

REQUEST FOR PROPOSALS TO PROVIDE REAL-TIME PASSENGER INFORMATION SYSTEM

Pursuant to Section 143-129.8 of the General Statutes of North Carolina, AppalCART will receive bid proposals for the delivery and installation of a real time passenger information system for the fixed route transit services delivered in Boone, NC to the Appalachian State University students and residents of the Town of Boone, NC.

Craig Hughes
Transportation Director
AppalCART
305 NC Highway 105 Bypass Boone, NC 28607
Email: director@appalcart.com

Sealed Bids are due by 2:00 p.m. on Friday, April 28, 2023. Recommendation for award by the AppalCART Board is expected to occur on **Monday, June 26, 2023, after successful negotiations with the vendor are finalized.**

Proposal documents may be obtained from Craig Hughes, AppalCART Director, in person at 305 NC Hwy 105 Bypass, Boone, NC 28607 or electronically, at <https://www.appalcart.com/post/real-time-passenger-information-request-for-proposals>. Documents requested by mail will be packaged and sent postage paid.

Issuance of this Request for Proposal does not commit AppalCART to award a contract, to pay any costs incurred in preparation of a bid or to procure or contract for related services or supplies. This procurement is subject to financial assistance grants between AppalCART and the State of North Carolina. All bidders must certify they are not on the Comptroller General's list of ineligible contractors. The successful bidder(s) shall be required to comply with all applicable Equal Employment Opportunity laws and regulations. Disadvantaged Business Enterprises will be afforded full opportunity to submit bid proposals and compete for subcontracting work and will not be discriminated against on the basis of race, color, religion, sex, national origin, or disability.

ADVERTISEMENT

AppalCART, the transportation provider for Appalachian State University and the Town of Boone, NC requests proposals for a real-time passenger information system for its 29 vehicle fixed route transportation system that pushes arrival times to various media (web, text, Dynamic Message Signs) and has a management portal to be used by the dispatcher.

Pursuant to Section 143-129.8 of the General Statutes of North Carolina, AppalCART will receive bid proposals for the delivery and installation of a real time passenger information system for the fixed route transit services delivered in Boone, NC to the Appalachian State University students and residents of the Town of Boone, NC.

Bridget Harrison
HR Officer and Administrative Coordinator
AppalCART
305 NC Highway 105 Bypass Boone, NC 28607
Email: hradministration@appalcart.com

Sealed Bids are due by 2:00 p.m. on Friday, April 28, 2023.

Notwithstanding the foregoing, AppalCART reserves the right to reject any or all proposals.

All proposals in response to this request for proposals contained herein shall be made to Bridget Harrison, Human Resource Officer & Administrative Coordinator via email at hradministration@appalcart.com containing such proposal and labeled: real-time passenger information system. The name, address, email address, and phone number of the person or entity making the proposal must be plainly stated in the proposal.

All questions regarding this Request for Proposal shall be directed in writing to Bridget Harrison, hradministration@appalcart.com.

Issuance of this Request for Proposals does not commit AppalCART to award any contract, to pay any costs incurred in preparation of a proposal or to procure or contract for related services or supplies. This procurement may be subject to financial assistance grants between AppalCART (and each of the other procuring transit providers), the State of North Carolina and the Federal Transit Administration. All persons or entities submitting proposals must certify they are not on the Comptroller General's list of ineligible contractors. The successful proposer shall be required to comply with all applicable Equal Employment Opportunity laws and regulations. Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals and compete for subcontracting work and will not be discriminated against on the basis of race, color, religion, sex, national origin, or disability.

SCHEDULE

The following is the solicitation schedule:

<i>DATE</i>	<i>EVENT</i>
March 8, 2023	<i>Issuance of RFP.</i> AppalCART issues this RFP.
March 22, 2023	<i>Submission of Written Questions.</i> Proposers are permitted to submit written questions, but only for purposes of clarifying this RFP. All submissions shall be emailed to Bridget Harrison at hradministration@appalcart.com and shall include the name of a Proposer contact person. Questions are due by March 22, 2023 . Questions received after this deadline may be answered at the discretion of the Finance Office.
April 5, 2023	<i>Responses.</i> Responses to written questions will be posted on the AppalCART website by the close of business on April 5, 2023.
April 28, 2023 by 2:00 PM.	<i>Proposal Submission.</i> Complete proposals are due by 2:00 PM EST on April 28, 2023 as described.
Tentatively Week of May 5, 2023	<i>Demonstration of Product:</i> Selected proposers will be scheduled to make a demonstration of their product at the offices of AppalCART transit services.
Tentatively May 26, 2023	<i>Contract negotiations start.</i>
Tentatively June 26, 2023	<i>Recommendation to AppalCART Board for Award.</i>
August 7, 2023	<i>GO LIVE</i>

GENERAL SPECIFICATIONS

It is the intent of the attached minimum specifications to describe the said equipment, apparatus, supplies, or materials to be purchased for AppalCART. All items described within the specifications must be new, unused, and of the manufacturer's latest design and model unless otherwise specified. All standard equipment must be provided. All necessary hardware and software not mentioned, but needed for the full operation of the item(s) specified must be supplied. Unnecessary, (optional) items may be priced separately if not specified. All items are to be delivered FOB Boone, NC to the location provided when ordered. All items are to be delivered safely, or shipped in a protective carton, fully assembled, and serviced and ready for operation. Bidders may submit literature with manufacturer's specifications with the bid proposal. All equipment and supplies must meet all safety regulations, guidelines, and specifications such as OSHA, USDOT, NCDOT, NFPA, UL, etc., if so regulated.

OBJECTIONS AND EXCEPTIONS TO SPECIFICATIONS

The specifications were written to be used as a guide for the size and quality of the equipment requested. In some instances, a particular manufacturer and model may be specified with or without an approved equal. If there is an objection to any of the specifications as listed, the bidder must notify in writing to Bridget Harrison at the address or email listed above by the questions due date. The objections contemplated must pertain both to form and substance of the bid documents. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation. All concerns, questions, clarifications, or other correspondence must be directed only to Bridget Harrison. Information obtained from other sources will not be considered in the evaluation and award of this bid. All objections or requests for approved equals will be evaluated promptly and all potential bidders will be notified of any changes to the specifications or other approvals in the form of an addendum.

Bidders must note clearly any and all exceptions taken to the specifications as an attachment. It is noted that different manufacturers will have differences in engineering and design of equipment. Bidders must note these differences as an "Exception" and attach detail information explaining how the exception is "equal to" or "exceeds" the intent of the specification. All exceptions and items submitted as an equal will be evaluated. AppalCART reserves the right to reject any and all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of AppalCART.

SELECTION CRITERIA

This procurement will be conducted using competitive proposal procedures. It is the intent of AppalCART to conduct technical evaluations of proposals received, hold product demonstrations, conduct negotiations with one or more vendors, and select a vendor, with the goal of promoting fairness and competition.

The Director shall appoint a Selection Committee to evaluate and determine which proposals are responsive and will rank them according to the evaluation criteria. The Committee shall make its findings to and recommend award to AppalCART's Board pending successful contract negotiations. The Board shall award all competitive proposal contracts to the responsible firm whose proposal is most advantageous to AppalCART considering the following: price, customer service/support response, high quality customer interface, ability to provide accurate and useful data, and meet technical requirements. The Board, however, reserves the right to reject any or all proposals.

The following criteria will be used to evaluate the proposals to be interviewed.

Evaluation Criteria	Weight
Qualifications and Experience of the Project Team and References	30
Proposal Response: Statement of Work / Implementation and Training Plan / Testing Plan / Demonstration	30
App and Software Appeal/User Friendliness	25
Cost and Annual Maintenance/Support Costs	15
Total	100

INSTRUCTIONS TO BIDDERS

SUBMITTAL REQUIREMENTS

All submitted proposals must adhere to the following guidelines and organization:

1. Include in one package, with each section clearly labeled:
 - Section A: System Features and Capabilities
 - Section B: Letter of Transmittal signed by the person(s) with the authority to bind your firm and answer questions or provides clarification concerning submitted proposals
 - Section C: Firm Profile, Experience, References and Financial Capability.
 - Section C: Statement of Work / Implementation Plan / Training Plan / Testing Plan.
 - Section E: Cost Proposal(s).
 - Section F: Form of Proposal and Acknowledgement of Addenda.
 - Section G: Warranty and Maintenance.
 - Section H: Required Submissions from Appendices.
2. Proposals shall be submitted electronically via email. The electronic media must include a portable document format (pdf) of the signed original document as well as a spreadsheet of the cost proposal for easy tabulation.
3. Completely and accurately address the criteria found in this RFP
4. Submit applications with subject heading "Real Time Passenger Information System" via email to:

Bridget Harrison
Human Resource Officer & Administrative Coordinator
hadministration@appalcart.com

Technical Specifications

Project and Background of Systems:

AppalCART is soliciting bid proposals to provide real time passenger information system services for its customers (Appalachian State University students, Watauga County, and Town of Boone, NC residents and visitors). Key features include a Web and Mobile Application Based Passenger Information System and Arrival / Departure signs for various stops. The website, application, and signs must display predicted arrival time at the stop / sign location.

FIXED ROUTE FLEET CHARACTERISTICS

Fleet Inventory (29 vehicles)

#	Manufacturer	Year	Farebox Vendor	Head sign Vendor	Stop Annunciation Vendor
2	Eldorado Nat'l	2007 / 2008	N/A	Hanover	Hanover HTC-21
1	Proterra	2022	N/A	Hanover	Hanover HTC-21
1	Gillig	2007	N/A	Hanover	Hanover HTC-21
1	Gillig	2008	N/A	Hanover	Hanover HTC-21
1	Gillig	2010	N/A	Hanover	Hanover HTC-21
2	Gillig	2011	N/A	Illuminator	Clever Device 600
2	Gillig	2012	N/A	Illuminator	Clever Device 600
1	Gillig	2013	N/A	Illuminator	Clever Device 600
2	Gillig	2015	N/A	Illuminator	Clever Device 700
1	Gillig	2015	N/A	Hanover	Hanover HTC-21
10	Gillig	2018	N/A	Hanover	Clever Device 700
4	Gillig	2019	N/A	Hanover	Hanover HTC-21
1	Chevrolet	2009	N/A	Hanover	Hanover HTC-21

General Service Characteristics

	AppalCART
Service Start Time (Weekday)	6:35 am
Service End Time (Weekday)	10:08 pm
Service Start Time (Saturday)	8:30 am
Service End Time (Saturday)	5:50 pm 2:30 am*
Service Start Time (Sunday)	11:42 pm
Service End Time (Sunday)	1:30 am
Peak Frequency of Service (# of routes: peak frequency)	3 Routes: 30 min 3 Routes: 20 min 5 Routes: 15 min
Average Speed of buses (mph)	13
Peak Bus Routes	21
Number of Daily Vehicle Trips (Weekday)	575
Number of Daily Vehicle Trips (Saturday)	52
Number of Daily Vehicle Trips (Sunday)	63
Number of Bus Stops	146

*When Appalachian State University is in session.

AppalCART is very busy from about August 15th - December 15th and from January 15th to May 15th. Those are days Appalachian State University is in Fall and Spring Semesters. Between semesters we cut the number of bus routes from 12 to 8 and the number of peak hour buses from 25 to 10.

Appalachian State University hosts six or seven home football games each year. There are seven routes (10 buses) running on Saturday game days (Saturday trips will be significantly increased).

There are two digital bus stop signs that can display real-time data at our Colleges St stop location. These are five line signs. Vendors are asked to identify whether their components would be compatible with the existing signs or if compatible replacements for the existing digital signs are available.

Real-Time Passenger Information System Procurement and Installation

Vendor Hardware and Software Requirements

AppalCART encourages qualified vendors (or vendor partnerships) to send their proposals when their product encompasses the below components.

1. Real-Time Passenger Information System
 - a. Automatic vehicle locating (AVL) / global positioning system (GPS) units and signal transmitting hardware installed to track bus movements
 - i. AVL system must integrate with Automatic Passenger Counters (APCs) for location data reporting (see integration details below)

- ii. Installed AVL systems can be wireless or wired, as long as the required integrations are met.
 - b. General Transit Feed Specification: both static and real-time GTFS feeds that can be integrated with Google, Apple maps and other applications
- 2. CAD (Computer Aided Dispatch)
 - a. Vehicles must be shown on a digital visualization tool with the following information and capabilities:
 - i. Real-time information:
 - 1. Real-time speed information.
 - 2. Current vehicle on-time performance (OTP) on-screen.
 - 3. Current vehicle passenger load (raw data or percentage)
 - ii. Capabilities:
 - 1. Ability to customize visibility of routes on display.
 - 2. Ability to assign each vehicle to its daily scheduled route.
 - 3. Service alerts that connect to public-facing application.
 - 4. Instant replay viewer that shows all vehicles, assigned or unassigned for any time within the past 31 days.
- 3. Real-Time Customer-Facing Mobile Application (iOS & Android)
 - a. Provide a mobile application or similar that is available to the general public at no cost to the user.
 - b. Information includes:
 - i. An interactive map that shows all routes, stop locations, current user location, and current bus locations
 - ii. Stop arrival predictions for each route and stop
 - iii. Real-time passenger load on buses
 - iv. Wayfinding via user's mobile location
 - v. Service alerts for detours or service interruptions (Pop-up alerts preferred).
 - vi. The ability to post service alerts, notifications, or messages to the public that pop up in the web browser and in the app.
 - vii. Push notifications.
 - c. Provide short videos about how to use the application that AppalCART can share via social media and post on our website.
- 4. Comprehensive Data Collection and Reporting Platform
 - a. On-Time Performance
 - i. Data by route, stop, and hour (trip and block level data preferable).
 - ii. Data showing scheduled time and observed arrival/departure time, with "mm:ss" early/late
 - iii. All data above must be externally exportable in a csv format or other file formats compatible with Microsoft Excel.
 - b. Stop-by-stop route timing observations.

- c. Ridership
 - i. By route, stop, and hour (trip and block level data preferable).
 - ii. Total activity, boardings, alightings, loads (performance comparison across different data ranges is preferable).
 - iii. All data above must be externally exportable.
 - d. Ability to create reports with historical data from any date.
 - e. Ability to display and analyze the data visually.
 - f. Maximum 48 hour delay on ridership data.
5. Technical Support and Ongoing Training
- a. Provide technical support and service checks to keep the system fully operational for the term of the contract.
 - b. Conduct any required or recommended training of key AppalCART staff in order to achieve full component functionality and to show proof of performance.
6. Warranty and Maintenance
- a. The Warranty period shall begin after system acceptance for AppalCART's full fleet of vehicles.
 - b. Complete all maintenance and support as needed during the Warranty period.
7. Cloud Hosting and Data Safety
- a. The software licensing and hosting period shall begin after acceptance for AppalCART's full fleet of vehicles. Qualified vendors (or vendor partnerships) shall provide licensing and cloud-hosting of the data capture and reporting capabilities required for its services for the term of the contract.

Add-On Services

The products listed in this section are not a requirement for a proposal submission. The ability of a vendor to supply "preferred" services will increase the score of the proposal. These preferred services' costs will not be factored into the cost rankings, however costs of add-on services need to be identified in the cost proposal.

- 1. General Transit Feed Specification (GTFS) Builder
 - a. Easily program pattern, calendar, schedule, and stop information.
 - b. Open Application Programming Interface (API) for GTFS to integrate with other applications.

2. Vehicle System Operations: On-board driver display with sign-in, route selection, clock, directions, and stop progression.
3. Dispatch Management Features (preferred add-on services to requirement # 2)
 - a. Live detour management: the ability to change route patterns and 0 schedules that would be reflected in the real-time GTFS and public-facing application.
 - b. Exact “mm:ss” in the on-screen OTP description or customizable features.
 - c. Ability to automatically flag speed infractions.
4. Advanced mapping tools and basemap layer visualization
5. National Transit Database (NTD) reporting data collection including ridership, service mileage and service hours information
6. Automatic Passenger Counters
 - a. Proposers should be able to provide solutions that implement new APC systems that provide the following capabilities.
 - i. Collect passenger load, boarding and alighting data for route and schedule planning.
 - ii. Review boarding and alighting data for facilities planning.
 - iii. Collect passenger count data to satisfy National Transit Database (NTD) reporting.
 - iv. Plan bus stop amenities based on passenger boardings by stop.
 - v. Manage passenger loads using APC data to suggest when transit agencies alter vehicle stop or when additional vehicles should be put into service.
 - b. The proposer shall provide pricing for the option of adding an integrated Automatic Passenger Counting (APC) system and capabilities. The hardware used for new APC systems shall be proposed by the proposer and be in accordance with national recognized standards for APC systems and requirements. Please specify in your proposal if you provide an option for bus operators to input passenger boardings through a touch-based input on a MDT and describe how this system works in the vehicle and how the data is transmitted or transferred to the transit agency.

Current On-Board Hardware to be Integrated

1. Audio Visual Announcements (AVA) – Hanover HTC-21 and Clever Devices 600 & 700
2. Interior LED display – Hanover

Current Stationary Signage

Data Display DB52005 5 line stationary sign



Contract Period

It is AppalCART's preference to award this contract to one single vendor. It is acceptable for a vendor to partner with other companies as project lead to provide all desired specifications in a single competitive proposal. However, multiple vendors may be awarded if no single vendor can competitively demonstrate the desired readiness, quality and cost-effectiveness for all specifications. AppalCART reserves the right to reject all submissions, and/or to partially accept multiple submissions that are deemed beneficial for specific sets of products, services or modules.

Contract to be implemented no later than August 7, 2023. Any resulting contract shall be for a period of one (1) year. At the AppalCART's option and under the same terms and conditions contained herein, the contract period may be extended for four (4) additional one (1) year periods, not to exceed a total contract period of five (5) years.

Year 1 Payment Schedule

- Payments will be made incrementally based on the following schedule:

Deliverable	% Payment
Software Installation	20%
Go Live	40%
Project Acceptance	40%

Section A: System Features and Capabilities

AppalCART is seeking a real time passenger information system that includes web and mobile application-based passenger information and dynamic message signs at selected stops. To the greatest extent possible, vendors are encouraged to utilize the existing on-vehicle equipment and dynamic message signs.

Responses should address in detail the requested features and functionalities listed below, considering the Vendor Hardware and Software Requirements mentioned on pages 8-10, organized in a way that makes it easy for reviewers:

- A. Itemized proposed exceptions to the contract expectations, if any, along with justifications
- B. Proposed ownership model(s) (purchase outright, software as a service, etc)
- C. Required and optional on vehicle technology
- D. Communication infrastructure
- E. Dispatcher/Call Center interface
- F. Management console
- G. Standard reports/exports
- H. Import/export tools for GTFS (General Transit Feed Specification) data
- I. Required spatial data, source, update frequency, and update costs (if any)
- J. Process/tools for creating user-generated or custom reports and evaluating data (Please list types of reports, capabilities, and limitations)
- K. Website and mobile application public interfaces and customizable features
- L. A quality customer interface, along with accurate data that is easily obtained from the software that can be used to evaluate the bus service and assist in planning route and stop improvements.
- M. Dynamic message sign technology, information options, and itemized costs
- N. Description of how the public-facing products demonstrate compliance with Americans with Disabilities Act (ADA) standards
- O. Departure / arrival prediction methodology (Also, describe accuracy of predictions)
- P. Best practices for managing common scenarios such as detours, special event transportation, weather events, seasonal service changes, etc.
- Q. Support plan(s) and pricing
- R. Warranted products and terms
- S. Support/maintenance goals and performance metrics related to customer service
- T. Description of support/maintenance interaction process
- U. Hardware requirements, specifications, and itemized pricing
- V. Data backup and archiving
- W. Training plan(s) and pricing
- X. Project management plan and timeline
- Y. Definition of 'go-live', when the project transitions from implementation to production
- Z. Recommended spare parts/equipment to be kept on hand
- AA. List of proprietary equipment and replacement prices good for at least 5 years after 'go-live'

Section B: Letter of Transmittal

Section C: Firm Profile, Experience, References and Financial Capability

Section C: Statement of Work / Implementation Plan / Training Plan / Testing Plan

Section E: Cost Proposal

The vendors are to supply a fully descriptive quote of all costs required to complete and **deliver a fully functioning system** meeting the requirements of this RFP, itemized with per unit costs and inclusive of all components and services.

A minimum of the following line items should be included:

- Itemized equipment costs
- Software costs
- Training and implementation costs
- Annual system maintenance costs for the four year period beyond the initial warranty period
- Data communications costs

Section F: Form of Proposal & Acknowledgement of Addenda

I understand and certify:

- AppalCART reserves the right to reject this proposal;
- This proposal shall remain open and shall not be withdrawn for a period of sixty (60) days from the date of its submission;
- Prices submitted in response to the RFP will be valid for a minimum of 120 days from the date of proposal submission;
- The price quoted in any proposal shall include all labor, materials, tools, equipment and other costs necessary to fully complete the design, manufacture, delivery and implementation of the system pursuant to the negotiated specifications;
- The firm I represent is eligible to engage in business with AppalCART and meets the minimum expectations of this RFP unless otherwise noted;
- The information contained within the proposal is truthful and accurate.

Signature: _____

Name of Firm: _____

Name & Title of Authorized Official: _____

Date: ___/___/2021

Business Address: _____

Telephone Number: (____) ____ - ____

Fax Number: (____) ____ - ____

Email Address: _____

Acknowledgement Of Addenda Received:

Addendum No.: Date Received: _____

Addendum No.: Date Received: _____

Addendum No.: Date Received: _____

If no addenda were received, write "N/A" in each "Addendum No." blank. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established.

Please attach a copy of each addendum received to this Exhibit.

Section G: Warranty and Maintenance

Section H: Required Submissions

Appendix A Certification of Compliance with Requirements for the Participation of Disadvantaged Business Enterprises (DBEs)

Appendix B Federal Requirements and Special Conditions for Technology Goods and Services

Attachment A Certification Of Restrictions On Lobbying

Attachment B Buy American Certification for Rolling Stock – compliance

Attachment C Buy American Certification for Rolling Stock – non compliance

Attachment D Certification of Primary Participants Regarding Debarment, Suspension, and Other Responsibility Matters

Appendix C E-Verify

Appendix A

DBE POLICY FOR CONSULTANTS AND SUBCONSULTANTS (11/2013)

(a) Policy

It is the policy of the North Carolina Department of Transportation that small businesses shall have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by federal and state funds.

The Department is committed to its annual aspirational goal(s) set on all federally-assisted and state funded contracts. Professional Services Contracts are race and gender neutral and do not contain goals. However, the CONSULTANT is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant participation on all contracts and supplemental agreements.

As a recipient of federal grant funding through the Public Transportation Division of the Department, AppalCART is also required to follow these policies.

(b) Obligation

In compliance with Title VI, 23 CFR 200, 230, 635, 117 (d) and (e) and 49 CFR Parts 21 and 26, the CONSULTANT and subconsultant shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability or sex in the performance of this contract. Failure by the CONSULTANT to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as AppalCART deems necessary.

(c) Reporting Participation

When payments are made to subconsultants, including material suppliers, firms at all levels (CONSULTANT, subconsultant or subfirm) shall provide the Contract Administrator with an accounting of said payments. This accounting shall be furnished to the Contract Administrator for any given month, by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved CONSULTANT from the pre-qualified list or the removal of other entities from the approved subconsultants list. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the CONSULTANT has no subconsultant participation, the firm shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed.

A responsible fiscal officer of the payee CONSULTANT, or subconsultant, who can attest to the date and amount of the payments shall certify that the accounting is correct on the Form DBE-IS by affixing his/her signature. This information shall be submitted as part of the requests for payments made to AppalCART. A copy of the Form DBE-IS may be found on the NCDOT website.

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PRIME CONSULTANT**

TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY

RACE AND GENDER NEUTRAL

Prime Form RS-2; Revised 1/14/2008

TIP No. and/or Type of Work (Limited Services)

(Consultant/Firm Name and Federal Tax Id)

SERVICE / ITEM DESCRIPTION	Anticipated Utilization
TOTAL UTILIZATION:	
RECOMMENDED BY: CONSULTANT:	
*BY:	
TITLE:	
SPSF Status: Yes <input type="checkbox"/> No <input type="checkbox"/>	

“PRIME CONCONSULTANT” (FORM RS-2)

RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2:

1. Complete a Prime Consultant Form RS-2 for the prime consultant firm.
2. Insert TIP Number and /or Type of Work (Limited Services)
3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
4. Enter Service/Item Description – describe work to be performed by the Prime Firm
5. Enter Anticipated Utilization – Insert dollar value or percent of work to the Prime Firm
6. *Signature of the Prime Consultant **is required** on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
7. Complete “SPSF Status” section - Check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SUBCONTRACTOR**

**TO BE USED WITH PRIME CONTRACTS
RACE AND GENDER NEUTRAL
Subcontractor Form RS-2 DBE; Revised 7/09**

TIP No. and/or Type of Work (Limited Services)

(Firm Name and Federal Tax Id)

(Subcontractor/Sub-Firm Name and Federal Tax Id)

SERVICE / ITEM DESCRIPTION		Anticipated Utilization
		TOTAL UTILIZATION:
SUBMITTED BY: SUBCONTRACT OR:	RECOMMENDED BY: FIRM:	
*BY:	*BY:	
TITLE :	TITLE:	<input type="text"/>
SPSF Status Yes <input type="checkbox"/> No <input type="checkbox"/> :		

“SUBCONTRACTOR” (FORM RS-2-DBE)

RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2-DBE:

1. Complete a Subcontractor Form RS-2-DBE for each Subcontractor to be utilized by your firm.
2. Insert TIP Number and /or Type of Work (Limited Services) – if applicable
3. Complete the Firm name and Federal Tax ID Number for the primary firm information.
4. Complete the Subcontractor/Sub-firm name and Federal Tax ID Number for the sub firm information.
5. Enter Service/Item Description – describe work to be performed by the Subcontractor.

6. Enter Anticipated Utilization – Insert dollar value or percent of work to the Subcontractor/Sub Firm
7. *Signatures of both Subcontractor and Prime Consultant **are required** on each RS-2-DBE Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete “SPSF (Small Professional Service Firm) Status” section - Subcontractor shall check the appropriate box regarding SPSF Status, check “Yes” if SPSF or “No” if not SPSF. DBE/MBE/WBE automatically qualifies as a SPSF.

In the event the firm has no subcontractors, it is required that this be indicated on the Subcontractor Form RS-2 form by entering the word “None” or the number “ZERO” and signing the form.

Appendix B

FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS

for

TECHNOLOGY GOODS and SERVICES

1. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (16), dated October 1, 2009; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated a 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

**THE FOLLOWING MAY BE USED SYNONYMOUSLY:
"BIDDER" AND "CONTRACTOR"
"PURCHASER", "PROCURING AGENCY" AND "OWNER"**

2. Federal Changes

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. Notification of Federal Participation

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, and 20.521. Federal funding assistance up to eighty (80%) percent may be provided.

4. Conflict of Interest

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any

member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

5. **Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$250,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$250,000 or more and prior to the award of the contract.

6. **Civil Rights**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and

Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

(3) **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

(4) **Nondiscrimination on the Basis of Sex** - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

(5) **Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to

the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

(7) **Environmental Justice.** The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations

and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

(8) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(9) **Other Nondiscrimination Laws.** The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

(10) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. **Contracting with Disadvantaged Business Enterprises**

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs* and with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101. The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is **8.6%**.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **Procuring Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Procuring Agency. In addition, these may apply:

- **the contractor may not hold retainage from its subcontractors; or**
- **is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed; or**
- **is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the**

Procuring Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.

d. The contractor must promptly notify the **Procuring Agency** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **Procuring Agency**.

8. Clean Air Act

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal Assistance provided by FTA.

9. Clean Water

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal assistance provided by FTA.

10. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

11. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

12. **Buy America**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$250,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Effective June 20, 2018 small purchases (under the \$250,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment B or C) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$250,000.

BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either B or C) IS PERMITTED TO BE SUBMITTED. The certification requirement does not apply to lower tier subcontractors.

13. **Fly America**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any

event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. Cargo Preference

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform the Owner, so that additional requirements and clauses may be attached to this Contract.

15. Debarment and Suspensions

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **Procuring Agency**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Procuring Agency**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Procuring Agency agrees and assures that its third party contractors and lessees will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any sub agreement, lease or third party contract.

The Procuring Agency will be reviewing all third party contractors under the Excluded Parties Listing System at <http://epls.gov/> before entering into any contracts.

The requisite Debarment and Suspension Certification is included as ATTACHMENT D (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

16. Termination or Cancellation of Contract

The Owner (Grant Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Owner's or Government's best interest. The Owner shall terminate by delivering to the Contractor a Notice of Termination

specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. The Contractor shall be paid for the products delivered up to the time of termination. The Contractor shall promptly submit its termination claim to the Owner to pay the Contractor. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs. A 30-day notice of termination shall be required.

If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

17. Breach of Contract

If the Contractor fails to make delivery of the equipment, supplies, or services within the specified terms of the contract, or fails to perform within the provisions of the contract, the contract may be terminated by reason of default or breach. A written notice of default or breach of contract shall be presented to the Contractor within three (3) working days of such failure. The Contractor will only be paid the contract price for equipment, supplies, or services delivered and accepted in accordance with the requirements set forth in the contract.

If it is determined that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

The Owner in its sole discretion may, in the case of breach of contract, allow the Contractor a specified period of time in which to correct the defect. In such case, the notice of termination will state the time period in which the correction is permitted and other appropriate conditions.

If Contractor fails to remedy to the Owner's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within twenty (20) days after written notice from the Owner setting forth the nature of said breach or default, the Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

18. Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. Protest Procedures

To ensure that protests are received and processed effectively the Purchaser shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Purchaser before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Purchaser's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

20. No Federal Government Obligations to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

21. False or Fraudulent Statements and Claims

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, by executing the Grant Agreement or Cooperative Agreement, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, or agreement with or to the Federal Government involving a project authorized by 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.

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

22. Access to Records and Reports

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39 (i)(11).

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for five (5) years after that date of termination or expiration of this contract,

except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

23. Patents and Rights in Data - CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK - ONLY

A. Rights in Data - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes", any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract

for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (e), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the -Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition, of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents, of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) Therefore, when the Project is completed, the Contractor agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Contractor agrees to provide other reports pertaining to the Project that FTA may request. The Contractor agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA.

(5) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

24. Privacy

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, the Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Contractor shall obtain the express consent of the Department and the Federal Government before the Contractor, and any subcontractors, or any of their respective employees operate a system of records on behalf of the Federal Government. Failure to do so may result in termination of the Contract and civil and criminal penalties for violation of the Privacy Act.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

25. National Intelligent Transportation Systems Architecture and Standards

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (*applicable to ITS projects*)

26. Recycled Products

The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items

during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000. These requirements flow down to all contractor and subcontractor tiers.

To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

These items include, but may not be limited too:

Non-paper office products:

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

27. State and Local Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

28. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee)

requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

29. Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Purchaser/Owner of this Purchase Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

The Contractor represents and warrants that it shall make no claim of any kind or nature against the Purchaser or it's agents who are involved in the delivery or processing of contractor goods to the Purchaser. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

30. Seat Belt Usage

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt on the job seat belt use policies and programs for its employees when operating company owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts entered into under this project.

31. Metric System

To the extent required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its Contract activities as may be required by 49 U.S.C. Sect. 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. Sect. 205a; and other regulations, guidelines and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

33. Exclusionary or Discriminatory Specifications

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support procurements using exclusionary or discriminatory specifications.

34. North Carolina State Ethic's Requirement

Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

- 1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller,

subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

To be added near the signature portion of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

Certificate of Compliance with Federal Requirements

Date _____

Signature _____

Company _____

Name _____

Title _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding \$250,000; must be executed prior to Award)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
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.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$250,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

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. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ___ day of _____, 20___, in the State of _____;
and the County of _____.

Notary Public _____
My Appointment Expires _____

ATTACHMENT B

CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA REQUIREMENTS

(To be submitted with all bids for goods exceeding \$250,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award. Only one certification may be submitted.)

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 C.F.R. Part 661.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

ATTACHMENT C

**CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA REQUIREMENTS**

(To be submitted with all bids exceeding \$250,000. A bid, which does not include this certification or the certification under Attachment B, will not be eligible for award. Only one certification may be submitted)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulation in 49 CFR Part 661.7.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

ATTACHMENT D

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

APPENDIX C

STATE OF NORTH CAROLINA
COUNTY OF WATAGUA

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

 Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep AppalCART informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

Further, Affiant saith not.

This the _____ day of _____, 20_____.

Affiant

STATE OF _____
COUNT Y OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20_____.

Notary Public [SEAL]

My commission expires: _____