 153.71. The Owner will select a firm to provide the required services based upon the Statements of Qualifications received and the availability of the firm determined most qualified to provide the required services within the Owner's timelines for completion.

**Submittals:**

Interested individuals or firms are invited to submit a statement of qualifications for one, multiple, or all of the above consulting services. Interested individuals or firms must submit **1 electronic copy in PDF format** of their statement of qualifications ("SOQ") via email to Gary Boyle, AICP Township Administrator, at [gboyle@perkinstownship.com](mailto:gboyle@perkinstownship.com), with the following file name and subject line: "**[FIRM NAME] – Perkins Township Board of Trustees Fire Station Project - Consultant Qualifications**"

In addition to the above, interest individuals and firms are asked to upload an electronic copy of their SOQ to the following ShareFile link:

<https://bricker.sharefile.com/r-rf82b76501cef4108af8a90f1d29439b7>

*To access simply enter the ShareFile link above into your web browser, enter your email address and name and then "drag and drop" your electronic file into the folder or use the browse function to locate the file*

In the cover email to the Owner, please indicate the consulting services and projects for which you or the firm is submitting a SOQ to perform.

The Owner reserves the right to waive any defect or technicality in any SOQ received or to eliminate any firm that submits an incomplete or inadequate SOQ or that is not responsive to the requirements of this RFQ.

Qualifications received may be retained in the file maintained by the Owner for design professional qualifications, unless the firm specifically requests not to be included in this file; each firm is

responsible to provide annual updates to the qualifications to remain current. This file will be used for future design needs when design fees are estimated to be less than \$50,000.

**Project Overview, Schedule, and Owner Budget:**

- A. This Project is anticipated to include the construction of a new fire house station and emergency operations center.
- B. The Owner's estimated total budget for the Project (including all construction costs, design fees, and construction manager at risk fees) is **\$10,000,000**.
- C. The Architect for the Project were procured separately per the Ohio Revised Code. The Architect for the Project is App Architecture, Inc.
- D. The Owner anticipates that consultant services for the Project will begin immediately after selection of the applicable consultants.

**Communication Protocol:**

All questions concerning this RFQ shall be directed in writing via email to Gary Boyle, AICP Township Administrator, at [gboyle@perkinstownship.com](mailto:gboyle@perkinstownship.com), by **2 p.m. 7 calendar days prior to the submittal deadline**. Questions will be reviewed and the Owner will determine whether any addenda should be issued as a result of any pertinent or substantive inquiries. Addenda will be posted on the Township's website at [www.perkinstownship.com](http://www.perkinstownship.com). Firms shall not rely on any oral instructions or answers. Respondents should not seek to discuss any information directly relating to this procurement with any Owner personnel or anyone affiliated with the Project, except during scheduled site visits, or as otherwise provided for in the RFQ. Violation of this provision may result in disqualification from eligibility for selection.

**Qualifications:**

Include the following in the qualifications submittal:

- 1. Information about the firm's history;
- 2. Education, technical training, and experience of owners and key personnel;
- 3. The firm's experience with providing the applicable consulting services for similar facilities;
- 4. Ability of the firm to provide services on the time-line proposed for the services required for the Project; to assist the evaluation of the firm's staff and resource availability, include a list of all current design and construction projects, including projects for which the firm has submitted statements of qualification and is being considered to provide design services, and the status of each (*i.e.*, what stage of design and/or construction, the estimated dates for completion of design and construction, and the staff assigned to each of the listed projects);
- 5. The firm's equipment and facilities;
- 6. List of consultants used to provide services not performed by the firm;
- 7. Past performance as reflected in evaluations of previous and current clients with respect to factors such as control of costs, quality of work, and meeting deadlines. Include a list of 5 similar projects, which the firm has provided design services during the past 5 years. Include the following information for each project:
  - a. Project owner, name of project and location;

- b. Brief description of the project;
  - c. Year completed or anticipated completion date;
  - d. Construction cost;
  - e. Other relevant information about the project and the firm's services;
  - f. Reference contact person and phone number;
8. The firm's past experience with the Owner, if any;
  9. The ability of the individuals identified by the firm who will be responsible for document production and communication with the Owner during the Project to communicate with the Owner.

**Additional Information Requested for the Project:**

In addition to the information listed above, the firm's submittal should include the following:

1. Identification of the partner in charge of the Project, as well as any other personnel assigned to the Project, together with the education, technical training, and experience of these individuals, to the extent it has not been provided with the firm's qualifications.
2. Description of the steps the firm will take to coordinate its consulting services with the Architect.
3. The firm's practices with respect to site visits and oversight during construction, if applicable.
4. Provide any information about claims against the firm related to design and construction of projects, including claims against professional liability insurance and claims filed in a court of law or other dispute resolution forum.
5. Provide professional liability insurance coverage limits maintained by the firm.
6. List a maximum of 4 specific and unique qualifies that set the firm apart from others as it relates to the Project.

**Information Disclosure to Third Parties**

All SOQs received from firms in response to the procurement documents will become the property of the Owner and will not be returned.

The firm acknowledges that the Owner is a public entity subject to Ohio's public records act. If the firm claims that any financial information submitted to the Owner is exempt from disclosure under Ohio's public records act, then the firm shall conspicuously mark on the record "CONFIDENTIAL" and include in a cover letter or transmittal an explanation, citing legal authority, of the basis of the claim. The Owner reserves the right to reject the firm's position and produce said documents if it determines disclosure is required by law. In the event of a dispute with any third party requesting such records, the firm shall undertake the defense of the Owner at the firm's own expense and hold harmless and indemnify the Owner for any damages, penalties, fees, or costs that the Owner may incur as a result of such a dispute.

Firms, by submitting their SOQs, expressly acknowledge and agree that the Owner will not be responsible or liable in any way for any losses that the firm may suffer from disclosure of information or materials to third parties, including the disclosure of information or materials in response to a public records request.

### **Proposed Modification to Agreement Terms**

The Consultant Agreement is attached hereto as **Exhibit A** (the “Consultant Agreement”). If your firm would like to propose any deviation from the terms of the Consultant Agreement, you must identify those terms and submit your proposed modified language in detail in your SOQ in a section clearly titled “Proposed Modification to Agreement Terms.” Failure to do so shall be deemed to be a waiver of the right to negotiate the terms. Modifications may be accepted in the Owner’s sole discretion and may be taken into account by Owner when ranking the most-qualified firms.

### **Selection Process:**

Qualifications received will be evaluated and ranked. Following this ranking, the firms determined to be most qualified for one, multiple, or all of the consulting services may be asked to meet with the Owner representatives to present the firm’s qualifications and approach specifically with respect to the Project. The firm determined to be most qualified for one, multiple or all of the consulting services will be asked to submit a pricing proposal and a consulting services agreement will be negotiated.

The Owner reserves the right to reject all submittals received, to waive informalities in any submittal, and to discuss and clarify items with any firm or individual submitting qualifications for consideration.

### **Attachments:**

Exhibit A – Form of Agreement

[End of Request for Qualifications for Consultant Services]

## OWNER-CONSULTANT AGREEMENT

<b>Owner:</b>	<b>Perkins Township Board of Trustees</b> 2610 Columbus Ave. Sandusky, Ohio 44870	<b>Consultant:</b>	<Consultant> <Consultant Address>
<b>Owner's Designated Representative:</b>	<b>Gary Boyle, Township Administrator</b>	<b>Consultant's Designated Representative:</b>	<C. Rep. Name> <C. Rep. Email> <C. Rep. Phone>
<b>Project:</b>	<b>Fire Station Project</b>	<b>Scope:</b>	<Scope>

The Consultant was selected by the Owner following the qualification-based selection process required by Ohio Revised Code Sections 153.65, et seq. to provide professional design services to the Owner.

Owner and Consultant hereby agree as set forth below:

### Article 1 — Consultant's Responsibilities

**§ 1.1. Scope of Work.** Consultant will provide the Services set forth in this Agreement and the Consultant's Proposal dated \_\_\_\_\_, 2025, and attached hereto as **Exhibit A** (the "Consultant's Services").

**§ 1.2. Additional Services.** Services of the Consultant beyond those provided in Section 1.1 shall be performed only upon execution of a written, signed Amendment to this Agreement.

**§ 1.3.** It is anticipated that the Project will be funded in part, through the American Rescue Plan Act ("ARPA") and will be subject to compliance with the requirements for ARPA funded projects. Accordingly, the Uniform Guidance Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards shall apply. Federal Contract Provisions are attached as **Exhibit B**.

### § 1.4. General.

**§ 1.4.1.** As soon as practicable after the date of this Agreement, Consultant shall submit to the Owner a schedule of Consultant's services. The schedule of Consultant's services shall include all milestone dates, anticipated dates when design reviews may occur, and allowances for periods of time required for the Owner's review, and approval of submissions by authorities having jurisdiction over the Project. If at any time Consultant believes the time for the completion of any component of the Project or any milestone will be exceeded, Consultant will promptly notify the Owner in writing of the situation and work with the Owner to develop alternatives for maintaining the schedule for the applicable component of the Project.

**§ 1.4.2.** Consultant shall manage the Consultant's services, consult with the Owner, coordinate with the Owner's Designated Representatives, attend meetings as requested by the Owner, and report progress to the Owner.

**§ 1.4.3.** In providing services under this Agreement, the Consultant shall comply with all federal, state, and local laws, regulations, and orders applicable to the Consultant's Services and shall prepare any drawings or specifications in conformity with all such statutes, regulations, ordinances, and orders, except to the extent that the Consultant has advised the Owner in writing of an ambiguity in any such statutes, regulations,

## Exhibit A

ordinances, and orders.

**§ 1.4.4.** Consultant warrants and represents that it and its sub-consultants presently have, and will at all times during the term of this Agreement maintain: (i) all skills, experience, knowledge, staffing and resources necessary to perform the services set forth herein, and (ii) all required licenses, accreditations, certifications and registrations necessary to perform the services set forth herein

**§ 1.5. Consultant's Standard of Care.** The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals licensed to practice in the State of Ohio with experience in projects similar to the Project, in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with its Standard of Care and the orderly progress of the Project.

**§ 1.5.1.** If the Consultant breaches any of its obligations under Section 1.4, the Consultant will reimburse the Owner for its damages and expenses, including but not limited to attorneys' and consultants' fees and expenses, arising out of or related to such breach.

### **§ 1.6. Insurance.**

**§ 1.6.1.** Consultant shall secure and maintain through the full period of this Agreement, and for four (4) years following final completion of the Project, insurance in at least the following limits of coverage:

- (a) Commercial General Liability, including completed operations, contractual liability, and protective liability insurance if any of the services or work provided are performed by others, in an amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (b) Automobile Liability, covering all owned, non-owned, and hired automobiles used in connection with the Project, with a minimum limit of \$1,000,000 for bodily injury (including death) and \$1,000,000 combined single limit.
- (c) Workers Compensation and Employers' Liability Insurance, as required by Ohio law.
- (d) Professional Liability Insurance for protection of claims arising out of the performance of any design, commissioning, and/or engineering services performed or furnished by Consultant for the Project for which the Consultant may become legally liable, in a minimum amount of \$1,000,000 coverage, unless the Owner agrees to a lesser amount in writing.

**§ 1.6.2.** Consultant will, upon request, provide a certificate of such insurance coverage to the Owner or its authorized representative.

**§ 1.6.3.** The costs of insurance required for the Project and provided by Consultant are included in the Consultant's compensation.

**§ 1.6.4.** The Owner, and, to the extent the Owner's Designated Representative is a person other than an employee of the Owner, the Owner's Designated Representative, shall be named as an additional insured on the commercial general and automobile liability policies.

**§ 1.6.5.** The Owner shall be given a minimum of thirty (30) days written notice by the provider of each insurance policy of any change in coverage, including cancellation.

## **Article 2 — Owner's Responsibilities**

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**§ 2.1.** The Owner shall establish and schedule the activities of appropriate designated persons and/or committees to work with the Consultant to provide input and information, and to review and comment on, in a timely fashion, documents prepared by the Consultant under this Agreement.

**§ 2.2.** The Owner shall furnish information requested by the Consultant, coordinate the Project activities of Owner personnel, establish Consultant meetings with Owner personnel, establish meetings and coordinate the activities of other consultants retained by the Owner (if any), and generally assure that the Owner's responsibilities under this Agreement are realized.

**§ 2.3.** The Owner may at any time, by written notice to the Consultant, alter or enlarge the Work to be performed by the Consultant. Notwithstanding anything to the contrary herein, reimbursement and time for performance of such change shall be negotiated to the mutual satisfaction of the Consultant and Owner. The Consultant shall commence work on such change upon receipt of written instructions therefore by the Owner to the Consultant specifying (i) the scope of the change, (ii) the agreed-to time schedule, and (iii) the agreed-to amount of the Consultant's compensation.

### **Article 3 — Consultant's Compensation**

**§ 3.1. Compensation for Consultant's Services.** The Consultant shall be compensated for the Consultant's Services at the Consultant's hourly rates provided in **Exhibit A**, in an amount not to exceed                      Dollars (\$                     ).

**§ 3.2. Compensation for Additional Services.** Any Additional Services authorized by the Owner in accordance with this Agreement shall be performed at the Consultant's hourly rates provided in **Exhibit A**, or as otherwise agreed by the parties in writing.

#### **§ 3.3. Compensation for Reimbursable Expenses.**

**§ 3.3.1.** Consultant shall be reimbursed for its actual expenses incurred for travel, communications, document and/or graphic reproduction, shipping charges, document storage and retainage which directly relate to the Consultant's performance under this Agreement (such "Reimbursable Expenses").

**§ 3.3.2.** Compensation for Reimbursable Expenses is in addition to the Consultant's compensation for the Consultant's Services. All other out-of-pocket expenses which are not Reimbursable Expenses shall be included in the compensation for the Consultant's Services.

**§ 3.3.3.** Reimbursable Expenses must be itemized on Consultant's monthly invoices and submitted to the Owner no later than sixty (60) days after such expense is incurred by Consultant. Consultant's failure to timely submit a Reimbursable Expense to the Owner as required herein will be an irrevocable waiver of Consultant's right to reimbursement for such Reimbursable Expense. Reimbursable Expenses will be billed and paid at actual cost.

### **Article 4 — Payments to Consultant**

**§ 4.1.** Consultant shall invoice the Owner monthly in proportion to services performed in each phase of services. For any Additional Services billed hourly, Consultant's invoices shall show an hourly rate breakdown including time spent by each member of Consultant's personnel.

**§ 4.2.** If requested by the Owner, Consultant shall submit all documentation requested by the Owner to support the Consultant's invoice.

§ 4.3. Consultant shall submit its monthly invoices not later than the twenty-fifth (25th) day of a month. Untimely invoices may be deemed by the Owner to have been submitted in the following month. The Owner shall make payment to the Consultant in the amount approved by the Owner not later than the twenty-fifth (25th) day of the month following Owner's receipt of the Consultant's invoice.

## **Article 5 — Other Terms and Conditions of Agreement**

§ 5.1. **No Findings for Recovery.** The Consultant represents that the Consultant is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Consultant has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this Section.

§ 5.2. **Privileged Communications.** All communications between the Owner's legal counsel and the Consultant, while the Consultant is acting as the agent for the Owner under the terms of this Agreement and which relate in any way to the administration of the construction of the Project or to the work of any contractor, subcontractor, materialman, or any other person rendering services in connection with the Project, shall be subject to the attorney-client privilege that can be waived only by the Owner. Any such communications and copies thereof that are written including, without limitation, correspondence, notes, memoranda, notes of meetings and conversations that are reduced to writing and the like, upon notice from the Owner's legal counsel, shall be placed by the Consultant in a separate file folder marked "Privileged and Confidential" and shall not be disclosed to any person other than the Consultant's own legal counsel without the express written permission of the Owner. This provision is intended to protect the confidentiality of the Owner's communications with its counsel when the Consultant comes into possession of such information in its capacity as agent of the Owner in the performance of its duties under this Agreement in the event of a dispute between the Owner and a third party. This paragraph is not intended to impede communications between the Consultant and the Consultant's counsel or between the Consultant and any contractor seeking a decision from the Consultant on a claim or dispute related to the Project.

§ 5.3. **Indemnification.** Notwithstanding any other provision in this Agreement to the contrary, the Consultant shall indemnify, defend, and hold the Owner and the Owner's officers and employees harmless from and against liabilities arising from claims by third parties for death or injury, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its sub-consultants in the performance of professional services under this Agreement. Such indemnification shall be in accordance with Ohio Revised Code Section 153.81 and shall only be for the liabilities incurred from the proportionate share of the tortious conduct, as determined pursuant to section 2307.23 of the Revised Code, of the Consultant or any sub-consultant, subcontractor, or other entity used by the Consultant, in performing services under this Agreement. Nothing in this provision prohibits the Owner from commencing a civil action for damages against the Consultant for the breach of this Agreement or for the breach of the Standard of Care.

### **§ 5.4. Suspension & Termination.**

§ 5.4.1. **Suspension by Consultant.** In the event the Owner fails to make payment of undisputed amounts owed in accordance to the terms of this Agreement, the Consultant may, upon 21 days' written notice to the Owner and opportunity to cure, suspend performance of its services under this Agreement until the Owner pays the Consultant all undisputed payment due as of the date of the Consultant's notice provided under this section.

§ 5.4.2. **Termination by Consultant.** If the Owner suspends the Consultant's services in accordance with Section 5.4.2 for more than 90 consecutive days, the Consultant may terminate this Agreement upon 21 days' written notice to the Owner.



**§ 5.4.3. Suspension or Termination by Owner for Convenience.** The Owner may suspend the Consultant's performance under this Agreement, or may terminate this Agreement, without cause and for convenience upon seven days' written notice to the Consultant. In the event of such suspension or termination, the Owner shall pay Consultant, within 30 days of the date of the Owner's notice provide under this section, all undisputed payment due as of the date of such notice.

**§ 5.4.4. Termination by Owner for Cause.** In the event of Consultant's material breach of this Agreement, the Owner may terminate this Agreement upon seven days' written notice to the Consultant and opportunity to cure.

**§ 5.5. Non-Discrimination.** Consultant agrees:

**§ 5.5.1.** That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Consultant, sub-consultant, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

**§ 5.5.2.** That neither the Consultant, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, handicap, or color.

**§ 5.5.3.** That there shall be deducted from the amount payable to the Consultant by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

**§ 5.5.4.** That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

**§ 5.6. Ethics Laws.** Consultant represents that it is familiar with all applicable ethics law requirements in place at the time this Agreement is signed, including without limitation Ohio Revised Code Section 3517.13, and certifies that it is in compliance with such requirements. The Consultant, by its signature on this Agreement, certifies that (1) it has reviewed and understands the Ohio ethics laws and conflict of interest laws, and (2) will take no action inconsistent with these laws.

**§ 5.7. Governing Law & Venue.** This Agreement shall be governed by the law of the place where the Project is located. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court in the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. The parties expressly waive the right to remove any litigation arising out of this Agreement to federal court.

**§ 5.8. Notices.** A Notice is any written notice to the Owner or the Consultant.

**§ 5.8.1.** Notice to the Consultant shall be deemed to have been duly served if delivered in person to an officer or any other official of the Consultant or if delivered to or sent by registered or certified mail, return receipt requested, to the Consultant's address provided above, or by electronic mail with delivery confirmation to the Consultant's Designated Representative's email address provided above.

## Exhibit A

**§ 5.8.2.** Notice to the Owner shall be deemed to have been duly served if delivered to or sent by registered or certified mail, return receipt requested, to the Owner's address provided above, or by electronic mail with delivery confirmation to the Owner's Designated Representative's email address provided above.

**§ 5.9. Modification.** No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Agreement.

**§ 5.10. Partial Invalidity.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

**§ 5.11. Counterparts.** This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

**§ 5.12. Construction.** The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.

**§ 5.13. Integration.** In the event of any exhibit hereto, or proposal, document, or other attachment generated by the Consultant contains any terms and conditions which are inconsistent with or in addition to the terms and conditions of this Agreement, this Agreement shall control. In the event of any inconsistency between the Consultant's obligations under this Agreement and any obligation imposed on the Consultant by applicable law or the contract documents for the Project, the greater or more stringent obligation upon the Consultant shall apply.

**§ 5.14. Captions.** The captions denoting each article of this Agreement shall have no application in the interpretation thereof; the language of the Article shall be fully controlling.

**§ 5.15. Effective Date.** This Agreement shall be deemed effective as of the date executed by the Owner, below.

[Remainder of page intentionally left blank; signature page follows.]

Exhibit A

In witness hereof, the parties hereby accept and have executed this Agreement:

**PERKINS TOWNSHIP BOARD OF TRUSTEES**

**CONSULTANT**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name, Title*

\_\_\_\_\_  
*Printed Name, Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**CERTIFICATE  
(R.C. 5705.41)**

The undersigned, Fiscal Officer of the Owner, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Fiscal Officer

# Exhibit B

## Contract Provisions for Non-Federal Entity Contracts under Federal Awards

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All provisions provided below are hereby incorporated by reference into the contract to which this Exhibit is attached (the "Agreement") and by entering into this Agreement, Contractor certifies the following (references to "Non-Federal Entity" are deemed to refer to "recipient" and/or "subrecipient" as identified in Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards):

### Appendix II to Part 200 Contract Provisions

**(A)** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Rule (A) above, the Owner reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.*

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

*Pursuant to Rule (B) above, Owner reserves the right to terminate any agreement resulting from this procurement process, subject to the terms and conditions of the Agreement, if any.*

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

*Pursuant to Rule (C) above, this provision is hereby incorporated by reference into the Agreement.*

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

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

*Pursuant to Rule (D) above, to the extent applicable, Contractor will follow all applicable Davis-Bacon Act provisions.*

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

*Pursuant to Rule (E) above, Contractor certifies that Contractor will follow all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of the Agreement.*

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

*Pursuant to Rule (F) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements referenced in Rule (F) above.*

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

*Pursuant to Rule (G) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements as referenced in Rule (G) above.*

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

*Pursuant to Rule (H) above, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.*

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

*Pursuant to Rule (I) above, as applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).*

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment  
(2 C.F.R. § 200.216)**

Contractor, nor its subcontractors shall provide or install equipment, services, or systems that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 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); telecommunications or video surveillance services provided by such entities or using such equipment; or 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.

**Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms  
(2 C.F.R. § 200.321)**

The Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps must include:

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

**Domestic Preferences**  
(2 C.F.R. § 200.322)

Contractor agrees, as appropriate and to the extent consistent with law, and to the greatest extent practicable, to purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and “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.

**Recovered Materials**  
(2 C.F.R. § 200.323)

Contractor agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**Record Retention**  
(2 C.F.R. § 200.334)

The Contractor shall comply with the record retention requirements detailed in 2 CFR § 200.334. Financial records, supporting documents, statistical records, and all other records pertinent to the federal award must be retained for a period of three years from the date of the completion of the project.

**Access to Records**  
(2 C.F.R. § 200.337)

The Contractor shall comply with the access to records requirements detailed in 2 CFR § 200.337. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents.

**Intangible Property**  
(2 C.F.R. § 200.315)

The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The Contractor shall comply with requirements detailed in 2 CFR § 200.315.

**Conflicts of Interest**  
(2 C.F.R. § 200.318)

The Contractor must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated

herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

### **Energy Policy and Conservation Act Compliance**

To the extent applicable, Contractor certifies that during the term of the Agreement, Contractor will comply with the 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.

### **Buy American Provisions Compliance**

To the extent Contractor has agreed to comply with applicable provisions of the Buy American Act with a particular public entity, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

### **Complying with Federal, State, and Local Laws**

Contractor agrees to comply with federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

### **Increasing Seat Belt Use in the United States**

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

### **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.