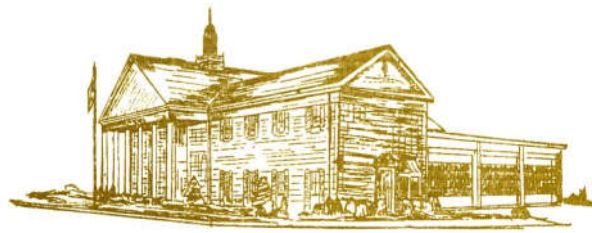


DAVID A. CRISSMAN  
MAYOR  
937/592-4376



WESTON R. DODDS  
SERVICE SAFETY DIRECTOR  
937/592-6807

CITY OF BELLEFONTAINE  
135 NORTH DETROIT STREET BELLEFONTAINE, OHIO 43311-1476  
FAX NO. 937/592-4218

## **PUBLIC NOTICE OF REQUEST FOR QUALIFICATIONS**

The City of Bellefontaine, Ohio is soliciting a Request for Qualifications from qualified consultants for engineering consulting services and grant administration services for Bellefontaine Regional Airport (EDJ) in Bellefontaine, Ohio. This airport is owned the city, and this airport participates in the Federal Aviation Administration's Airport Improvement Program (AIP). Furthermore, the city and the airport have developed a long-range Capital Improvement Program (CIP) to guide improvements to the airport and its infrastructure.

**Required Qualifications:** A combination of a prime consultant and sub-consultant(s) may submit in response to this request for qualifications. Both the prime consultant and sub-consultant(s) shall be experienced in FAA project administration, regulations, requirements, policies, and procedures. All services to be provided by the consultant shall meet the FAA requirements outlined in FAA Advisory Circular 150/5100-14D.

**Selection Process:** The purpose of this request for qualifications is to identify a list of consultants who can assist the city with future projects on the Bellefontaine Regional Airport Capital Improvement Program (CIP) and management of the AIP Program. Based on the qualifications received, the city will create and rank a shortlist of the top three firms. For the AIP program years of 2024 - 2028, the city may request project specific proposals from the three top ranked firms on the shortlist.

**Submission Deadline:** Firms are invited to submit a response to this request for qualifications to the City of Bellefontaine on or before 4:30 p.m. local time, on Friday February 23, 2024. Responses received after the due date/time shall not be considered.

Submit Proposals to:  
City of Bellefontaine, Ohio  
Office of Service-Safety Director  
Attn: Wes Dodds  
135 N. Detroit St.  
Bellefontaine, OH 43311

Responses shall be sent in a sealed envelope, and the envelope shall be labeled, "Bellefontaine Regional Airport-RFQ-Engineering Consulting and Grant Administration Services 2024 - 2028".

The City of Bellefontaine, Ohio shall reserve the right to reject any or all responses to this request.

Wes Dodds  
Service-Safety Director  
City of Bellefontaine, Ohio

Publish: January 31, 2024 & February 7, 2024

DAVID A. CRISSMAN  
MAYOR  
937/592-4376



WESTON R. DODDS  
SERVICE SAFETY DIRECTOR  
937/592-6807

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## SECTION I - SUMMARY AND SCHEDULE REQUEST FOR QUALIFICATIONS

Bellefontaine Regional Airport-RFQ-Engineering Consulting and Grant Administration Services 2024 - 2028

### **Project Title:**

Bellefontaine Regional Airport-RFQ-Engineering Consulting and Grant Administration Services 2024 - 2028

### **Issuing Agency:**

City of Bellefontaine, Ohio; owner/operator of Bellefontaine Regional Airport (EDJ)

### **Contact Person:**

Wes Dodds  
Service-Safety Director  
135 N. Detroit St.  
Bellefontaine, OH 43311  
(937) 592-6807  
Email: [wdodds@ci.bellefontaine.oh.us](mailto:wdodds@ci.bellefontaine.oh.us)

**Questions:** Specific questions concerning the project details can be emailed to [wdodds@ci.bellefontaine.oh.us](mailto:wdodds@ci.bellefontaine.oh.us). Questions shall be emailed by 4:30 p.m. on Friday, February 16, 2024. All questions and answers will be posted on the city's website as an addendum by 4:30 p.m. on Tuesday, February 20, 2024 at <https://www.ci.bellefontaine.oh.us/airport.html>

### **Letters of Interest Due:**

Friday February 23, 2024  
No later than 4:30 PM local time.

### **Submit Proposal to:**

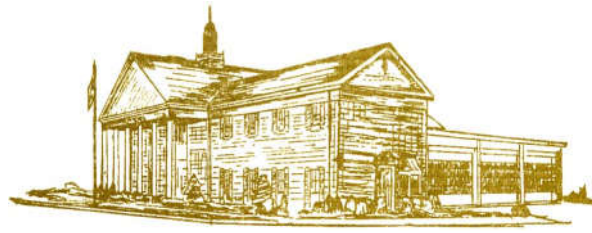
City of Bellefontaine, Ohio  
Office of Service-Safety Director  
Attn: Wes Dodds  
135 N. Detroit St.  
Bellefontaine, OH 43311

Required Submittal: One (1) original and two (2) copies of the requested qualifications submitted in a sealed, separate envelope with all required forms and labeled: "Bellefontaine Regional Airport-RFQ-Engineering Consulting and Grant Administration Services 2024 - 2028".

## SECTION II - PROJECT DESCRIPTION

The City of Bellefontaine, Ohio is soliciting a Request for Qualifications from qualified consultants for engineering consulting services and grant administration services for Bellefontaine Regional Airport (EDJ) in Bellefontaine, Ohio. This airport is owned the city, and this airport participates in the Federal Aviation Administration's Airport Improvement Program (AIP). Furthermore, the city and the airport have developed a long-range Capital Improvement Program (CIP) to guide improvements to the airport and its infrastructure.

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937/592-4376



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The purpose of this request for qualifications is to identify a list of consultants who can assist the city with future projects on the Bellefontaine Regional Airport Capital Improvement Program (CIP). Based on the qualifications received, the city will create and rank a shortlist of the top three firms. For the AIP program years of 2024 - 2028, the city may request project specific proposals from the three top ranked firms on the shortlist.

The top three firms who are shortlisted through this qualification request process will be asked to submit project specific proposals for the future program years of 2024, 2025, 2026, 2027 and 2028 for projects listed on the Bellefontaine Regional Airport Capital Improvement Program (CIP). The scoring process for this request for qualifications is outlined under Section VIII of this document. Additional information about the evaluation of project specific proposals is included under Section IX.

Furthermore, if professional services for a project are estimated to exceed \$100,000.00, the City of Bellefontaine shall reserve the right to complete a separate RFQ/RFP process for that scope of work in accordance with FAA Advisory Circular 150/5100-14D.

### **SECTION III - COORDINATION**

The City of Bellefontaine's Administration Office and the management of Bellefontaine Regional Airport will work in conjunction with the selected consultant(s) and any sub-consultant(s) to ensure successful implementation and completion of any scope of work authorized under contract.

### **SECTION IV - SCOPE OF SERVICES**

The scope of services is anticipated to be specific tasks required for the successful implementation of planned projects/tasks within the Bellefontaine Regional Airport Capital Improvement Program (CIP) during program years 2024, 2025, 2026, 2027 and 2028. These tasks may include engineering design services, architectural design services, construction administration services, grant preparation, and grant administration.

A copy of the most recent Bellefontaine Regional Capital Improvement Program is included within this RFQ. The anticipated project order or any specific project on this CIP is subject to change over time.

### **SECTION V - CITY'S RESPONSIBILITIES**

It is mutually understood and agreed that the city will furnish, as required for any contracted work and not at the expense of any selected firm, the following items:

- All maps, drawings, records and other data, including construction plans, that are available in the files of the city and which may be useful in the work authorized under contract.
- Access to public property when required to conduct field investigations/project related work.

### **SECTION VI - COMPENSATION**

For any consultant(s) awarded a contract through the qualification request process and any subsequent proposal process, the city anticipates paying the contracted consultant(s) as follows:

DAVID A. CRISSMAN  
MAYOR  
937/592-4376



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- **No cost estimate shall be included during the qualification request process or request for proposal process. Cost will be negotiated upon selection of the top scoring consultant for each respective project. Refer to selection criteria.**
- Actual costs plus multiplier. Actual costs will include hourly rates for firm's employees, subcontractors, and travel expenses related to this work. The hourly rates shall include actual hourly rate by job title plus overhead and all direct expense chargeable to the employee's hourly rate. No additional compensation will be made for any other costs incurred by the firm during the progress of the work, unless the expenditure has been pre-approved by the city Service-Safety Director or his designee. The multiplier shall be shown as a percent of the total invoice.

## **SECTION VII – FORMAT FOR RESPONSE TO REQUEST FOR QUALIFICATIONS**

General Instructions for the Response to the Request for Qualifications:

The following content shall be included within the Response to the Request for Qualifications:

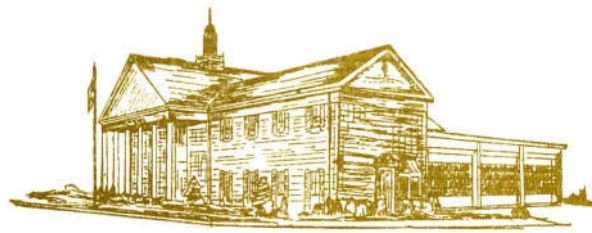
### A. General Instructions for the Letter of Interest

- One (1) original and two (2) copies of the requested qualifications submitted in a sealed, separate envelope with all required forms and labeled: "Bellefontaine Regional Airport-RFQ-Engineering Consulting and Grant Administration Services 2024 - 2028".
- The response to the request for qualifications shall be limited to ten (10) 8 ½" x 11" single sided pages. In addition, the required forms (see item C below) shall be completed and returned with the response. The completed forms shall not count toward the 10-page limitation. One original, executed copy of each form shall be included with the original response. Multiple copies of the forms other than the executed originals shall not be required.
- Please follow these requirements in preparing and binding letter of interest:
  - a. Please use a minimum font size of 12-point and maintain margins of 1" on all four sides.
  - b. Page numbers shall be centered at the bottom of each page. Page numbers shall not be required on the executed forms.
  - c. Use 8 ½" x 11" paper only.

### B. Letter of Interest Required Content

- 1) List firm's name, primary address, email, telephone, facsimile and federal identification number in a letter signed by an officer of the firm.
- 2) List the firm's professional qualifications, including representative project work performed by the firm within the last ten years. If the firm has specific experience in working with small general aviation airports such as Bellefontaine Regional Airport, this experience shall be highlighted.
- 3) List any sub-consultant(s), the role of any sub-consultant(s), and the percentage of work to be performed by each sub-consultant.
- 4) Identification of the project manager and description of the project manager's proposed duties, experience, length of time with the firm, and qualifications. The project manager will be the city's point of contact with the consultant for the duration of any work authorized by contract.

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- 5) Identification of key staff members, including key sub-consultant staff, and description of the staff's experience, length of time with the firm, and qualifications. Address the experience of the key staff members on similar projects and their qualifications.
- 6) List the firm's experience in providing grant administration services to small cities/general aviation airports such as the City of Bellefontaine and Bellefontaine Regional Airport. Outline how the firm will complement the city's limited staffing resources to ensure seamless grant preparation and administration services, including the ability to plan for and meet deadlines.
- 7) Describe the capacity of your staff and their ability to perform the work in a timely manner, relative to present workload, and the availability of the assigned staff. Outline how the firm manages its staffing resources to keep up with its current and future workload.
- 8) Provide a list of client references for general aviation airports.
- 9) List the firm's experience in working with the City of Bellefontaine or the Bellefontaine Regional Airport, if applicable.

Items 1 thru 9 shall be included within the 10-page body of the response to the request for qualifications. Remaining space within the ten (10) pages shall be utilized to provide personnel resumes or additional information concerning general qualifications.

### C. Required Forms

- One original, executed copy of each form shall be included with the required quantity of Request for Qualifications. Multiple copies of the forms other than the executed originals shall not be required.
- The following forms shall be completed and returned with Letter of Interest:
  - 1) Delinquent Tax Affidavit
  - 2) Non-Collusion Affidavit
  - 3) Income Tax Affidavit
  - 4) Certification Against Debarment and Suspension
  - 5) Unresolved Finding for Recovery Certification
  - 6) Certificate in Compliance with Section 3517.13 (Campaign Contributions)

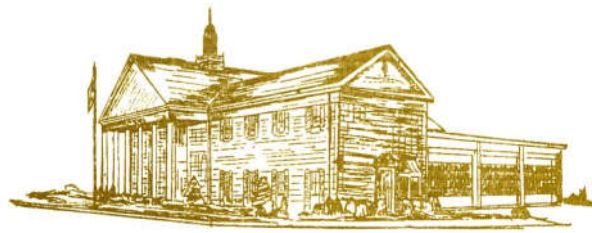
## **SECTION VIII- SCORING FORM**

### A. Scoring Form

- The following consultant selection rating form shall be utilized by the scoring committee for selection of the consultant:
- Background of Firm/Representative Project Work. Maximum Points: **15**
- Overall Strength of Project Manager. Maximum Points: **15**
- Overall Strength of Project Team. Maximum Points: **10**
- Proximity of Firm to Project Site. Maximum Points: **5**
- Firm's Specialization in Grant Preparation/Administration. Maximum Points: **15**
- Capacity to Perform Work. Maximum Points: **10**
- Ability to Meet Deadlines. Maximum Points: **10**
- References. Maximum Points: **15**
- Past Experience working the City of Bellefontaine or Bellefontaine Regional Airport. Maximum Points: **5**



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## SECTION IX- EVALUATION AND SELECTION PROCESS

- The response to the request for qualifications will be reviewed by a selection team composed of the appropriate city officials. The reviewers will judge the letter according to the criteria listed in Section VIII (Scoring Form).
- From this scoring process, a shortlist of the top three-year firms will be developed. Firms on this shortlist may be asked to submit project specific proposals for the future program years of 2024, 2025, 2026, 2027, and 2028 for projects listed on the Bellefontaine Regional Airport Capital Improvement Program (CIP).
- During the scoring process of the qualifications received, the reviewers may informally question (interview) the top three firms to assist in the selection process. Any and all costs associated with the informal interview will be solely the responsibility of the proposer.
- When specific proposals are requested and evaluated from the top three firms, they will be evaluated on the content of the proposal in accordance with the scoring criteria outlined for that proposal process. In other words, each proposal request will include its own unique scoring criteria, and the scoring criteria will not include evaluation of cost in the selection method.
- Firms included on the current Federal list of firms suspended or debarred shall not be eligible for selection.

## SECTION X – LETTER OF INTEREST SUBMISSION

- Submit one (1) original and two (2) copies of the requested qualifications in a sealed, separate envelope with all required forms and labeled: “Bellefontaine Regional Airport-RFQ-Engineering Consulting and Grant Administration Services 2024 - 2028”.
- Submit letter of interest to:

City of Bellefontaine  
Office of Service-Safety Director  
Attn: Wes Dodds  
135 N. Detroit Street  
Bellefontaine, Ohio 43311

- Proposal shall be submitted in a sealed, separate envelope on which the following information shall be noted on the envelope:

Bellefontaine Regional Airport Airport-RFQ-Engineering Consulting and Grant Administration Services

Due: Friday, February 23, 2024 by 4:30 PM local time

## SECTION XI - GENERAL PROVISIONS

1. PROTECTION OF PERSONS AND PROPERTY – Any consultant under contract with the City of Bellefontaine shall take all reasonable precaution for the safety and protection to prevent damage, injury, or loss to all of its employees and the public.
2. TERMINATION OF CONTRACT - The City of Bellefontaine reserves the right to terminate any awarded contract for cause or convenience. Settlement payment will be based on successful delivery prior to termination. The city will pay the aggregate price of delivered service computed in accordance with the prices specified in the contract. Failure to meet deadlines will result in liquidated damages, which will be negotiated in any awarded contract.

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3. QUALIFICATION SUBMITTAL/PROPOSAL ACCEPTANCE, WITHDRAWAL AND REJECTION - Each response to this request for qualifications and any subsequent proposal request response shall constitute an offer to the city to enter into a contract with the city pursuant to the terms of the request for qualifications and any subsequent proposal request to the extent such terms are not inconsistent with the original request. Said offer shall not be revoked for a period of sixty (60) days from due date of the request. If the withdrawal is made prior to the established deadline, sealed qualification submittals or proposals may be withdrawn by the firm or its authorized representative by signing a receipt for the requested document. Sealed qualification submittals or proposals may be submitted again prior to the established deadline. The City of Bellefontaine reserves the right to contract for all or part of the scope of services described herein and to reject any and all responses to its requests.
4. QUESTIONS AND ADDENDA – Prior to the established submittal deadline, any addenda to this request process shall be made available to all known proposers via email. In addition, any addenda shall be posted to <https://www.ci.bellefontaine.oh.us/airport.html> . The city shall not be responsible for oral instructions. All questions shall be directed to Weston Dodds, Service-Safety Director by email to the following address: [wodds@ci.bellefontaine.oh.us](mailto:wodds@ci.bellefontaine.oh.us). No questions shall be answered after the deadline referenced in this request.
5. USE OF TERM - The personal pronoun "he" shall be understood to include persons of both sexes and other legal entities.
6. LAWS AND REGULATIONS - The proposer shall keep fully informed and comply with all federal and state laws, city ordinances, codes, rules and regulations which affect these services.
7. CITY INCOME TAX - The successful proposer(s) shall be responsible for complying with all laws, ordinances, regulations and policies relative to the city's income tax. For specific questions regarding the city income tax, contact Julie Stephens, (937) 593-8362.
8. LIABILITY INSURANCE - Before starting any work under an awarded contract, the successful proposer(s) shall, except as otherwise approved by the city, take out and maintain at his own cost and expense, the following insurance until the work is completed and accepted by the city. Such insurance shall be with companies and with limits satisfactory to the city and not less than required by law.
  - WORKERS' COMPENSATION - The Proposer agrees to furnish an official certificate or receipt of the Ohio Bureau of Workers' Compensation showing payment of necessary premiums into the state insurance fund when such certificates are required in the request.
  - COMMERCIAL GENERAL LIABILITY (to include) - Contractual Liability and Personal Injury and Property. Bodily Injury, including Personal Injury, and Property Damage \$500,000 Combined Single Limit.
  - COMPREHENSIVE AUTOMOBILE LIABILITY - Including non-ownership and hired car coverage as well as owned vehicles. Bodily Injury and Property Damage: \$500,000 Combined Single Limit.
  - PROFESSIONAL LIABILITY INSURANCE – The Proposer agrees to furnish professional liability insurance coverage (errors and omissions) in a minimum amount of \$2,000,000 in coverage.

Certificates of insurance acceptable to the city's Director of Law shall be filed with the city for any awarded contract prior to commencement of any work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled unless a fifteen (15) day (minimum) prior written notice has been given to the city. Should any insurance described in any certificate expire or be terminated during the period when the same is required under this contract, the city shall be notified immediately and such expired or terminated insurance must be replaced with new insurance certificates prior to date of such expiration or termination.

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9. **PROPOSAL PROTESTS** - Proposers whose qualifications or proposals are refused or rejected by the city and proposers who object to the awarding committee's recommendation of a contract award who desire reconsideration must submit a written request for reconsideration to the city Service-Safety Director, stating all reasons the proposer objects to the committee's decisions. All requests for reconsideration must be submitted within five (5) days after the committee has posted notice of its recommendation for award. Proposers, who fail to submit a petition for reconsideration within the said five (5) day period, waive any objections to the decisions of the committee.

## **SECTION XII – CITY OF BELLEFONTAINE STANDARD TERMS AND CONDITIONS**

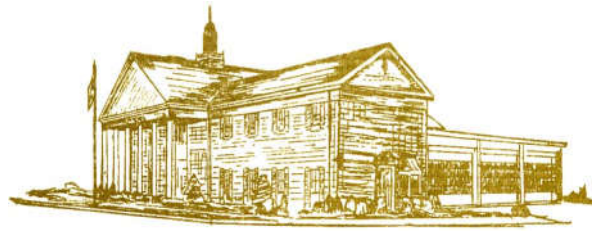
The City of Bellefontaine's standard terms and conditions shall be applicable to this request for qualifications and any subsequent contract between the city and the consultant. These standard terms and conditions are included below:

### **City of Bellefontaine Standard Terms and Conditions**

1. **BILLING:** All goods or services must be billed to the City of Bellefontaine and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Project Administrator within three business days or your disagreement is waived.
2. **INVOICE:** Prepayment or progress payments are not permitted unless prior authorization is obtained from the Project Administrator. All invoices are to be mailed to the Project Administrator and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.
4. **FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED.** All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Bellefontaine is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 34-640-009. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. **DELIVERIES:** All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.
7. **CANCELLATION:** The City of Bellefontaine reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.



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8. **DEFAULT PROVISIONS:** In case of your default (defined as notified in writing by the City of Bellefontaine you are in default and you have failed to cure the default within the time specified), the City of Bellefontaine may procure the items from other sources and hold you responsible for any excess costs incurred thereby and any other damages permitted by law.
9. **NO VERBAL AGREEMENTS:** The City of Bellefontaine will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Bellefontaine
10. **PATENT AND COPYRIGHT INFRINGEMENT:** It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and hold harmless the City of Bellefontaine, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
11. **INSPECTION:** The City of Bellefontaine may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Bellefontaine including shipping and transportation charges.
12. **WARRANTY:** You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Bellefontaine, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Bellefontaine. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Bellefontaine.
13. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Bellefontaine or to an agent or consignee duly designated by the City of Bellefontaine at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Bellefontaine. A packing slip must accompany each such shipment and if a shipment is to be a consignee or an agent of the City of Bellefontaine, a copy of the packing slip shall be forwarded concurrently to the City of Bellefontaine. If no such packing slip is sent, the count or weight by the City of Bellefontaine or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
14. **HOLD HARMLESS:** You shall indemnify and hold the City of Bellefontaine, its agents, consignees, employees, and representatives harmless from and against all expenses, damages, claims, suit, or liabilities (including attorney's fees of the City of Bellefontaine) of every kind whatsoever by reason of,

DAVID A. CRISSMAN  
MAYOR  
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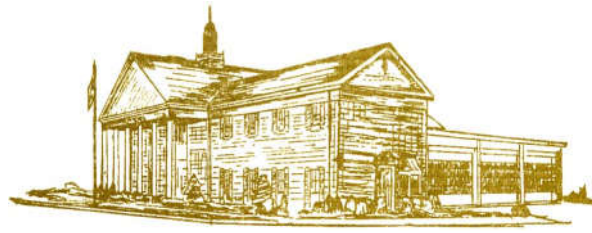
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arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Bellefontaine upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the negligence of the City of Bellefontaine other than where the City of Bellefontaine's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.

15. **INSURANCE:** If requested by the City of Bellefontaine, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Bellefontaine, which policies shall be written so as to protect the City of Bellefontaine and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Bellefontaine and proof of such insurance shall be furnished by you to the City of Bellefontaine. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Bellefontaine within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.
16. **SPECIFICATIONS CONFIDENTIAL:** Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this purchase order shall be deemed to be incorporated herein by reference the same as if fully set forth herein. The City of Bellefontaine shall at all times retain title to all such documents and you shall not disclose such to any party (other than the City of Bellefontaine or a party duly authorized by the City of Bellefontaine). Upon the City of Bellefontaine's request or upon completion and delivery of the items purchased, you shall promptly return all such documents to the City of Bellefontaine.
17. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Bellefontaine, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
18. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Bellefontaine, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.
19. **EQUAL EMPLOYMENT OPPORTUNITY:**
  - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.

DAVID A. CRISSMAN  
MAYOR  
937/592-4376



WESTON R. DODDS  
SERVICE SAFETY DIRECTOR  
937/592-6807

CITY OF BELLEFONTAINE  
135 NORTH DETROIT STREET BELLEFONTAINE, OHIO 43311-1476  
FAX NO. 937/592-4218

20. **AGREEMENT TO BE EXCLUSIVE:** This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
21. **GOVERNING LAW:** This purchase order, the performance under it, and all suits and special proceedings under it shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
22. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Bellefontaine in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Bellefontaine may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Logan County, Ohio.
23. **GOVERNING DOCUMENT:** Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.
24. **INDEPENDENT CONTRACTOR:** The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Bellefontaine

Attachment A

10 YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FY 2024-FY 2031											
Airport Name: Bellefontaine Regional Airport								Date prepared: 11/17/23			
Associated City: City of Bellefontaine								Prepared By: City of Bellefontaine & CHA Consulting			
Sponsor: City of Bellefontaine											
Airport Three Letter ID: EDJ		Congressional District: 5th									
Item	Description	Fiscal Year	Total Cost	Entitlement	Apportionment	Discretionary	ODOT GRANT	Local	ODOT MATCH	BIL	Remarks/Item Justification
1	Runway and Taxiway Edge Light Replacement and Vault Improvements - Design	2024	\$ 166,650	\$ 149,985	\$ -			\$ 8,333	\$ 8,333	\$ -	
2	PAPI Replacement	2024	\$ 200,000			\$ -		\$ 10,000	\$ 10,000	\$ 180,000	\$546K BIL Remaining
	<b>TOTAL</b>		<b>\$ 166,650</b>	<b>\$ 149,985</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,333</b>	<b>\$ 8,333</b>	<b>\$ -</b>	
3	Runway and Taxiway Edge Light Replacement and Vault Improvements - Design	2025	\$ 1,200,000	\$ 450,000	\$ 630,000			\$ 60,000	\$ 60,000	\$ -	Past Usable Life
	<b>TOTAL</b>		<b>\$ 1,200,000</b>	<b>\$ 450,000</b>	<b>\$ 630,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 60,000</b>	<b>\$ 60,000</b>	<b>\$ -</b>	
4	Roll NPE	2026									
5	Rehabilitate Taxiway 'A' - Design	2026	\$ 174,900					\$ 15,900		\$ 159,000	Pavement Preservation
	<b>TOTAL</b>		<b>\$ 174,900</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,900</b>	<b>\$ -</b>	<b>\$ 159,000</b>	
6	Rehabilitate Taxiway 'A' - Construction	2027	\$ 500,000	\$ 300,000	\$ 150,000			\$ 25,000	\$ 25,000		Pavement Preservation
	<b>TOTAL</b>		<b>\$ 500,000</b>	<b>\$ 300,000</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ -</b>	
7	Apron A Rehabilitation - Design	2028	\$ 166,650	\$ 149,985	\$ -			\$ 8,333	\$ 8,333	\$ -	Pavement Preservation
	<b>TOTAL</b>		<b>\$ 166,650</b>	<b>\$ 149,985</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,333</b>	<b>\$ 8,333</b>	<b>\$ -</b>	
8	Apron A Rehabilitation Construction	2029	\$ 2,874,600	\$ 450,000	\$ 2,137,140			\$ 143,730	\$ 143,730	\$ -	Pavement Preservation
	<b>TOTAL</b>		<b>\$ 2,874,600</b>	<b>\$ 450,000</b>	<b>\$ 2,137,140</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 143,730</b>	<b>\$ 143,730</b>	<b>\$ -</b>	
9	T/Hanagar Taxilane Rehabilitation - Design	2030	\$ 125,000	\$ 112,500	\$ -		\$ -	\$ 6,250	\$ 6,250	\$ -	
	<b>TOTAL</b>		<b>\$ 125,000</b>	<b>\$ 112,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,250</b>	<b>\$ 6,250</b>	<b>\$ -</b>	
10	T/Hanagar Taxilane Rehabilitation - Construction	2031	\$ 583,333	\$ 525,000			\$ -	\$ 29,166	\$ 29,167		Pavement Preservation
11	T/Hanagar Taxilane Rehabilitation - Non-AIP Construction	2031	\$ 200,000				\$ -	\$ 200,000		\$ -	Non-AIP Pavement Preservation
	<b>TOTAL</b>		<b>\$ 783,333</b>	<b>\$ 525,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 229,166</b>	<b>\$ 29,167</b>	<b>\$ -</b>	
12	Wildlife Hazard Assessment	2032	\$ 50,000	\$ 45,000	\$ -		\$ -	\$ 2,500	\$ 2,500	\$ -	
	<b>TOTAL</b>		<b>\$ 50,000</b>	<b>\$ 45,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,500</b>	<b>\$ 2,500</b>	<b>\$ -</b>	

FAA Contact: Delvin Lewis

ODOT Contact: John Stains 614-387-2352

**DELINQUENT PERSONAL PROPERTY TAX STATEMENT**  
**(O.R.C. SECTION 5719.042)**  
THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

STATE OF OHIO  
COUNTY OF LOGAN, SS:

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the City of Bellefontaine on \_\_\_\_\_, that

\_\_\_\_\_ was / was not charged with delinquent  
(NAME OF COMPANY) (CIRCLE ONE)

Personal Property Taxes by the Logan County Auditor.

**(If Personal Property Taxes are delinquent, complete the following section)**

The amount of delinquent Personal Property Taxes due Logan County is \_\_\_\_\_ and unpaid  
(AMOUNT)

penalties and interest are \_\_\_\_\_.  
(AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(AFFIANT)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY/STATE/ZIP CODE)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

(SEAL) \_\_\_\_\_  
(NOTARY)

My Commission Expires:

\_\_\_\_\_  
(DATE)



**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT**  
THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

STATE OF OHIO  
COUNTY OF LOGAN, SS:

\_\_\_\_\_ being first duly sworn, deposes and says that  
(NAME)

he/she is \_\_\_\_\_ of \_\_\_\_\_ the party  
(TITLE) (COMPANY)

that made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the owner.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(AFFIANT)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY/STATE/ZIP CODE)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

(SEAL) \_\_\_\_\_  
(NOTARY)

My Commission Expires:

\_\_\_\_\_  
(DATE)

**NON-COLLUSION AFFIDAVIT**  
THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

STATE OF OHIO  
COUNTY OF LOGAN, SS:

\_\_\_\_\_ being first duly sworn, deposes and says that  
(NAME)

he/she is \_\_\_\_\_ or authorized representative of \_\_\_\_\_ or is the party  
(TITLE) (COMPANY)

submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the County of Logan or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(AFFIANT)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY/STATE/ZIP CODE)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

\_\_\_\_\_  
(DATE)

**NO FINDINGS FOR RECOVERY AFFIDAVIT**  
THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

STATE OF OHIO  
COUNTY OF LOGAN, SS:

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time I submitted the bid for \_\_\_\_\_  
(BID TITLE)  
to the City of Bellefontaine on \_\_\_\_\_, that

\_\_\_\_\_ has / has no unresolved finding for  
(NAME OF COMPANY) (CIRCLE ONE)

recovery from the State Auditor per Ohio Revised Code Section 9.24.

**(If there is unresolved finding for recovery from the State Auditor, complete the following section)**

The amount of unresolved finding for recovery due the State Auditor is \_\_\_\_\_  
(AMOUNT)

and unpaid penalties and interest are \_\_\_\_\_.  
(AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(AFFIANT)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY/STATE/ZIP CODE)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

\_\_\_\_\_  
(DATE)

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE**  
THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

STATE OF OHIO  
COUNTY OF LOGAN, SS:

Personally appeared before me the undersigned, as an individual or as a  
representative of \_\_\_\_\_ for  
(NAME OF ENTITY)

A contract for \_\_\_\_\_.  
(TYPE OF PRODUCT OR SERVICE)

to be let by the City of Bellefontaine, who, being duly cautioned and sworn, make the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **Individually** made within the previous twenty-four months and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following **Individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the City of Bellefontaine Council or their individual campaign committees:

- a. myself;
- b. any partner or owner of the partnership or other unincorporated business (if applicable);
- c. any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
- d. any trustee of the trust (if applicable);
- e. any administrator or executor of the estate (if applicable);
- f. any owner of more than 20% of the corporation or business trust (if applicable);
- g. each spouse of any person identified in (a) through (f) of this section;
- h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;

2. That none of the following have **collectively** made within the previous twenty-four months, and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the City of Bellefontaine Council or their individual campaign Page 59 of 65 committees:

- a. myself;
- b. any partner or owner of the partnership or other unincorporated business (if applicable);
- c. any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
- d. any trustee of the trust (if applicable);
- e. any administrator or executor of the estate (if applicable);
- f. any owner of more than 20% of the corporation or business trust (if applicable);
- g. each spouse of any person identified in (a) through (f) of this section;
- h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
- i. any political action committee affiliated with the corporation, business trust, partnership or other unincorporated business, association, estate or trust identified in (a) through (f) of this section;
- j. Any combination of persons identified in (a) through (i) of this section;

3. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above-named entity to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant, sayeth naught.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

\_\_\_\_\_  
(DATE)



**CERTIFICATION AGAINST DEBARMENT AND SUSPENSION**  
THIS FORM MUST BE COMPLETED IN ITS ENTIRETY

The bidder hereby certifies, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated therewith in the capacity of the owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgement rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please set out the exceptions on the lines below. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

**INTERNAL USE ONLY BELOW THIS LINE**

---

<http://www.sam.gov> check performed on: \_\_\_\_\_, 2024

By: \_\_\_\_\_

Attached returned results from <http://www.sam.gov> check.

**CERTIFICATIONS (CORPORATION ONLY)**  
THIS FORM MUST BE COMPLETED IN ITS ENTIRETY

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
of the corporation named as supplier herein; that \_\_\_\_\_, who signed  
this agreement on behalf of the supplier was then \_\_\_\_\_ of  
said corporation, and that said agreement was duly signed for and in behalf of said  
corporation by authority of its governing body and is within the scope of its  
corporate powers.

CORPORATE  
(SEAL)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)