



Policies and Procedures for FTA/Federal Grant Related Procurement

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Policies & Procedures for FTA/Federal Grant Related Procurement

This document has been prepared in accordance with the Federal Transit Administration's (FTA) procurement policies in particular Super Circular 2 CFR 200. Please refer to *The FTA's Best Practices Procurement Manual* for procurement assistance, contract clauses, and provisions.

Written Record of Procurement History

The Buyer shall maintain records detailing the history of each FTA associated procurement. These records shall be placed in the master file and include:

- The rationale for the method of procurement
- Selection of contract type
- Reasons for contractor selection or rejection
- The basis for the contract price

Procurement documentation files

Where appropriate, the file contains:

- Purchase request, acquisition planning information and other pre-solicitation documents
- Evidence of availability of funds
- Rationale for the method of procurement (negotiations, formal advertising)
- List of sources solicited
- Independent cost estimate
- Description of work/scope of services
- Copies of published Notice to Bidders
- Copy of the solicitation, all addenda, and all amendments
- Liquidated damages determination
- Source selection documentation if applicable
- Buyer's determination of contractor responsiveness and responsibility
- Cost or pricing data
- Determination that price is fair and reasonable including an analysis of the cost and price data, required internal approvals for awards
- Document showing availability of funds
- Notice of award
- Record of any protest
- Bid, Performance, Payment, or other bond documents, and notice to sureties
- Required insurance documents, and
- Notice to proceed

Contract Administration File

Where appropriate, the file contains:

- Executed contract and notice to award

- Bond –related documents
- Insurance documentation
- Post-Award correspondence
- Notice to proceed
- Approvals or disapprovals of waivers and deviations
- Modifications and changes in the terms and conditions of the contract, including a rationale for the change, determinations regarding their scope, and cost/price analysis for any price increases or decreases.

Awards to Responsible Contractors

The city shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The debarred and suspended list will also be checked.

Methods of Solicitation and Selection

The methods of solicitation and selection allowed within the Federal contractual guidelines are listed below:

- Micro purchases only for contract amounts less than \$10,000.00
- Small purchase procedures only for contract amounts less than the simplified acquisition threshold (currently \$250,000.00)
- Sealed bids where
 - You have a complete, adequate and realistic specification or purchase description
 - Two or more responsible bidders are willing and able to compete
 - The procurement lends itself to a firm fixed price contract and the selection can be made on the basis of price
 - No discussion with bidders is needed after receipt of offers;
- Competitive proposals; or
- Noncompetitive proposals (sole source) procurement only if you can justify not soliciting additional competition in the manner explicitly defined in FTA Circular 4420.1E.
- Please note that if there is a discrepancy between FTA and LCG’s Purchasing PPM guidelines, the Purchasing Department will adhere to the most stringent guidelines.

Micro Purchases

Procurement by micro-purchases are those purchases under \$10,000.00. Purchases below that threshold may be made without obtaining competitive quotations if the grantee determines that the price is fair and reasonable. Such purchases are exempt from Buy America requirements. There should be equitable distribution among qualified suppliers, and no splitting of procurements to avoid competition. The Davis-Bacon Act applies to construction contracts over \$2,000.

Minimum documentation required: A determination that the price is fair and reasonable and how this determination was derived must be submitted to the Buyer prior to the issuance of an award. This determination shall be placed in the master file.

Small Purchases

Small purchases are to be used if the services, supplies, or other property cost between \$10,000 and under \$250,000. Price or rate quotations shall be obtained from at least three qualified sources and submitted to the Buyer prior to the issuance of an award. These price or rate quotations shall be placed in the master file.

Sealed Bids/Invitation for Bid (IFB)

Bids are publicly solicited and a firm-fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest price.

Note: Sealed bids are evaluated by the Transit department for compliance with bid specifications, responsible and responsive bidders, verification of pricing, fund availability, etc. The Transit department transmits an award recommendation to the Purchasing Department, which conditionally awards the contract.

Competitive Proposal/Request for Proposals (RFP)

The competitive proposal method of procurement is normally conducted with more than one source submitting a proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids (i.e. when descriptions of experience, education, expertise, availability of services, etc., are necessary for evaluation). If this procurement method is used the following requirements apply:

- Requests for proposals will be publicized.
- All evaluation factors will be identified and included along with their relative importance in the RFP.
- Proposals will be solicited from an adequate number of qualified sources.
- Departments must have a written method in place for conducting technical evaluations of the proposals received and for selecting awardees. This documentation must be submitted to the Buyer for approval and inclusion in the master file.
- Awards will be made to the responsible firm whose proposal is most advantageous to the grantee's program with price and other factors considered. Documentation of the award justification should clearly identify key determination factors.

Service Contracts

Any service contracts, including but not limited to professional services, architectural services, or engineering services, shall be competitively procured by advertising the particular project/service requested. This applies to any service over \$5,000.

Noncompetitive Proposals (Sole Source)

Sole Source procurements are accomplished through solicitation or acceptance of a bid/proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with this subparagraph.

- (1) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and **at least one** of the following circumstances applies:
 - a. The item is available only from a single source;
 - b. The public emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. FTA authorizes noncompetitive negotiations; or
 - d. After solicitation of a number of sources, competition determined inadequate.
- (2) A cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit is required.

The Traditional Construction Process – Design/Bid/Build

It has been traditional in the construction industry to employ an architect/engineer (A/E) to complete a detailed design of the entire project before soliciting bids from construction contractors. This design/bid/build approach

requires that a detailed design package of the entire project be complete before bids are solicited from construction contractors. Following award of the construction contract, the A/E is often retained by the owner for the construction phase, and acts as the owner's agent, to inspect the construction work to ensure that the structures are built according to the design specifications.

Protest Procedures

Any protest concerning the issuance for contents, or interpretation of a request for proposals, bid solicitation, or request for a quotation of price and other terms, must be filed in writing with the Purchasing and Property Division, Office of Finance and Management, LCG, 705 W. University Avenue, Lafayette, Louisiana 70502 or Facsimile Number (337)291-8269, prior to ten (10) days before the date the response is due or within five (5) days after the protester knew or should have known of the grounds for the protest, whichever is later. Any protest concerning LCG's evaluation of submitted proposals, bids or award of a contract must be filed in writing with the Purchasing and Property Division, Office of Finance and Management, no later than seven (7) days after the contract award. As soon as possible after the receipt of the protest, the Purchasing & Property Division shall contact the protester and shall arrange an opportunity for both parties to submit written or oral arguments to a person named by the LCG at an early date. This person shall attempt to arrange a conference at with both parties can appear, but shall not be required to do so. The decision of the person named by LCG shall be final.

In all instances involving FTA funds, LCG shall disclose information regarding the protest to FTA and keep FTA informed about the status of the protest. All protest decisions must be in writing and a protester must exhaust all administrative remedies with LCG before pursuing a protest with FTA.

Costing and Pricing

Ensuring Most Efficient and Economic Purchase

Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase and to avoid purchase of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.

Independent Cost Estimates

Transit must perform an independent cost estimate (ICE) for every procurement valued over the simplified acquisition threshold which is currently \$250,000. Transit personnel shall obtain the ICE **prior** to publishing the procurement or soliciting vendors. Examples of places to obtain an ICE are from a like-kind vendor, another public agency that recently purchased a like-kind item, a city engineer (if applicable), or a catalog showing product and sale price. All ICE's must document the date of the estimate and the name of the person who developed it and this documentation shall be retained in the procurement file. An ICE must be performed or cost analysis must be performed for any contract modifications (change orders).

Cost vs. Price Analysis

Transit must perform a cost or price analysis in connection with each procurement which meets or exceeds the simplified acquisition threshold which is currently \$250,000, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation. These analyses are performed after pricing is obtained but prior to the award of the contract.

Price Analysis

A price analysis will be the usual procedure following a competitive situation and in situations where items are being procured which are sold in the commercial marketplace to the general public. A price analysis is an evaluation of the offeror's price relative to the prices being offered by other vendors and being paid by the general public for the same or similar items. The essential factors, which must be present in order to make a price analysis, are as follows:

- The product must be a commercial product (i.e., one for which there is a basis of comparison in the commercial marketplace). Price analysis would not be suitable for example, for research and development items, or for one-of-a-kind items for which there was no basis of comparison.
- It is not necessary that competing products be exactly identical to the product being offered, but you must be able to compare the products' capabilities and their respective price differences in light of those varying capabilities. By such comparisons one is able to make value judgments that a particular product's performance capabilities warrant a higher or lower price than a competing product.

Cost Analysis

A cost analysis will be required whenever a price analysis cannot be performed. A cost analysis entails the review and evaluation of the separate cost elements and the proposed profit of an offeror's cost proposal. A cost analysis is conducted to perform an opinion on the degree to which the proposed cost, including profit, represents what the performance of the contract 'should cost', assuming reasonable economy and efficiency. A cost analysis will be appropriate in the following situations:

- The product or service being offered is not susceptible to being evaluated against other commercially available items of similar products or services. Examples would include procurement for professional services where no competing price proposals are submitted or sole-source procurement for other types of services.
- When change orders are issued to contracts requiring the contractor to do work whose cost can only be evaluated by examining the various cost elements, such as labor, materials, travel, etc.

Cost Plus Percentage of Cost Prohibited

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Full and Open Competition

The principle of full and open competition has one primary and two secondary purposes. The primary purpose is to obtain the best quality and service at minimum cost. In other words, to get the best buy. The secondary purposes are to guard against favoritism and profiteering at public expense and to provide equal opportunities to participate in public business to every potential offeror.

Departments must conduct all procurement in a manner providing full and open competition. This policy assures that all responsible bidders are permitted to compete for the procurement. In the case of sole or single source procurement, justification for use of the source must be documented.

Contracts with a value of more than \$250,000 shall be awarded by sealed bid or by the competitive and noncompetitive proposal process unless there is an explicit exception. Departments must refrain from the following practices, which are deemed restrictive of competition:

- a. Unreasonable requirements placed on firms in order for them to qualify to do business;
- b. Unnecessary experience and excessive bonding requirements;
- c. Noncompetitive pricing practices between firms or between affiliated companies;

- d. Noncompetitive awards to any person or firm on retainer contracts;
- e. Organizational conflicts of interest;
- f. Restrictive use of brand names;
- g. Any arbitrary action in the procurement process; and
- h. Geographic preferences.

The Transit department must submit all required forms to the Buyer prior to issuance of an award letter or purchase order.

Bonding Requirements

For those construction or facility improvement contracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the grantee, provided FTA determined that the policy and requirements adequately protect the Federal interest. FTA has determined that grantee policies and requirements that meet the following minimum criteria adequately protect the Federal interest.

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified;
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract; and
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

Brand Name or Equals

Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features unduly restricting competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used.

The Transit department shall use a “brand name or equal” description only when it cannot provide an adequate specification or more detailed description, without performing an inspection and analysis, in time for the acquisition under consideration. Further, a department wishing to use “brand name or equal” must carefully identify its minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation.

Conflicts of Interest

No employee, officer, or agent of Lafayette Consolidated Government (LCG) shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent
- b. Any member of their immediate family,
- c. Their partner, or
- d. An organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award. The officers, employees or agents of LCG will neither solicit

nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Any potential conflicts of interest should be disclosed to the employee's immediate supervisor who will then make the determination of who to recuse from the process.

Geographic Preference

Departments shall conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Written Selection Procedures

To ensure all procurements are awarded in a fair and equitable manner, all solicitations shall include the following:

- a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.
- b. Identify all requirements that offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- c. 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.
- d. The officers, employees, and agents of LCG may neither solicit nor accept gratuities, favors, gifts, or anything of monetary value from contractors or parties to subcontracts. Violations of these standards will result in progressive disciplinary action up to and including termination.
- e. Purchasing personnel shall ensure that unnecessary acquisitions or duplicative item purchases are avoided. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

Prequalification of Bidders

The procuring department shall ensure that all lists of prequalified persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum full and open competition. In addition, the City shall not preclude potential bidders from qualifying during the solicitation period, which is from issuance of the solicitation to its closing date.

Advertising and Publicizing Solicitation

IFB's and RFP's must be publicly advertised and publicized for at least 15 days for material bids and 30 days for construction and RFP's prior to the solicitation's due date. A longer time period is suggested for larger, more complex procurements. Outreach efforts must be made using diverse resources such as the Internet and mailing lists coupled with widely circulated publications.

IFB's must be issued with sufficient time to prepare bids prior to the date set for opening the bids. Further, the invitation for bids will include any specifications and pertinent attachments and shall properly define the items or services sought in order for the bidder to properly respond. RFP's must identify all evaluation factors along with their relative importance. The Buyer shall place copies of all advertising and publicized solicitation material in the related master file.

Pre-Bid and Pre-Proposal Conferences

Pre-bid and pre-proposal conferences are generally used in complex acquisitions as a means of briefing prospective offerors and explaining complicated specifications and requirements to them as early as possible after the solicitation has been issued and before offers are received. This is also an open forum for potential respondents to address ambiguities in the solicitation documents that may require clarification. Notice of the conference is included in the solicitation at the time of issuance.

Evaluation of Bid Alternates

When bid alternates are included in a bid or proposal document, these alternates must be evaluated as part of the overall bid. This evaluation must be in a written narrative detailing the contract award and takes the alternate into account in reaching a procurement decision. This evaluation must be submitted to the Purchasing Department prior to proceeding with the procurement.

Exercise of Bid Alternates

Bid Alternates may not be exercised unless it is in accordance with the terms and conditions stated in the initial contract. In addition, the requesting department must have made a determination that the alternate price is better than the market price or that the option price is more advantageous. Full written documentation supporting this determination must be submitted to the Purchasing Department.

Types of Contracts

General

All FTA related procurements must use the FTA Procurement Checklist. This checklist will be used by the Buyer to ensure contract clauses and federal flow down language are included in each contract as required.

Fixed Price vs. Cost Reimbursement

Procurement by the Sealed Bid/Invitation for Bids (IFB) method must be used when certain conditions are present. Among those listed is the condition that:

- a. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- b. Paragraph 9.d of FTA Circular 4420.1E authorized procurement by the Competitive Proposal/Request for Proposals (RFP) method and either a fixed price or cost reimbursement type contract may be awarded.
- c. Paragraph 7.i of FTA Circular 4420.1E requires that departments must document their reasons for selecting the contract type as a part of the written record of procurement history.
- d. Paragraph 10.e of FTA Circular 4420.1E prohibits the cost plus a percentage of cost method of contracting.

Fixed-Price Contracts

These contracts are appropriate for acquiring commercial items, or for supplies or services which can be clearly defined with either performance/functional specifications or design specifications, and where performance uncertainties do not impose unreasonably high risks upon the contractor.

Cost-Reimbursement Contracts

These contracts are one in which the City does not contract for the performance of a specified amount of work for a predetermined price, but agrees instead to pay the contractor's reasonable, allocable and allowable costs of performance regardless of whether the work is completed. The City/Department assumes a high risk of incurring cost overruns, while the contractor has almost no risk of financial losses. Cost-type contract are suitable when (a) you are unable to accurately describe the work to be done, or (b) there is an inability to accurately estimate the costs of performance. If either of these conditions is present, the cost-reimbursement contract is the proper type of contract.

Time and Materials Contracts

Departments will use time and materials contracts only:

1. After a determination that no other type of contract is suitable;
2. The contract specifies a ceiling price, and the contractor shall not exceed that price except at its own risk; and
3. The method of procurement must be submitted to the Buyer and included with the file for this type of contract.

Labor/Hour Contracts

Labor/hour contracts are a variation of the time and materials contract, differing only in that materials are not supplied by the contractor. You should use this type of contract only when no other would be suitable, and you need to document your determination if you choose to use this type of contract.

Cost Plus Percentage of Cost Contracts

The FTA Circular 4420.1E clearly prohibits the use of this contracting method.

Out of Scope Changes

An "out of scope change" is a contract amendment or change order that is not within the scope of the original contract and is considered a sole source procurement. Please use the sole source policies for this action.

Contract Term Limitation

The City shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options. All other types of contracts (supply, service, leases of real property, revenue and construction, etc.) will be based on sound business judgment. Length of contracts shall be for not more than the amount of time required to accomplish the purpose of the contract, and will also include consideration for competition, pricing, fairness, and public perception. Once a contract has been awarded, an extension of the contract term length that amounts to an out of scope change, will require a sole source justification.

Revenue Contracts

Revenue contracts are those third party contracts whose primary purpose is to either generate revenues in connection with a transit related activity, or to create business opportunities utilizing competitive selection procedures and principles. The extent of and type of competition required is within the discretionary judgment of the City.

Tag-ons

The use of tag-ons, or the addition of work including supplies, equipment or services, that is beyond the scope of the original contract that amounts to a cardinal change as generally interpreted in Federal practice by the various Boards of Contract Appeals, is prohibited and applies to the original buyer as well as to others. In scope "tag-on" changes are not considered tag-ons.

Piggybacking

Piggybacking is an assignment of existing contract rights to purchase supplies, equipment, or services. Piggybacking is permissible when the solicitation document and resultant contract contain an assignability clause that provides for the assignment of all or a portion of the specified deliverables as originally advertised, completed, evaluated, and awarded.

Payments

Advance Payments

FTA does not authorize, and will not participate in funding payments to a contractor prior to the incurrence of costs by the contract unless prior written concurrence is obtained from the FTA.

Progress Payments

Grantees may use progress payments provided the following requirements are followed:

1. Progress payments are only made to the contractor for costs incurred in the performance of the contracts.
2. The grantee must obtain adequate security for progress payments. Adequate security may include taking title, a letter of credit or equivalent means to protect the grantee's interest in the progress payment.

Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts shall contain contractual provisions or conditions that allow for:

- a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate. (All contracts in excess of the small purchase threshold.)
- b. Termination for cause and for convenience by the City or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

Liquidated Damages Provision

The City may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine. In order to obtain liquidated damages, the City must suffer an actual loss. The amount of liquidated damages must be reasonable in light of the loss suffered. The assessment for damages shall be at a specific rate

per day for each day of overrun in contract time; and the rate must be specified in the third party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

Flowdown of FTA Clauses

Please see the attached checklist as a guide to ensure the proper clauses are included in the procurement process. These clauses are required to be included in all FTA contracts and purchase orders.

Buy America

As a condition of responsiveness to bidding for procurements of rolling stock, iron, steel, or manufactured products greater than \$150,000 the bidder must submit with the bid or offer, a completed Buy America certificate in accordance with Part 661.6 for steel, iron, and manufactured products, or Part 661.12 for rolling stock (including train control, traction power, and communication equipment). Once submitted the bidder is bound by the certification provided. If the bidder does not submit a certification, the bid shall be considered non-responsive. If the bidder executes certification that it cannot comply but may be eligible for an exception, then the City shall review the circumstances and determine if it should request a waiver from the FTA.

Lobbying

Contractors who apply or bid for an award of \$100,000 or more must file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying". Each level of FTA fund recipient certifies to the level above it 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 FTA fund recipient must also disclose the name of any registrant under the Lobbying Disclosure Act of 1195 who has made lobbying contacts on its behalf with non-Federal funds with respect to that specific Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from each level of fund recipient to the next level of fund recipient until it reached the grantor.

DBE Participation

As a recipient of an FTA grant, LCG must meet the maximum feasible portion of our overall DBE program goal using race-neutral methods. Where appropriate, however, LCG is responsible for establishing DBE contract goals on individual DOT-assisted contracts. LCG may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. Furthermore, while LCG is not required to set a contract goal on every DOT-assisted contract, we are responsible for achieving our overall program goals by administering our DBE program in good faith.

Debarment, Suspension, Ineligibility and Voluntary Exclusions

It is LCG's responsibility to ensure that the Contractor is eligible to participate in a federally-funded contract and are not presently declared by any Federal department to be:

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

In most cases, the verification is done through the use of www.sam.gov. Some contracts also require the contractor to sign a certification regarding debarment, suspension, and other responsibility matters.