

Exhibit _____, Federal Law Addendum

Required Contract Clauses for Federal Grant Funded Procurements

This project or work is funded in whole or in part by grants from the federal government. The purchase of goods or services funded in whole or in part by the Federal Government are subject to the requirements of 2 C.F.R. §§ 200.317 – 200.326 and 2. C.F.R. Part 200, Appendix II. The contractor, vendor, or supplier (“Contractor”) is responsible for ensuring its compliance with all applicable Federal requirements. The following contract clauses shall be incorporated in any contract awarded by Frederick County, Virginia, its governing body, officers, employees, and agents (“County”) as indicated below.

Contractor is responsible for ensuring its compliance with all applicable federal requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable federal requirements.

Upon request of Frederick County or the federal government, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the federal requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor’s compliance at all tiers.

The following required contract clauses will be incorporated by reference in any contract awarded by Frederick County. These provisions and required contract clauses are in addition to other General Contract Terms, Specifications, Special and Technical Specifications. Some provisions and clauses require the Contractor to execute and submit certain required certifications, which are included herein. Failure to execute and submit required certifications may render a contract null and void.

1. TERMS REQUIRED FOR ALL CONTRACTS

DEBARMENT AND SUSPENSION	
Authorizing Legislation	Executive Order 12549; Executive Order 12689; 2 C.F.R. Part 180; 2 C.F.R. Part 3000
Required Contracts	All Contracts
Attachment A	Certification Regarding Debarment, Suspension & Other Responsibility Matters

- A. The contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, contractor is required to verify that neither the Contractor, nor its Principals (defined at 2 C.F.R. § 180.995), or its Affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- D. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

Contractor further agrees to include a provision requiring such compliance in its respective lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT	
Authorizing Legislation	31 U.S.C. § 1352
Required Contracts	All Federal Contracts
Attachment B	Certification Regarding Lobbying

A. Contractors who apply or bid for an award of \$100,000 or more shall 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 shall also declare any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, as required by 31 U.S.C. § 1352. Such declarations are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. The certificate entitled Certification Regarding Lobbying must be completed and returned with this Agreement.

PROCUREMENT OF COVERED MATERIALS	
Authorizing Legislation	2 C.F.R. Part 200; The Solid Waste Disposal Act § 6002
Required Contracts	All Federal Contracts Over \$10,000

A. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>

C. The Contractor also agrees to comply with all other applicable requirements of § 6002 of the Solid Waste Disposal Act.

TERMINATION FOR CAUSE/CONVENIENCE	
Authorizing Legislation	2 C.F.R. Part 200, Appendix II (B)
Required Contracts	All Contracts

See Frederick County General Terms and Conditions, Paragraph 21 and 22.

<https://www.fcva.us/home/showpublisheddocument/844/637323175395270000>

ACCESS TO RECORDS	
Authorizing Legislation	DHS Standard Terms and Conditions v. 2 (2022); FEMA Contract Provisions
Required Contracts	All Federal Contracts

The following access to records requirements applies to this contract:

- A. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	
Authorizing Legislation	29 C.F.R. 5.5(b)
Required Contracts	All Federal Contracts Over \$100,000 Utilizing Mechanics or Laborers (as defined in 40 U.S.C. § 3701)

- A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. **Withholding for unpaid wages and liquidated damages.** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in

paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT	
Authorizing Legislation	42 U.S.C. § 7401-7671(q); 33 U.S.C. § 1251-1387
Required Contracts	All Federal Contracts Over \$150,000

A. Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency (EPA) Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

LEGAL/CONTRACTUAL/ADMINISTRATIVE REMEDIES FOR BREACH	
Authorizing Legislation	2 C.F.R. Part 200, Appendix II(A)
Required Contracts	All Federal Contracts Over \$250,000

See Frederick County General Terms and Conditions, Paragraph 27.
<https://www.fcva.us/home/showpublisheddocument/844/637323175395270000>

2. ADDITIONAL TERMS REQUIRED FOR CONSTRUCTION CONTRACTS

EQUAL EMPLOYMENT OPPORTUNITY	
Authorizing Legislation	2 C.F.R. PART 200 APPENDIX II (C)
Required Contracts	Required in All Construction Contracts (as defined in 41 C.F.R. § 60-1.3)

During the performance of this contract, contractor agrees as follows:

- A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to

their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to § 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT	
Authorizing Legislation	40 U.S.C. 3141- 3144, and 3146-3148; 29 C.F.R. Part 5; 2 C.F.R. PART 200 APPENDIX II(D); Executive Order 14026 or Executive Order 13658.
Required Contracts	Required in Certain Federal Construction Contracts Over \$2,000

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance (PA) Program.**

- A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Vendor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- B. Contractors are 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.
- C. Additionally, Contractors are required to pay wages not less than once a week.
- D. Contracts subject to the Davis-Bacon Act require the minimum wage rate required under Executive Order 14026 or Executive Order 13658.

E. Prevailing Wage Construction Categories which are enforced in Frederick County include:

1. Heavy Dredging
2. Highway, to include tunnels, building structures in rest areas, railroad construction, bascule, suspension and spandrel arch bridges, maritime bridges, and any other major bridge type.
3. Residential, to include single and multi-family buildings.
4. General Building Construction
5. Heavy Construction, to include sewer and water projects.

COPELAND ANTI-KICKBACK ACT	
Authorizing Legislation	40 U.S.C. § 3145; 40 U.S.C. § 276c; 18 U.S.C. § 874; 29 C.F.R. § 5.12; 29 C.F.R. PT 3
Required Contracts	Required in All Federal Construction Contracts Over \$2,000 (does not apply to PA grants)

- A. **Contractor.** Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. **Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

BUY AMERICA ACT	
Authorizing Legislation	2 C.F.R. PART 176; 49 U.S.C. 5323(j)(1); 7 CFR 210.21(d); 49 CFR Part 661.5
Required Contracts	All Infrastructure Project Contracts

Buy America Act Preference (to be included in T&Cs of federal financial award for infrastructure projects). This guidance applies to all federal financial assistance programs as defined in 2 C.F.R. § 200.1

- A. All iron and steel used in the project are produced in the United States.
1. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- B. All manufactured products used in the project are produced in the United States.
1. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- C. All construction materials are manufactured in the United States.
1. This means that all manufacturing processes for the construction material occurred in the United States.

3. TERMS RECOMMENDED FOR ALL CONTRACTS

CONTRACT CHANGES OR MODIFICATIONS	
Authorizing Legislation	Frederick County Finance Policies & Procedures
Recommended Contracts	All Contracts

The County shall execute a Purchase Order, contract, and/or agreement following the award. The County may, upon mutual agreement with the Contractor, issue written modifications to the scope of work or specifications of this project. No modification to the provisions of the project shall be effective unless the modification is incorporated into the contract document. Either the County or the contract may issue a change order during the project. A mutually agreed upon change order is required for all changes, cancellations, and liquidations.

DHS SEAL, LOGO, AND FLAGS	
Authorizing Regulation	DHS Standard Terms and Conditions: Version 8.1 (2018)
Recommended Contracts	All Contracts

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW REGULATIONS AND EXECUTIVE ORDERS	
Recommended Contracts	All Contracts

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT	
Recommended Contracts	All Contracts

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUDULENT STATEMENTS OR RELATED ACTS	
Authorizing Legislation	31 U.S.C. § 3729-3733
Recommended Contracts	All Contracts

Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION & OTHER RESPONSIBILITY
MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. § 1001 and 18 C.F.R. § 701.313, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

_____ Signature of Contractor's Authorized Representative

_____ Printed Name of Contractor's Authorized Representative

_____ Title of Contractor's Authorized Representative

_____ Date

I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT B
CERTIFICATION REGARDING LOBBYING

44 C.F.R., Part 18, Appendix A

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Representative

_____ Printed Name of Contractor's Authorized Representative

_____ Title of Contractor's Authorized Representative

_____ Date

ATTACHMENT C
CERTIFICATION REGARDING VIOLATION OF BUY AMERICAN

If a product is found to be in violation of this requirement, the successful offeror shall, at his expense, remove all products from County locations within two (2) business days after being notified of the violation. A substitute domestic product may be accepted, but no higher than the proposed price of the non-domestic product found on successful offeror's original proposal. The contractor shall provide reasonable notice to the County and must be approved, in writing, by the Contract Manager, prior to delivery. The County may then issue approval of such product purchases on a case-by-case basis.

Further, if the contractor responds with a domestic product and later is determined by auditors that the actual product being delivered matching the product code is not domestic in nature, the contractor may be responsible for the reimbursement of any penalties levied against the County where those penalties are the result of non-compliance to the Buy American provision.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1) 7 CFR 210.21(d)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)