

# REQUEST FOR PROPOSALS FOR VEHICLE MAINTENANCE SERVICES

Interested Vendors should submit their proposals by  
**2:00 PM, on May 24, 2010 to the attention of:**

Attention: Bill Allison  
County of Lenoir  
Lenoir County Transit  
PO Box 3289  
Kinston NC28502  
Delivery Address:  
201 E. King Street  
Kinston, NC 28501  
Phone: 252-559-6457 Ext.7270  
Fax: 252-559-6458  
Email: ballison@co.lenoir.nc.us

Any late proposals will be returned unopened. Vendors should submit sealed proposals clearly marked with

**“Vehicle Maintenance Services for Lenoir County Transit.”**

**Date Issued**

**April 25, 2010**



## REQUEST FOR PROPOSALS FOR VEHICLE MAINTENANCE SERVICES

The County of Lenoir, hereinafter referenced as Transit System, will receive request for proposals (RFP) to establish vehicle maintenance service contracts. It is the intent of this RFP to establish one or more contracts with responsible and reliable Contractors. It is anticipated that there may be more than one contract for each maintenance service. The contract(s) will be cost reimbursement, all work will be priced and pre approved prior to the start of the work efforts. The Transit System will enter into a contract for a 36-month period with two twelve month extensions.

**Interested parties may obtain a complete copy of the Request for Proposal by contacting:**

Attention: Bill Allison  
Lenoir County  
Lenoir County Transit  
PO Box 3289  
Kinston, NC 28502  
Delivery Address  
201 E. King Street  
Kinston, NC 28501  
Phone: 252-559-6457 Ext.7270  
Fax: 252-559-6458  
Email: ballison@co.lenoir.nc.us

**Sealed Proposals are due by 2:00 p.m. on May 24, 2010 Lenoir County Transit 201 E. King Street Kinston.** Awards by the Transit System are expected to occur within forty-five days after the proposals are opened.

Issuance of this Request for Proposal does not commit the Transit System to award a contract, to pay any costs incurred in preparation of a proposal or to procure or contract for related services or supplies. This procurement is subject to financial assistance grants between the Transit System, the North Carolina Department of Transportation (NCDOT), and the Federal Transit Administration (FTA) and /or American Reinvestment and Recovery Act (ARRA). The Transit System reserves the right to accept or reject any or all proposals, to waive minor technicalities and informalities and to make an award deemed in its own best interest. This RFP is issued Pursuant to **FTA Circular 4220.1F**.

All Contractors must certify they are not on the federal or state list of ineligible Contractors. The Comptroller General's federal list of ineligible Contractors is located at the web site [www.epls.gov](http://www.epls.gov). The state list of debarred organizations can be found on the State's Purchase and Contract web site [www.doa.state.nc.us/pandc/](http://www.doa.state.nc.us/pandc/). The successful Contractor(s) shall be required to comply with all applicable local, state and federal laws and regulations including Equal Employment Opportunity. 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. DBE Contractors must be certified and registered on the NCDOT Directory: <https://apps.dot.state.nc.us/vendor/directory>.

The following is the solicitation schedule:

<i>DATE</i>	<i>EVENT</i>
April25, 2010	<i>Issuance of RFP.</i> The Transit System issues this RFP.
April30, 2010	<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 delivered (by email or hard copy by mail) or faxed and shall include the name of a Proposer contact person to receive the answers. Questions are due by <b>2:00 PM EST</b> . Questions received after this deadline may be answered at the discretion of the Procuring Agency. .
May6, 2000	<i>Pre-proposal conference, questions answered at 2:00 PM Lenoir County Transit Office 201 E. King Street Kinston, NC</i>
May24, 2010	<i>Proposal Submission.</i> Sealed proposals are due by <b>2:00 PM EST</b> as described.
June2, 2010	<i>Evaluation.</i> During this period, the Evaluation Committee will conduct a full detailed evaluation of Proposals and References. Site visits and interviews may be held.
June21, 2010	<i>Recommendation to Lenoir County Board of Commissioners for Award.</i>
June22, 2010	<i>Contract negotiations start.</i>

### **SELECTION CRITERIA**

This procurement will be conducted using competitive proposal procedures. It is the intent of the Transit System to conduct technical evaluations of proposals received, hold Contractor site visits and / or interviews, conduct negotiations with one or more Contractors, and select one or more Contractors, with the goal of promoting fairness and competition.

A **Selection Committee** will evaluate and determine which proposals are responsive and rank them according to the evaluation criteria. The Committee shall make its findings and award recommendations to the Governing Body. The Governing Body shall award all competitive proposal contracts to the responsible Companies/Firms whose proposals are the most advantageous, considering price and technical requirements. The Governing Body, however, reserves the right to accept or reject any or all proposals, to waive minor technicalities and informalities and to make an award deemed in its own best interest as provided in N.C.G.S. 143-129(b). The following criteria will be used to evaluate the proposals.

Criteria	Weight
Proposal Response – how well the issues are addressed,	25
Qualifications and Experience	25
References	25
Costs	25

# INSTRUCTIONS TO PROPOSERS

## SUBMITTAL REQUIREMENTS

The information included in this document is designed to assist with responding to the RFP by indicating the desires of the procuring agency. All respondents must accurately and completely fill out the *Maintenance Response Form*.

Respondents to this RFP may only communicate with the designated contact listed in this RFP regarding the RFP and/or selection process. Any discussions of this RFP with anyone other than the designated contact at the Transit System will result in disqualification of the Contractor. All communication shall be **in writing**. Companies/Firms shall have no contact related to this project with elected officials or appointed officials other than the Transit System's designated contact listed in this RFP. Any such contact will subject the Company/Firm to immediate disqualification for consideration for this service.

The proposal will be valid for a period of 120 days from submission. The contract period shall be for 36 months with an option of two 12-month extensions.

All submitted proposals must adhere to the following guidelines:

1. Be typed on 8 1/2" by 11" paper
2. Mail to the address on Page 1, in SEALED packages clearly marked "Vehicle Maintenance Services for Lenoir County Transit "
3. Be received on or before opening date and time, **2 pm on May 24, 2010 Lenoir County Transit Office 201 E. King Street, Kinston, NC**

<b>SUBMISSION PACKET CHECKLIST</b>		
The checklist below is provided to help proposers with compilation of documents requested in this RFP.		
Check (√)	INCLUDED IN PACKET	Sign Off as Complete
	A. Letter of Transmittal	
	B. Maintenance Response Form	
	C. Certificates of Insurance	
	D. Form of Proposal and Acknowledgement of Addenda	
	E. Required Submissions from Appendices	
	F. Submission of Packet Checklist - Completed	
	One (1) original and two (2) copies of completed and signed proposal response	

# Technical Specifications

## Project and Background of Systems:

The key elements of this maintenance program include, a comprehensive preventive maintenance schedule, full utilization of standard warranty coverage and customer service responsiveness. Contractors work collaboratively with staff to maximize cost efficiencies, minimize unscheduled repairs and downtime and ensure quality service while providing mechanically sound, safe, reliable and **clean vehicles**. Attention is always focused on balancing costs and providing effective service.

Based on the North Carolina Department of Transportation Capital Replacement Schedule, the vehicles (18') in this fleet are to have a 100,000 mile life cycle and the light transit vehicles (20+') shall have a 130,000 mile life cycle, pending final approval and funding availability by the North Carolina Department of Transportation.

The following table lists the fleet to be included in this contract. Please note that as vehicles are replaced or expansion occurs vehicles may be substituted, deleted, or added to the fleet. The maintenance classification will relate directly to the Preventive Maintenance Schedule that will be discussed later in this document. The maintenance plan required by the Federal Transit Administration and the North Carolina Department of Transportation is included in the attachments.

### **FLEET CHARACTERISTICS**

#### Fleet Inventory vehicles

License Plate #	Local Fleet #	Model Year	Model	VIN Number	Vehicle Type	Fuel Type	Mileage as of 04/01/2010	Miles Driven Last FY
54141S	26989	2003	Dodg	2D7LB31Z1 3K526989	VAN	Gas	173,347	44,140
15259T	8137	2004	Ford	1FDXE45S 44HA08137	LTV	Gas	180,024	46,719
15260T	8134	2004	Ford	1FDXE45S 94HA08134	LTV	Gas	155,940	38,312
15261T	74506	2003	Ford	1FDXE45S 03HA74506	LTV	Gas	178,712	35,256
15262T	26979	2003	Dodg	2D7LB31Z9 3K526979	VAN	Gas	208,719	41,892
15263T	29933	2002	Dodg	2B7LB31Z4 2K129933	VAN	Gas	175,563	38,747
15264T	71839	2006	Ford	1FTSS34L1 6HA71839	VAN	Gas	198,002	59,319
15255T	50759	2007	Ford	1FTSS34L7 7DA50759	VAN	Gas	137,178	55,946
19578T	30027	2009	Ford	1FDEE35L 79DA30027	20ft. LTV	Gas	53,564	25,809
22174T	69839	2009	Ford	1fFTDS34L 79DA69839	Lift Van	Gas	29,876	7,789
22176T	69838	2009	Ford	1FTDS34L5 9DA69838	Lift Van	Gas	31,199	7,039
21065T	46026	2009	Ford	1FTDS34I5 9DA46026	Lift Van	Gas	39,814	15,134

22175T	69837	2009	Ford	1FTDS34D A69837	Lift Van	Gas	35,324	6,954
15256T	50758	2007	Ford	1FTSS34L5 7DA50758	VAN	Gas	140,226	56,010
TZ74181	4274	2008	Chev	1GBE5V1G X8F404274	28ft LTV	Gas	48,721	24,218

### Scope of Work with Stated Deliverables

Proposers shall demonstrate the ability to provide routine preventive maintenance (PM) and repair services for the above fleet. Contractors shall perform routine repair services for major systems that include but are not limited to brakes, suspension, heat/air conditioning systems, electrical systems, minor engine repair, etc. Proposers are asked to submit on the work most suited to their abilities. The Transit System may award multiple contracts for each maintenance activity.

For cost and service efficiencies, Transit System prefers to have a single Contractor that is able to perform all services. However, if necessary, Contractors may subcontract specialty work to subcontractors who have been approved prior to the start of work. The Contractor shall be responsible for all costs associated with doing business with its subcontractors unless otherwise mutually agreed upon with Transit System.

### Service Facility Location and Contacts

A Contractor Information Sheet is included. Proposers must submit this form with their proposal. When information on the form changes, a new form should be submitted. The form includes the facility location and primary and secondary contact information.

### Preventive Maintenance Service

The Transit System will contact the Contractor to schedule any maintenance service. At the time of the contract, the Contractor will provide an estimated price for the service. The Contractor is responsible for communicating and noting inspection deficiencies to the Transit System BEFORE the repairs are performed. Part of the communication will include an estimate for the additional activities. Please note that all fluids needed for topping off, reservoirs or oil changes shall be included in the quoted price of the preventative maintenance service.

Required turn around time for routine PM Service shall be a maximum of (1) business day from the time of receipt, as mutually agreed.

Each week the Transit System will provide a pre schedule of the PM Services that are approaching their mileages. The Transit System and the Contractor will mutually agree on a schedule for that week.

## 1. PM Description

The description of Lenoir County Transit preventive maintenance activities follows.

Preventive maintenance is a term used to describe the performance of regularly scheduled maintenance procedures of a vehicle to prevent the possibility of malfunctions.

### ***Preventative Maintenance Schedules A/B&C***

#### **Schedule A:**

Regularly

Wash vehicle Interior and Exterior – Every two (2) weeks by designated company or unless otherwise needed.

Clean the windshield wiper blades as required.

#### **Schedule B:**

Unscheduled

Replace:

- Alternator
- Starter motor
- Windshield wiper motor
- Windshield wiper blades
- Exhaust components: muffler, manifolds, pipes, hangers and clamps, headlamps, turn signal bulbs, brake lights and marker lights.
- Vehicle interior fittings, seat materials
- Wheelchair lift components
- Wheelchair restraint components

Every Year

Flush radiator  
Replace coolant  
Service air conditioner

Every 2 Years

Replace all hoses; more often if necessary.

Every 2 Years

Replace battery.

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Mileage Specific

\* In dusty areas, the air filter should be replaced every 10,000 miles.

\*\* PVC valve and brake pad replacements and engine tune-ups may need to be performed more often than suggested in this schedule.

4,000	Change oil, oil filter, lubricate steering linkage, rotate tires.
8,000	Change oil, oil filter, lubricate steering linkage, rotate tire.
12,000	Change oil, oil filter, rotate tires, change rear axle fluid, inspect brake linings, drain and refill automatic transmission fluid, replace filter and adjust bands.
16,000	Change oil, oil filter, air filter* and PCV valve**, lubricate chassis, rotate tires, lubricate steering linkage.
20,000	Change oil, oil filter, fuel, lubricate chassis, rotate tire.
24,000	Change oil, oil filter, lubricate chassis, rotate tire. Drain and refill automatic transmission fluid, replace engine oil filter. Change rear axle fluid, inspect brake linings, lubricate steering Linkage, rotate tires, inspect drive belts, adjust belt tension, change air filter, steering linkage, inspect front wheel bearings.
28,000	Change oil, oil filter, rotate tires, lubricate steering linkage.
32,000	Change oil, oil filter, air filter*, PCV valve**, spark plugs, rotate tires, inspect drive belts, adjust belt tension, replace engine oil filter, lubricate steering linkage, lubricate chassis,.
36,000	Change oil, oil filter, lubricate steering linkage, rotate tires, drain and refill automatic transmission fluid, change rear axle fluid, inspect brake linings.
40,000	Change oil, oil filter, lubricate steering linkage, rotate tires
44,000	Change oil, oil filter, air filter* and PCV valve**, inspect front wheel bearings, lubricate steering linkage, rotate tires, lubricate front

	suspension joints, lubricate brake booster bellcrank.
48,000	Change oil, oil filter, lubricate steering linkage, rotate tires, drain and refill automatic transmission fluid, replace filter, adjust bands.
52,000	Change oil, oil filter, lubricate steering linkage, rotate tires, flush and replace engine coolant.
56,000	Change oil, oil filter, fuel filter (if diesel), lubricate steering linkage, rotate tires.
60,000	Change oil, oil filter, replace engine oil filter, air filter* PCV valve**, replace spark plugs, lubricate steering linkage, drain and refill automatic transmission fluid, replace filter and adjust banks, replace ignition cables, change rear axle fluid, lubricate brake booster bellcrank pivot, inspect brake linings, inspect Auto Tension Drive Belt and replace if required.
64,000	Change oil, oil filter, lubricate steering linkage, rotate tires.
68,000	Change oil, oil filter, fuel filter (if diesel), lubricate steering linkage, rotate tires, lubricate front suspension ball joints, inspect front wheelball joints, clean and replace if necessary.
72,000	Change oil, oil filter, rear axle fluid, lubricate steering linkage, drain and refill automatic transmission fluid, replace filter and adjust bands, inspect brake linings.
76,000	Change oil, oil filter, inspect engine air cleaner element, replace if necessary, lubricate brake booster bellcrank pivot, inspect Auto Tension Drive Belt, lubricate steering linkage.
80,000	Change oil, oil filter, lubricate steering linkage, rotate tires, flush and replace engine coolant if it has been 30,000 miles since last change.
84,000	Change oil, oil filter, lubricate steering linkage, rotate tires, drain and refill automatic transmission fluid, change rear axle fluid, inspect brake linings.
88,000	Change oil, oil filter, fuel filter (if diesel), lubricate steering linkage, rotate tires.
91,000	Change oil, oil filter, air filter*, PCV valve**, lubricate steering linkage, lubricate brake booster bellcrank pivot, inspect front wheel bearings, lubricate front suspension ball joints.
95,000	Change oil, oil filter, lubricate steering linkage, rotate tires. Change rear axle fluid, drain and refill automatic transmission fluid, replace filter and adjust bands, inspect brake linings.
99,000	Change oil, oil filter, lubricate steering linkage, rotate tires.

103,000	Change oil, oil filter, lubricate steering linkage, rotate tires.
107,000	Change oil, oil filter, inspect engine air cleaner element, lubricate brake booster bellcrank pivot, inspect Auto Tension Drive Belt, lubricate steering linkage, rotate tires, brake linings, inspect drain and refill automatic transmission fluid, adjust bands, change rear axle fluid.
111,000	Change oil, oil filter, lubricate steering linkage, flush and replace engine coolant if it has been 30,000 miles since last change, lubricate front suspension ball joints, inspect ball wheel bearings.
115,000	Change oil, oil filter, fuel filter (if diesel), lubricate steering linkage, rotate tires.
121,000	Change oil, oil filter, rear axle fluid, inspect engine air cleaner element, replace ignition cables, check PCV valve, lubricate steering linkage, inspect Auto Tension Drive Belt and replace if required, drain and refill automatic transmission fluid, replace filter and adjust bands, lubricate brake booster bellcrank pivot, inspect brake linings.

## Wheelchair Lift Maintenance Schedule

Perform lift maintenance at scheduled intervals according to number of cycles or elapsed time, whichever comes first. Correct any potentially dangerous situations at once.

2 Weeks or 50 Cycles	<p>Outboard roll stop hinge (6 places) * light oil</p> <p>Outboard roll stop springs (3) * light oil</p>
4 Weeks or 100 Cycles	<p style="text-align: center;"><b>* Perform all procedures listed in previous section(s) also</b></p> <p>Transition plate hinge * light oil</p> <p>Platform fold axles * light oil</p> <p>Handrail(s) pivot points (option) * light oil</p>
1 Year or 1250 Cycles	<p style="text-align: center;"><b>* Perform all procedures listed in previous section(s) also</b></p> <p>Inspect cotter pins on platform fold axles (2) Replace if needed</p> <p>Inspect gas spring mounting hardware Tighten or replace if needed</p> <p>Inspect roll stop for proper operation. Roll Stop must snap to vertical (UP) position. Replace defective parts And/or relubricate.</p> <p>Inspect platform locking channels Resecure or replace</p> <p>Mounting hardware for securement (8 carriage bolts)</p> <p>Inspect handrail(s) for proper operation Replace defective parts And/or relubricate</p> <p>Hydraulic Fluid (Pump) – check level Use Type A transmission Fluid (* See Systems Description for specifications Check fluid level with platform lowered fully. Fill the reservoir to within ½” from the top of the reservoir (breather cap hole)</p> <p>Manual Back-up Pump (option) Release valve must be tight. Tighten or replace leaky or Faulty hydraulic fittings. Check hydraulic fluid level. (*See Systems Descriptions for Priming and Flushing Procedures).</p> <p>Check for proper operation.</p>

1 Year or 1250 Cycles	Chain Adjustment: Must have equal Tension and proper platform height	Adjust if needed. *See Roller Chain Assemblies In Systems Descriptions
	<b>General Inspection</b>	
	Remove header cover and inspect:	
	* Cylinder clevis lock nut and cylinder mounting hardware	Tighten or replace if needed. Note: Clevis lock nut must be replaced if loosened or removed.
	* Hyrdraulic hoses, fitting and connections for wear, leaks or other damage	Resecure, replace or correct as needed.
	* Chains, chain blots, UHMW rollers, axles and mounting hardware for wear, Misalignment or other damage.	Resecure, realign, replace or correct as needed.
	Inspect power cable.	Resecure, repair or replace.
	Make sure lift operates smoothly.	Realign horseshoe tubes, Apply *Light Grease or Otherwise correct as needed.
	Mounting	Check to see that the lift is Securely anchored to the Vehicle and there are no Loose bolts, broken welds Or stress fractures.
	Decals	Replace if worn, missing or Illegible.
Sun Grip	Replace if worn or missing.	

## **2. Repair Service**

As a result of PM Service, the Contractor may make recommendations for repair service. Contractors shall support their recommendations for repair work by using diagnostic statistics, accepted performance standards, vehicle history records, mileage, etc. The Contractor shall obtain prior authorization before completing any work that is the result of PM Service. All repair service, other than emergencies, will be scheduled by the Transit System.

The required turn around time for PM Service plus routine repair services done as a result of the PM shall not exceed two (2) business days or a mutually agreed time frame.

## **3. Warranty Service**

Completion of warranty work revealed as a result of PM Service shall not exceed five (5) business days from the date the vehicle is received by the warranty dealer. If special circumstances require extended down times, the specific schedule will be mutually determined between the Transit System and the Contractor / Warranty Dealer.

Contracted service facilities shall be familiar with all manufacture and after-market warranties. It is the responsibility of the Contractor to identify and notify the Transit System of service that is covered by any warranty. The Transit System will make the final determination to exercise the warranty or not based on costs, nature of the work to be done, convenience, and customer service.

The Transit System shall be responsible for coordinating all warranty work with the Contractor.

## **4. Emergency Service**

If a vehicle has a breakdown or is involved in an accident after hours and cannot be driven, the Transit System shall have the vehicle towed to either the System's or the Contractor's facility.

## **5. Service Procedures**

### **a. Communications**

Transit System will assign a contact person to coordinate services including: daily scheduling of vehicle drop-off and pick up, authorization of any service as a result of PM work, update of vehicle work status, review of invoices, etc.

The Contractor will provide contact information for a primary and secondary contact, as provided on the Contractor form.

The Transit System will call the on a daily basis when vehicles have been delivered for services. The Contractor shall anticipate the calls and be prepared to provide accurate and timely information to the Transit System on vehicle status including but not limited to:

- Vehicle status.
- Which vehicles are ready by vehicle number.
- Which vehicles are being serviced and/or require authorization for repair.
- Which vehicles require warranty service.
- Estimated completion date of vehicles under repair.
- Description of repairs.

The Transit System and Contractor will discuss the following information at a minimum:

- Vehicles coming in for service including estimated cost and arrival time.
- Type of PM Service to be done.
- Significant mechanical problems vehicle is having – as relayed by driver.
- Service work Authorization.

#### b. Billing Requirements

A detailed work order / invoice will be provided when the vehicle is returned. On a **monthly basis**, the Contractor shall prepare and submit a summary invoice with detailed work orders attached. Both of these documents should minimally include:

- Vehicle #, Work Order #, Work Order Date, Work Order Costs, Sales Tax, Tire Fee, Hours, Hours Cost, Total Cost
- Each summary invoice will contain the following statement, a signature of person preparing the invoice and be dated:
- This information is true and accurate to the best of my knowledge and ability.

### 6. Administration

Upon contract award, the Transit System will meet with the Contractor to review procedures for monitoring contract performance. In general, the Contractor shall anticipate that the Transit System will use standard industry rate publications for cost and performance time guidelines, obtain second opinions of service work at random, and schedule on-site visits with shop management to review service performance. Contract renewal meetings shall be held prior to the end of the contract period expiration. At that time, the Transit System will offer a contract extension or may notify the Contractor of its intent not to renew

### 7. Contract Cost Adjustments

The costs, including the Contractor fees, shall be adjusted for the second and subsequent years of the Contract, prior to the end of the previous contract term. During the Annual Meeting, labor rates and costs of doing business will be reviewed. Changes in labor rates will be negotiated. The Consumer Price Index (CPI) and changes in the Minimum Wage Rate will serve as guides in these discussions / negotiations.

## 8. Contract Termination

With a thirty (30) day written notice, the Transit System may terminate this contract in whole or in part, for convenience or because of the failure of the Contractor to fulfill the contract obligations. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Transit System all equipment (property of Transit System), data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

## 9. Mandatory Insurance Requirements

The Contractor shall provide Certificates of Insurance to the Transit System. Any changes in the coverage of these policies must be communicated sixty (60) days prior to the change.

Worker Compensation – Statutory minimum limits: G.S. 97 Workman's Compensation Act requires any employer with employs three or more employees to carry workman's compensation coverage. Employer's liability with a minimum of \$100,000 combined single limit per accident, \$100,000 each employee for bodily injury by disease and \$500,000 policy limit bodily injury by disease.

Garage Keeper's Legal Liability: Minimum limits \$1,000,000 per occurrence

Garage Keeper's Physical Damage: Minimum \$100,000

Automobile Liability: Minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following: owned automobiles, hired automobiles, non-hired automobiles.

## **Section A: Letter of Transmittal**

### **Response Form**

#### **1.1 General**

This section contains the responses to be addressed by Proposers. Proposers shall address the questions in the order presented, identifying the proposal questions by number. Proposals need to be specific, detailed and straight-forward using clear, concise, easily understood language.

Proposals shall be typed or written in a legible fashion.

#### **1.2 Proposal Response**

The answers to the questions in this section will be evaluated and scored to determine Proposers ability to provide quality service at fair and reasonable prices while maintaining high standards of safety and customer satisfaction.

Proposers are encouraged to make any comments and/or to attach any information that may assist the review panel in evaluating their ability to perform this contract.

Each item in the responses shall be addressed and responses shall be numbered and identified by the section to correspond with the RFP questions.

**Section B: Maintenance Response Form (Contractor Information Sheet)**

3/7/2010

**1.3 - CONTRACTOR INFORMATION SHEET**  
**Request for Verification / Notification of Information Changes**

Name of Business  
or Individual:

\_\_\_\_\_  
(List name as will appear on Invoice)

Owner's Name:

\_\_\_\_\_  
(Individuals: names as it appears on Social Security Card  
Sole Proprietorships: Name as it appears on SS Card or EIN Notification as used below  
Partnerships and Corporations: Correct legal name of business)

Primary Contact:

\_\_\_\_\_  
Work Phone #: ( ) \_\_\_\_\_  
Cell Phone #: ( ) \_\_\_\_\_  
Fax #: ( ) \_\_\_\_\_  
Email Address: \_\_\_\_\_  
( ) \_\_\_\_\_

Secondary  
Contact:

\_\_\_\_\_  
Work Phone #: \_\_\_\_\_  
Cell Phone #: ( ) \_\_\_\_\_

Mailing Address:

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

**Number Used To File Federal Income Tax:**

Federal Tax ID: \_\_\_\_\_ - \_\_\_\_\_

Physical Address:

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

**MUST BE CORRECT FOR 1099 PURPOSES**

DUNS # (ARRA) \_\_\_\_\_

Taxing County:  
(if NC)

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

**Business & Individual Characteristics (Complete All):**

Check ALL That Apply:

- Individual\*
- Sole Proprietorship\*
- Federal Government
- State Government
- Local Government
- Partnership \*\*
- Corporation (Check ALL that apply) \*\*
  - Not For Profit
  - Sub-Chapter S
  - Medical / Health

- NCDOT Certified DBE
- Minority-Owned Bus (MBE)
- Women-Owned Business Enterprise (WBE)

Number of Years:

At this location \_\_\_\_\_ yrs  
Under current ownership/management: \_\_\_\_\_ yrs

\* can be either Social Security Number or Federal EIN  
\*\*Partnerships & Corporations must furnish Federal EIN

**This information is true and accurate to the best of my knowledge and ability.**

Typed Name of Person Completing this Form:

Title:

Signature:

Date:

**1.4**

**Shop Description**

Shop Hours (M-F) \_\_\_\_\_

Shop Hours (Saturday) \_\_\_\_\_

Perform Warranty Work?

Yes  No

Describe: \_\_\_\_\_

Number of Lifts \_\_\_\_\_

Lift Capacity (ies) \_\_\_\_\_

Towing Equipment \_\_\_\_\_

Describe \_\_\_\_\_

Number of Bays \_\_\_\_\_

Bay Sizes \_\_\_\_\_

Height \_\_\_\_\_

Length \_\_\_\_\_

Width \_\_\_\_\_

Experience & Certifications

*If Yes, list Certification type(s):* \_\_\_\_\_

Engine Repair

Yes  No

Auto Transmission

Yes  No

Drive Train

Yes  No

Steering & Suspension

Yes  No

Brakes

Yes  No

Electrical System

Yes  No

Heating & A/C

Yes  No

Federal A/C Recovery	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Wheels & Tires	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Hydraulic Lift	<input type="checkbox"/> Yes	<input type="checkbox"/> No
State Inspections	<input type="checkbox"/> Yes	<input type="checkbox"/> No

### 1.5 References

Provide the names and contact information of at least three (3) references that we may contact to help us get to know you as a service provider. These references should help us determine your timeliness, accuracy, cost effectiveness, and customer service.

Reference #1:	Name	_____
	Phone	_____
	Relationship	_____
Reference #2:	Name	_____
	Phone	_____
	Relationship	_____
Reference #3:	Name	_____
	Phone	_____
	Relationship	_____

### 1.6 Pricing

- A. Proposers shall use [Attachment B](#) to enter pricing.
- B. Prompt Pay Discounts:

Prompt pay discount offered \_\_\_\_\_% - \_\_\_\_\_ Days, Net \_\_\_\_\_

**ATTACHMENT B**  
**PRICE PROPOSAL**  
**RFP**  
**Vehicle Maintenance Services**

Maintenance and repair service pricing shall be paid on a cost reimbursement basis. All activities will be priced prior to the start of the work. Completed work orders / invoice will be returned with the vehicle is picked up. All work must be discussed / approved by the Transit System prior to beginning the work.

Each Proposer can submit an offer on all work or just specific work activities by checking yes or no in the appropriate box.

All component warranties will be given to the Transit System. Contractor will assist the Transit System in determining the best fit based on cost and potential warranties.

Description	Price	
Labor Rate Per Hour	Flat Rate	
Wash / Vacuum Labor Rate per Hour	Flat Rate	
Wash/Vacuum Fee	Flat Rate	

**Section C: Certificates of Insurance**

Or information regarding number of employees and workman's compensation coverage requirements

Maintenance Activity	Ability To Perform
Preventive Maintenance Schedule A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Preventive Maintenance Schedule B	<input type="checkbox"/> Yes <input type="checkbox"/> No
Preventive Maintenance Schedule C	<input type="checkbox"/> Yes <input type="checkbox"/> No
Front Brake Overhaul (Both Sides)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Brake Rotor Replacement (One Each)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear Brake Reline (Both Sides)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear Brake Overhaul (Both Sides)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Minor EVAC and Recharge R134 AC System	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alignment	<input type="checkbox"/> Yes <input type="checkbox"/> No
Battery Replacement	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fuel Injection Flush	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alternator	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fuel Pump Module	<input type="checkbox"/> Yes <input type="checkbox"/> No
Window Motors	<input type="checkbox"/> Yes <input type="checkbox"/> No
Shock Absorbers	<input type="checkbox"/> Yes <input type="checkbox"/> No
Transmission / Engine Oil Cooler Lines	<input type="checkbox"/> Yes <input type="checkbox"/> No
Tires	<input type="checkbox"/> Yes <input type="checkbox"/> No
Towing Services	<input type="checkbox"/> Yes <input type="checkbox"/> No
Accident Repair / Body Work	<input type="checkbox"/> Yes <input type="checkbox"/> No

**This information is true and accurate to the best of my knowledge and ability.**

Typed Name of Person Completing this Form: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Section D: Form of Proposal & Acknowledgement of Addenda

I understand that the Transit System reserves the right to reject this proposal, but that 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 180 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.

Name of Company/Firm: \_\_\_\_\_

Name & Title of Authorized Official: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_/\_\_\_/2010

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 page, **Section D**.

## Section E: Required Appendices Submissions

Appendix A	Certification of Compliance with Requirements for the Participation of Disadvantaged Business Enterprises (DBEs) – <b>RS-2 Form</b>
Appendix B	Certification of Primary Participants Regarding Debarment, Suspension, and Other Responsibility Matters
Appendix C	Certification Of Restrictions On Lobbying
Appendix D	Certificate of Compliance with Buy America Requirements ( <b>only submit one, either Appendix D or E</b> )
Appendix E	Certificate of Non-Compliance with Buy America Requirements ( <b>only submit one, either Appendix E or D</b> )

## Appendix A

### For All Procurements Involving Any Services

#### DISADVANTAGED, MINORITY, WOMEN BUSINESS ENTERPRISES (RACE AND GENDER NEUTRAL) PROFESSIONAL SERVICES CONTRACTS ONLY

(9-30-09)

SP1G69

#### Policy

It is the policy of the North Carolina Department of Transportation that 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 firm is encouraged to give every opportunity to allow DBE/MBE/WBE subconsultant participation on all contracts and supplemental agreements.

#### Obligation

In compliance with *Title VI, 23 CFR 200, 230, 635, 117 (d) and (e) and 49 CFR Parts 21 and 26*, the Firm 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 Firm 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 the Department deems necessary.

#### Definitions

*Professional Services* – Services such as, but not limited to, project management, construction engineering and inspection, feasibility studies, planning and environmental studies, preliminary engineering, design and redesign, surveying, mapping, geotechnical investigations, architectural related services, visualization, simulation studies, technical assistance and transportation services studies.

*Department* - North Carolina Department of Transportation

*Disadvantaged Business Enterprise (DBE)* – A firm certified through the federally mandated North Carolina Unified Certification Program administered by the Department.

*Minority-Owned and Women-Owned Business Enterprises (MBE/WBE)* - Firms certified through the state-mandated North Carolina Unified Certification Program administered by the Department.

*Small Professional Services Firm (SPSF)* – Small professional consultant firms who have been certified by the Department. Any business established for profit and meets the

certification standards outlined in 13 CFR Part 121, Sector 54 under the North American Industrial Classification system (NAICS) is eligible for participation in the Department's SPSF program.

*Form RS-2* - Form to be completed showing the participation of all known consultants and subconsultants (SPSFs) who will participate in the performance of the identified work

*Form DBE-IS* – Form required to record payments made to subconsultants, including material suppliers. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS).

*North Carolina Unified Certification Program (UCP)* - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for DBE certification that will be honored by all recipients of US Department of Transportation funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

*Race and Gender-Neutral* – Measure or program in which goals are not consciously set in order to achieve significant participation by historically underutilized groups. In a race and gender-neutral program, other methods are used to achieve participation, such as but not limited to aggressive outreach, targeted advertising and unbundling of work items.

*US Department of Transportation* - United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

## **Participation**

Specific project goals are not established for Professional Services agreements as identified in the scope of work for this contract. The Department encourages the utilization of Small Professional Services Firms (SPSF) subconsultants and/or suppliers on professional services contracts let by NC Department of Transportation.

## **Listing of Subconsultants**

The firm, at the time the Letter of Interest or Proposal is submitted, shall submit a listing of all known small professional services firms that will participate in the performance of the identified work. The participation of each SPSF shall be submitted on a separate Form RS-2. In the event the firm has no SPSF/subconsultant participation, the firm shall indicate this on the Form RS-2 by entering the word 'none' or the number 'zero' and the form shall be signed and submitted with the Letter of Interest or Proposal. Form RS-2 may be accessed on the website at:

<https://apps.Department of Transportation.state.nc.us/quickfind/forms/Default.aspx>

## Directory of Approved Transportation Firms

Real-time information about firms doing business with the Department, and firms that are prequalified and approved through North Carolina's Prequalification Unit, is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as small business professional consulting firms (SPSF) and approved (certified and prequalified) in the Directory will be considered for subconsultant utilization.

## Reporting Participation

When payments are made to subconsultants, including material suppliers, firms at all levels (Firm, subconsultant or subfirm) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the firm 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. Form DBE-IS may be accessed on the website <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>

A responsible fiscal officer of the payee Firm, 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 their signature. This information shall be submitted as part of the requests for payments made to the Department.

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
SUBCONSULTANT  
TO BE USED WITH ANY PROCUREMENT INVOLVING SERVICES  
RACE AND GENDER NEUTRAL**

*Tip No and/or Type of Work (Limited Services)*

*Consultant Firm Name and Federal Tax ID*

*Subconsultant/Firm name and Federal Tax Id*

**Service / Item Description  
Anticipated Utilization**

**Total Utilization:**

**Submitted By:  
Subconsultant:**

**Recommended By:  
Consultant:**

\*By:

\*By:

Title:

Title:

SPSF             Yes    No.  
Status:

## **“SUBCONSULTANT” (FORM RS-2) RACE AND GENDER NEUTRAL**

Instructions for completing the Form RS-2:

1. Complete a Subconsultant Form RS-2 for each Subconsultant firm to be utilized by your firm.
2. Insert TIP Number and /or Type of Work (Limited Services); Project No. from Transit System
3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
4. Complete the Subconsultant/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 Sub Firm
6. Enter Anticipated Utilization – Insert dollar value or percent of work to the Subconsultant/Sub Firm
7. \*Signatures of both Subconsultant and Prime Consultant are required on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete “SPSF Status” section - Subconsultant shall check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

**In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant Form RS-2 form by entering the word “None” or the number “ZERO” and signing the form. THIS FORM SHALL BE INCLUDED WITH THE PROPOSAL.**

**Appendix B: Certification of Primary Participants Regarding Debarment, Suspension, and Other Responsibility Matters**

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

*(To be submitted with all bids/proposals or offers 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 \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

## Appendix C: Certification Of Restrictions On Lobbying

(To be submitted with all bids or offers exceeding \$100,000; 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 \$100,000 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 \_\_\_\_\_

## Appendix D: CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

*(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Appendix E, will not be eligible for award.)*

The bidder/contractor hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

## Appendix E: CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

*(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Appendix D, will not be eligible for award.)*

The bidder/contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

# **Appendix F: FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS for OPERATIONS and MANAGEMENT CONTRACTS**

## **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 March 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 \$100,000 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 APPENDIX C (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract. Since this is a cost reimbursement contract and there is no fixed amount, all Contractors will be required to sign APPENDIX C.***

## 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 \$100,000 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 \$100,000 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

If the Contractor will be providing spare parts with the service agreement, the spare parts must meet 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. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a sixty (60%) percent domestic content. Rolling stock that is not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. **Rolling stock includes:** buses, other vehicles used in transportation, train control equipment, communication equipment, and traction power equipment. The domestic content requirement applies to the components that are used in rolling stock. A component is any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into an end product at the final assembly location. For a component to be of domestic origin, more than 60 percent of that component, by cost, must be of domestic origin, and the manufacture of the component must take place in the United States.

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.

Small purchases (currently less than \$100,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

The following is a list of items that typically would be considered components (spare parts) of a bus/vehicle. This list is not all-inclusive.

Car body shells, engines, transmissions, front axle assemblies, rear axle assemblies, drive shaft assemblies, front suspension assemblies, rear suspension assemblies, air compressor and pneumatic systems, generator/alternator and electrical systems, steering system assemblies, front and rear air brake assemblies, air conditioning compressor assemblies, air conditioning evaporator/condenser assemblies, heating systems, passenger seats, driver's seat assemblies, window assemblies, entrance and exit door assemblies, door control systems, destination sign assemblies, interior lighting assemblies, front and rear end cap assemblies, front and rear bumper assemblies, specialty steel (structural steel tubing, etc.) aluminum extrusions, aluminum, steel or fiberglass exterior panels, and interior trim, flooring, and floor coverings.

Effective July 24, 1995 small purchases (under the \$100,000 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 (Appendix D or E) with all bids where FTA funds are provided.*

**BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. CONTRACTORS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID/OFFER IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID/OFFER; ONLY ONE CERTIFICATION (either D or E) SHALL BE SUBMITTED.** The certification requirement does not apply to lower tier subcontractors. *Since this is a cost reimbursement contract and there is no fixed amount, if the Contractor is providing spare parts, they will be required to sign APPENDIX D OR E (submit only one).*

### 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. 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 to:

**Paper and paper products**, excluding building and construction paper grades.

***Vehicular products:***

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tires.
- (c) Reclaimed engine coolants, excluding coolants used in non-vehicular applications.
- (d) Rebuilt vehicular parts.

***Transportation products:***

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

***Miscellaneous products:***

- (a) Pallets containing recovered wood, plastic, or paperboard.
- (b) Sorbents containing recovered materials for use in oil and solvent clean-ups and as animal bedding.
- (c) Industrial drums containing recovered steel, plastic, or paper.
- (d) Awards and plaques containing recovered glass, wood, paper, or plastic.
- (e) Mats containing recovered rubber and/or plastic.
- (f) (1) Non-road signs containing recovered plastic or aluminum and road signs containing recovered aluminum.  
(2) Sign supports and posts containing recovered plastic or steel.
- (g) Manual-grade strapping containing recovered steel or plastic.
- (h) Bike racks containing recovered steel or plastic.
- (i) Blasting grit containing recovered steel, coal and metal slag, bottom ash, glass, plastic, fused alumina oxide, or walnut shells.

***Park and recreation products:***

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.
- (c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.
- (d) Playground equipment containing recovered plastic, steel, or aluminum.

***Landscaping products:***

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, grass clippings, and/or food waste for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.
- (e) Plastic lumber landscaping timbers and posts containing recovered materials.

***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.

## 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 Government wide 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, such as a subcontract, it enters into.

By signing and submitting its bid or offer, the Contractor 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 Contractor 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 Contractor 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 Contractor further agrees to include a provision requiring such compliance in its subcontract 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 subagreement, 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 APPENDIX B (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract. Since this is a cost reimbursement contract and there is no fixed amount, all Contractors will be required to sign APPENDIX B.***

## 16. Termination or Cancellation of Contract

The Owner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Owner may terminate this contract in whole or in part, for the Owner's convenience or because of the failure of the Contractor to fulfill the contract obligations. 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 equipment (property of Owner), data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

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.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Owner may complete the work by issuing another contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Owner.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner.

## **17. Breach of Contract**

If the Contractor does not deliver the required services or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

The Owner in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from 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 Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the Owner, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Owner shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If it is later determined by the Owner 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.

## **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 therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of 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 hereunder 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 hereunder, 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 or 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, upon execution of the underlying contract or agreement the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor 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, assurance or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement involving a project authorized under 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Contractor 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. 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, 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 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.

## 24. Contract Work Hours and Safety Standards Act (applies to non-transportation services)

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), **the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).**

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied. **Contractors must use prevailing wage rates.**

### Clause Language:

#### **Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## 25. **Transit Employee Protective Agreements**

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.) These provisions are applicable to all contracts and subcontracts at every tier.

### Transit Employee Protective Provisions.

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection of the Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; or Projects for the over-the-road bus accessibility program authorized by section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. Separate requirements for those Projects are set forth in Subsections (b), (c), and (d), respectively, below. *[Amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(b) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority subrecipient participating a Project authorized by 49 U.S.C. § 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions

determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions, if any, are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification, to the extent that certification is required. Any U.S. DOL certification that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(c) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(d) Employee Protective Arrangements for Projects Financed by the Over-the-Road Bus Accessibility Program. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Over-the-Road Bus Accessibility Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

## **26. Federal Motor Carrier Safety Administration**

The Contractor and its subcontractors, lessees or third party Contractors will comply with the applicable provisions of the following promulgated U.S. FMCSA regulations.

### Financial Responsibility.

1. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, the Contractor agrees to comply with U.S. FMCSA regulations, "Minimum Level of Financial Responsibility for Motor Carriers", 49 U.S.C. Part 387, Dealing with economic registration and insurance requirements.

a) The amount of insurance required of Federal assistance recipients (5307, 5310 and 5311) is reduced to the highest amount of any state in which the transit provider operates.

2. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, and the grant recipient is not a unit of government (defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Contractor agrees to comply with U.S. FMCSA regulations, Subpart B, "Federal Motor Carrier Safety Regulation", at 49 CFR Parts 390 through 396.

### Driver Qualifications.

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties", 49 CFR Part 383.

### *Substance Abuse Rules for Motor Carriers*

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements" 49 CFR Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross vehicle weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

## **27. 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*)

## **28. Charter Service**

The Charter Bus requirements apply to all Operational Service Contracts. The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service Contractors.

The Contractor agrees that no project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Grant Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project and part of this procurement. The following FTA's Charter Service regulations, apply: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party Contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, subrecipient, lessee, third party Contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to those regulations. [*Amendments to FTA regulations, "Charter Service," 49 C.F.R. Part 604, were published at 73 Fed. Reg. 2325 et seq., January 14, 2008, and amended at 73 Fed. Reg. 44927 et seq., August 1, 2008, and at 73 Fed. Reg. 46554 et seq., August 11 2008.*]

## **29. School Bus Operations**

The School Bus requirements apply to all Operational Service Contracts. The School Bus requirements flow down from FTA recipients and subrecipients to first tier service Contractors.

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

**30. Drug and Alcohol Testing**  
**(Applicable for Contractors in areas with populations of 200,000 or more)**

The Contractor agrees to comply with the FTA Drug and Alcohol Regulation, 49 CFR 655, revised October 1, 2005, that implemented 49 U.S.C. § 5331, and any subsequent revisions or amendments thereto, in establishing and implementing a drug use and alcohol misuse testing program. This program is to be strictly applied to all safety sensitive employees of the Contractor for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. This program takes effect immediately upon the execution of the contract.

**31. State and Local Disclaimer**

The Owner does not warrant or make any representation as to the accuracy or completeness of the information, text, graphics, links and other items contained in this document or on this server or any other server. Such materials have been compiled from a variety of sources and are subject to change without notice from the State and FTA.

**32. Geographic Preference**

Procurements shall be conducted in a manner that prohibits the use of statutorily, administratively imposed in-State, or local geographical preferences in evaluation or award of bids or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

**33. 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.

**34. Hold Harmless**

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Owner of this 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.

**35. 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.

**36. Exclusionary or Discriminatory Specifications or Requirements**

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 any sub-contracts that use exclusionary or discriminatory specifications or requirements.

**37. 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."

## Appendix G: ARRA (updated 11/12/09)

### ARRA CONTRACT PROVISIONS AND REPORTING REQUIREMENT CERTIFICATION

By submission of a proposal or bid, the Contractor agrees to comply with the following provisions. Failure to comply with any or all of the provisions herein may be cause for the contracting agency to issue a cancellation notice to a Contractor.

The Contractor is hereby notified that this project will be financed with *American Recovery and Reinvestment Act of 2009 (ARRA)* Funds. The Contractor shall assure that all subcontracts, and other contracts for services for an ARRA funded project shall also have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the Department shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created and/or jobs retained by this contract from the Contractor's own workforce and any subcontractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

- (1) **INTEGRITY:** The Contractor agrees that all data submitted to NC Department of Transportation, FTA in compliance with the Recovery Act requirements will be accurate, objective, and of the highest integrity.

#### Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the Contractor shall post with the local Employment Security Commission Office, all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semi-skilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI. The NC ESC Homepage can be found at [www.ncesc.com](http://www.ncesc.com).

#### Required Contract Provision to Implement ARRA Section 902

*Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009* requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) to examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

## **Authority of the Inspector General**

*Section 1515(a) of the ARRA* provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. *Section 1515(b)* further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

## **Office of State Budget and Management Access to Records**

OERI requires that the Contractor and Subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

## **Buy America Provision**

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects must be manufactured in the United States. The Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies.

## **Wage Rate Provision (applies to all construction, alteration or repair projects)**

Section 1606 of the ARRA requires that all laborers and mechanics employed by Contractors and Subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The Contractor agrees that be the submission of a proposal/bid in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act. This applies to all construction contracts that exceed \$2,000.

## **Availability and Use of Funds**

Contractors understand and acknowledge that any all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, Contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

## **Outsourcing outside the USA without Specific Prior Approval Provision**

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

## **Federal, State and Local Tax Obligations**

By submission of a proposal, Contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

## **Anti-Discrimination and Equal Opportunity**

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

## Reports of Fraud or Waste

Contractors must report to the Inspector General any suspected incidence of waste, fraud and abuse related to ARRA funds, and should notify FTA regional offices of any problems encountered as they occur.

## Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Contractors or Agencies cannot discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, made to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency or their representative, information that the employee reasonably believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds\*.

\*covered funds: "any contract, grant, or other payment received by any non-federal employer if a) the Federal Government provides any portion of the money or property that is provided, requested or demanded; and b) at least some of the funds are appropriated or otherwise made available by this Act" 1553 (g)(2).

Contractor agrees to post notice of the rights and remedies as required by the ARRA.

## Emblems

The Contractor agrees to use signs and materials that display both the American Recovery and Reinvestment Act (Recovery Act) emblem and the Transportation Investment Generating Economic Recovery (TIGER) program emblem to identify its Project(s) financed with Recovery Act funds as directed by NC Department of Transportation. This provision is to be included in any subagreements, leases, third party contracts, or other similar documents used in connection with its Recovery Act Project(s).

## CONTRACTOR RESPONSIBILITIES AND REPORTING REQUIREMENTS UNDER ARRA

Contractors are required to complete projects or activities which are funded under the ARRA and to report on use of the funds provided through this award as directed. Information from these reports will be made available to the public.

Contractors are not responsible for reporting ARRA requirements directly to FTA. The Contractors responsibilities for reporting are as follows:

## ARRA Section 1512

- Obtaining a D-U-N-S number or the Contractor may use their name and zip code of their Headquarters.
- Expenditure amount (amount of payment)
- Expenditure description (what was exchanged for the payment)
- A brief description of the types of jobs created and jobs retained. “Jobs or positions created” mean those new positions created and filled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding. “Jobs or positions retained” mean those previously existing filled positions that are retained as a result of Recovery Act funding.
- An estimate of the number of jobs created and jobs retained. At a minimum, this estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects. The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule.
- A job cannot be reported as both created and retained.
- This information must be reported on a quarterly basis, due to the Prime Recipient within 3 days after the end of the quarter.

## ARRA Section 1201 (c)

- This data will be required **monthly until September 2012 or until the contract is complete** and reported to the Prime Recipient within 3 days after the end of the month.
- Contractors will need to report the number of direct on-site job hours associated with the ARRA funds awarded as of the end of the reporting period.
  - Contractors will not be expected to estimate employment data other than the direct on-site jobs (for example, construction workers building a maintenance facility, or transit agency workers doing preventive maintenance). Department of Transportation economists will compute the number of indirect jobs (for example at bus manufacturing plants) or induced jobs (for example, jobs at suppliers or in unrelated industries as a result of the money flowing through the economy.)
- Contractors and consultants will need to provide the required information for their own workforce as well as the workforce of all subcontractors that were active on their ARRA funded project(s) for the reporting month. **These reports are required monthly until the contract is completed or September 2012 whichever occurs first.**

The Contractor hereby agrees to comply with the Contract Provisions and Reporting Requirements as indicated in the American Recovery and Reinvestment Act of 2009 and any amendments thereto. The Contractor also agrees to comply with any additional reporting requirements that may be requested by NC Department of Transportation, FTA, U. S. Department of Transportation, the Inspector General (IG), the Government Accountability Office (GAO), or other entities, for example Congressional committees or individual members of Congress. The Contractor hereby agrees to inspections or audits that may occur at any time from the any of the above referenced federal or state agencies. Contractors are requested to provide a copy of any such reports to NC Department of Transportation on any responses to such requests for information or as a result of an inspection or audit.

By the submission of this proposal or bid, the Contractor hereby certifies and affirms to the truthfulness and accuracy of each of the above statements of this certification.

## Attachment H:

### Attachment H Schedule A Checklist

#### Lenoir County Transit

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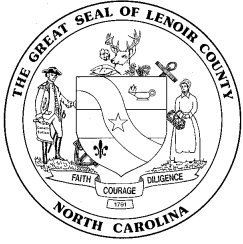


201 E. King Street  
P.O. Box 3289  
Kinston, NC 28502

Phone: (252)-559-6457  
Fax: (252)-559-6458

### Preventative Maintenance Checklist Schedule A

- \_\_\_ 1 Wash vehicle interior, including windows
- \_\_\_ 2 Clean vehicle interior, including windows
- \_\_\_ 3 Inspect interior for damages to seats, floor coverings, etc.
- \_\_\_ 4. Wash vehicle exterior, including windows
- \_\_\_ 5. Wash vehicle tires



**Attachment H**  
**Schedule B Checklist**

**Lenoir County Transit**

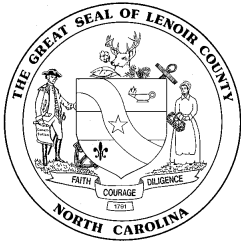
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201 E. King St.  
P.O. Box 3289  
Kinston, NC 28502

Phone: (252) 559-6457  
Fax: (252) 559-6458

**Preventative Maintenance Checklist**  
**Schedule B**

- 1 Lights and signals
- 2 Horn
- 3 Parking Brake
- 4 Transmission fluid level
- 5 Wiper operation and blades
- 6 Steering
- 7 Coolant system
- 8 Battery, water level, cables, terminals
- 9 Engine mounts
- 10 Belts condition and tension
- 11 PCV valve
- 12 Fuel system
- 13 Brake system, operation, fluid level, linings, etc.
- 14 Tire pressures and condition
- 15 Differential
- 16 Driveline
- 17 Exhaust system
- 18 Suspension system
- 19 Frame



**Attachment H**  
**Schedule C Checklist**

**Lenoir County Transit**

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201 E. King St.  
P.O. Box 3289  
Kinston, NC 28502

Phone: (252) 559-6457  
Fax: (252) 559-6458

**Preventative Maintenance Checklist**

**Wheelchair  
Schedule C**

- |                            |   |   |
|----------------------------|---|---|
| <input type="checkbox"/> 1 | Inspect cotter pins on platform fold axles (2)  | Replace if needed   |
| <input type="checkbox"/> 2 | Inspect gas spring mounting hardware  | Tighten or replace if needed  |
| <input type="checkbox"/> 3 | Inspect roll stop for proper operation. Roll Stop must snap to vertical (UP) position.      | Replace defective parts<br>And/or relubricate.  |
| <input type="checkbox"/> 4 | Inspect platform locking channels<br>Mounting hardware for securement<br>(8 carriage bolts) | Resecure or replace   |
| <input type="checkbox"/> 5 | Inspect handrail(s) for proper operation  | Replace defective parts<br>And/or relubricate   |
| <input type="checkbox"/> 6 | Hydraulic Fluid (Pump) – check level  | Use Type A transmission<br>Fluid (* See Systems<br>Description for specifications<br>Check fluid level with<br>platform lowered fully. Fill<br>the reservoir to within 1/2”<br>from the top of the reservoir<br>(breather cap hole) |
| <input type="checkbox"/> 7 | Manual Back-up Pump (option)<br>Check for proper operation.                                 | Release valve must be tight.<br>Tighten or replace leaky or<br>Faulty hydraulic fittings.<br>Check hydraulic fluid level.<br>(*See Systems Descriptions<br>for Priming and Flushing<br>Procedures).                                 |

- |        |  |  |
|--------|--|--|
| ___ 8  | Chain Adjustment: Must have equal Tension and proper platform height                                     | Adjust if needed. *See Roller Chain Assemblies In Systems Descriptions   |
| ___ 9  | Remove header cover and inspect:   |  |
| ___ 10 | Cylinder clevis lock nut and cylinder needed.  | Tighten or replace if mounting hardware<br>Note: Clevis locknut must be replaced if loosened or removed.                       |
| ___ 11 | * Hydraulic hoses, fitting and connections for wear, leaks or other damage                               | Resecure, replace or correct as needed.  |
| ___ 12 | * Chains, chain blots, UHMW rollers, axles and mounting hardware for wear, Misalignment or other damage. | Resecure, realign, replace or correct as needed.   |
| ___ 13 | Inspect power cable.   | Resecure, repair or replace.   |
| ___ 14 | Make sure lift operates smoothly.  | Realign horseshoe tubes,<br>Apply *Light Grease or<br>Otherwise correct as needed.   |
| ___ 15 | Mounting   | Check to see that the lift is Securely anchored to the Vehicle and there are no Loose bolts, broken welds Or stress fractures. |
| ___ 16 | Decals   | Replace if worn, missing or Illegible.   |
| ___ 17 | Sun Grip   |  |