NEW HANOVER COUNTY

REQUEST FOR PROPOSALS

NON-EMERGENCY TRANSPORTATION SERVICES

DEPARTMENT OF SOCIAL SERVICES & SENIOR RESOURCE CENTER

COUNTY COMMISSIONERS

JONATHAN BARFIELD JR., CHAIRMAN
JULIA OLSON-BOESEMAN, VICE-CHAIRMAN
WOODY WHITE
PATRICIA KUSEK
ROB ZAPPLE

CHRIS Coudriet, COUNTY MANAGER
NEW HANOVER COUNTY

REQUEST FOR PROPOSALS

NON-EMERGENCY TRANSPORTATION SERVICES

DEPARTMENT OF SOCIAL SERVICES & SENIOR RESOURCE CENTER

Sealed proposals addressed to Lena L. Butler, Purchasing Supervisor, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “NON-EMERGENCY TRANSPORTATION SERVICES” will be accepted until 5:00 P.M. EST, Friday, May 17, 2019.

A pre-proposal meeting will be held Monday, April 29, 2019 from 9:00 – 10:30 AM EST at New Hanover Finance Office, 230 Government Center Drive, Suite 165, Wilmington, NC, 28403, Finance Conference Room 500.

All Service Providers who desire to submit their proposal for consideration for this service are invited to attend; however, attendance is not required in order to submit a proposal.

Instructions for submitting proposals and complete requirements and information may be obtained by visiting the County’s website at http://www.nhcgov.com/business-nhc/bids or at the State of North Carolina Interactive Purchasing System site.

New Hanover reserves the right to accept or reject any or all proposals and to make the award which will be most advantageous to the County.

Lena L. Butler, Purchasing Supervisor
New Hanover
(910) 798-7190

Published: Monday, April 22, 2019
Section 2  Information, Requirements and Conditions

This serves as an official notice that New Hanover, through its Department of Social Services and Senior Resource Center (NEW HANOVER COUNTY), is soliciting and will receive proposals for Non-Emergency Transportation Services as outlined in the following specifications. This Request for Proposals (RFP) process is the means by which New Hanover County will determine which Service Providers are most qualified to meet the Non-Emergency Transportation needs of Department of Social Services and Senior Resource Center passengers. The proposal must include all requirements, as defined below.

Schedule

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
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<tbody>
<tr>
<td>April 22, 2019</td>
<td>Issuance of RFP</td>
</tr>
<tr>
<td>April 29, 2019</td>
<td><strong>Pre-proposal meeting</strong> will be held from 9:00 – 10:30 AM. All interested Service Providers should attend.</td>
</tr>
<tr>
<td>May 7, 2019</td>
<td>Questions are due by 5:00 PM.</td>
</tr>
<tr>
<td>May 10, 2019</td>
<td>Response to Questions Issued</td>
</tr>
<tr>
<td>May 17, 2019</td>
<td><strong>Proposal Submission.</strong> Complete proposals are due by 5:00 PM as described.</td>
</tr>
<tr>
<td>May 20-27, 2019</td>
<td><strong>Evaluation.</strong> During this period, the Evaluation Committee will conduct a full detailed evaluation of Proposals and References.</td>
</tr>
<tr>
<td>July 1, 2019</td>
<td><strong>Contract starts.</strong> Service Begins</td>
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</table>

Questions
Any inquiries, requests for interpretation, clarification, or additional information shall be directed to Lena Butler, Purchasing Supervisor by emailing lbutler@nhcgov.com. All questions and responses will be provided by issuance of an Addendum and posted online at http://www.nhcgov.com/business-nhc/bids and at the State of North Carolina Interactive Purchasing System site. All questions shall be received no later than 5:00 P.M., EST, May 7, 2019.

Pre-proposal Meeting
A pre-proposal meeting will be held **April 29, 2019 from 9:00-10:30 AM EST** at New Hanover Finance Department, 230 Government Center Drive, Suite 165, Wilmington, NC, 28403, Finance Conference Room 500. All Service Providers who desire to submit their proposal for consideration for this service are invited to attend; however, attendance is not required in order to submit a proposal.
Submittal Process
Proposals must be received no later than May 17, 2019 at 5:00 PM EST. Proposals may be hand delivered or mailed to the attention of Lena Butler, Purchasing Supervisor, 230 Government Center Drive, Suite 165, Wilmington, NC 28403. Faxed or late proposals will not be accepted.

Interested Service Providers must submit all required information as requested below, responding to each section and corresponding letter and numeral in order:

1. One (1) original signed proposal.
2. Four (4) copies of the proposal.
3. One (1) USB drive containing proposal

Selection Process
County may, in its discretion, require one or more Service Providers to make presentations to the evaluation team or appear before Management and/or its representatives for an interview. During such interview, the Service Provider may be required to orally and otherwise present its proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Service Providers will be notified in advance of the time and format of such meetings. Since New Hanover may choose to award a contract without engaging in discussions or negotiations, the Proposals submitted shall define the Service Provider’s best offer for performing the Services described in this RFP.

The commencement of such discussions, however, does not signify a commitment by the County to execute a contract or to continue discussions. The County can terminate discussions at any time and for any reason.

The County will have a period up to sixty (60) days, unless otherwise stated, to decide which proposal best meets the criteria outlined in the Request for Proposals. The County reserves the right to award contracts to one or multiple companies.

New Hanover County reserves the right to waive any minor informalities or irregularities, which do not go to the heart of the proposal or prejudice other offers, or to reject, for good and compelling reasons, any and all proposals submitted. Conditional proposals, or those which take exception to the Request for Proposals, will be considered non-responsive and will be rejected. All addenda to this information package will be posted online at http://www.nhcgov.com/business-nhc/bids or at the State of North Carolina Interactive Purchasing System site.

Should a Service Provider find discrepancies or omissions in this RFP or any other documents provided by New Hanover County, the Service Provider should immediately notify the County of such potential discrepancy in writing via email as noted above, and a written addendum will be made available, via the Internet, if the County determines clarification necessary.

Service Providers are encouraged to make a good faith effort to include environmental considerations supporting waste reduction, recycling and buy-recycled products supporting markets for recycled and other environmentally preferable products whenever practical. New Hanover has an equal opportunity purchasing policy.

The County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. The County affirmatively works to encourage utilization of minority business enterprise in our procurement activities and provides equal opportunity for all businesses and does not discriminate against any Service Provider regardless of race, color, religion, age, sex, and national origin or disability.
The Service Provider shall comply with the County's purchasing policy. New Hanover reserves the right to reject any and/or all proposals in connection with this project, and to waive formalities in a proposal.

Federal Requirements and Special Conditions for Operations and Management Contracts will be followed by grants provided under programs of the Federal Transit Act.


Final award of contract is contingent upon availability of funds from Federal, State and/or local governing bodies.
Section 3  Description of Requested Services

A. Scope

Service Provider will provide Non-Emergency Transportation Services to Medicaid approved adults, children, seniors (60 and older), veterans, and persons with disabilities. DSS and Senior Resource Center will determine eligibility for those passengers needing transportation. These services will be accomplished by working in close relationship with DSS and Senior Resource Center and any other Federal, State and/or local governing agencies providing funding and other resources for this service.

Non-Emergency Transportation Services are provided on a demand response and standing order basis. Most of all trips are provided within New Hanover. On occasion, trips for DSS eligible passengers are provided for appointments outside New Hanover County. DSS and Senior Resource Center coordinates all non-emergency transportation services for eligible passengers. Services are provided 24 hours per day/7 days per week, 364 days per year.

Passengers are assessed, approved and assigned to use the least costly and appropriate mode of transportation. The County provides no guarantee of any number of trips.

Proposals must comply with the Federal requirements found in 49 CFR Parts 27 and 609 (Non-discrimination on the Basis of Handicap in Federally Assisted Programs) and 49 CFR Parts 27, 37 and 38 (Transportation for Individuals with Disabilities). Failure to comply may result in criminal or civil sanctions and fines.

Services Provider can bid on both DSS and Senior Resource Center non-emergency transportation services or select one. It is important to note that DSS non-emergency requires the provider to establish a NC Tracks account following a contact award.

Please check the non-emergency services you are bidding

☐ Both DSS and Senior Resource Center

☐ DSS ONLY (requires NC Tracks)

☐ Senior Resource Center (SRC) ONLY

(the SRC only approves non-emergency medical and general trips within New Hanover County and does not require use of NC Tracks)

B. Term of Contract

For purposes of this RFP and the Service Provider’s Proposal, 2 separate contracts will be issued (DSS and SRC) and both contracts will assume an initial term of one (1) year, with the County having an option to renew for four (4) additional consecutive one (1) year terms thereafter unless earlier termination pursuant to the terms and conditions of the contract. Service Provider shall be available and ready to commence services immediately upon contract execution.
Section 4 Proposal Format and Provider Response

Address each section providing as much detail as possible. Provide documents, manuals, procedures, processes applicable to each section.

Responses to this RFP must correlate with the alphanumeric characters in order. List the letter, numeral, brief numeral descriptor and the response. Provide all type written responses in size 12 font. Each item in the RFP must be addressed in the proposal.

A. Letter of Transmittal
The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider.

1. The letter shall present the Service Provider's understanding of the RFP.

2. Provide the name, email, physical and mailing address, telephone and facsimile numbers for the Service Provider and Executive that has authority to contract.

3. Each Service Provider shall make the following representations and warranty in the letter, the falsity of which will result in rejection of its proposal:
   a. “The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to New Hanover County, are true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead New Hanover County as to any material facts.”

B. Minimum Requirements

1. Service Provider shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all Federal, State, and local governments in which work under any resulting contract is performed. These minimum requirements must be met prior to award of contract if your company is selected.

2. The following requirements must be met and documents are to be included with the proposal, before your company’s qualifications will be considered:
   a. Evidence of Adequate Insurance, a Certificate of Insurance or letter from your insurance carrier:

   **Insurance Requirements for Taxi Transportation Services**

<table>
<thead>
<tr>
<th>Insurance Description</th>
<th>Minimum Limits of Insurance Required</th>
<th><strong>Subject to change depending on size/location/description of work</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability**</td>
<td>$1mil Ea. Occurrence; $1mil Products/Completed Operations; General Aggregate Limit shall apply separately to this project/location or the general aggregate limit shall be twice the required limit.</td>
<td></td>
</tr>
<tr>
<td>Business Auto Liability</td>
<td>$100,000 Bodily Injury (Per Person); $300,000 Bodily Injury (Per Accident); $50,000 Property Damage (Per Accident; Any Auto including Hired &amp; Non-owned Liability; $2K Medical Payments Coverage</td>
<td></td>
</tr>
<tr>
<td>Worker’s Compensation Employer’s Liability</td>
<td>Statutory Limits</td>
<td>This policy must include a Waiver of Subrogation.</td>
</tr>
<tr>
<td>Additional Insured CG 20 26</td>
<td>**New Hanover County (not the department), its officers, officials, agents and employees</td>
<td></td>
</tr>
</tbody>
</table>
Insurance Requirements for Medical, General and Work First Transportation Services (Seating Capacity less than 15 Passenger

The requirements listed below are the **GENERALLY ACCEPTED** insurance requirements for this class of business.

<table>
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</tr>
</tbody>
</table>

b. Secretary of State Certificate of Authority if Service Provider out of state.
c. Articles of Incorporation, if applicable.
d. Passenger Vehicle for Hire Company Operating Permit
e. For any proposal to be considered responsive, provide an affidavit attesting that the company is in compliance with the E-Verify provisions of Article 2 of Chapter 64 of the North Carolina General Statutes and shall ensure that any subcontractors used by Service Provider on this County Project will also comply with the E-Verify provisions. Complete and submit the [E-Verify](#) form.
f. Complete and submit the Certification Regarding Drug Free and Non-Discrimination Workplace form.
g. Complete and submit the [Overdue Tax Letter](#) form.
h. Complete and submit the Certification Regarding Lobbying form.
i. Complete and submit the Certification Regarding Debarment form.
j. Complete and submit the State Certifications form.
k. Complete and submit the Non-Discrimination, Clear Air Act, Clean Water Act form.
l. Audited Financial Statement is required for the last period audited. Service Providers with total revenue, from all sources, of **more than one hundred thousand dollars ($100,000)** in annual funding are **REQUIRED** to submit an annual Audited Financial Statement (AFS) prepared by a Certified Public Accountant. The AFS must include the following:
   i) Balance Sheet, Statement of Financial Position or Statement of Assets, Liabilities and Owner’s Equity
   ii) Statement of Income or Statement of Revenues and Expenses.
   iii) Statement of Cash Flows.
   iv) iv) Independent Auditors’ Opinion.
   v) Notes to Financial Statements and Supplement Information.
   vi) The Notes to the Financial Statements are required as they provide additional detail and further explanation of the financial statements.
   vii) The AFS may also include additional information such as management discussion, analysis, schedules, and/or exhibits that provide further detail on line items included in the basic financial statements.
m. Audited Financial Statement is required for the last period audited. Service Providers with total revenue, from all sources, of less than one hundred thousand dollars ($100,000) in annual funding are REQUIRED to submit at a minimum an Annual Financial Compilation prepared by a Certified Public Accountant. An AFC refers to financial statements that include the following:
   ii) Statement of Income or Statement of Revenues and Expenses.
   iii) Statement of Cash Flows.

C. Financial Information
Credit ratings and credit reports (bank and vendor references will be used to evaluate the credit worthiness of each company).
1. Provide three bank and/or vendor references; include contact name, email and mailing address and contact telephone number.
2. Indicate whether or not your company (and/or predecessor, guarantor or subcontractor) has declared bankruptcy within the last five (5) years.
3. Description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the financial position or ability to provide Services to the County. This information will be reviewed and assessed in accordance with the information provided.
4. All credit reports, credit bulletins, and any other published statements by the most recognized agencies (Standard & Poor’s Rating Group, Moody, Investor Services, Dun & Bradstreet, and Value Line) that have been issued or published about the entity within the past five (5) years.
5. Describe any organizational changes such as divestitures, acquisitions, or spin-offs business segments that have occurred in the last two (2) years or that are anticipated in the future.
6. Provide the latest Audited Financial Statement see B Above- Minimum Requirements.

D. Company Information
This section should highlight aspects of this proposal which make it superior or unique in addressing the needs of New Hanover County.
1. Submit an executive summary, outlining the proposal including the proposed general management philosophy.
2. Legal name of the company if doing business under some name other than that by which the company is commonly recognized and years in business.
3. Origin, state of incorporation, background, and current size.
4. Ownership structure of your company, including any significant or controlling equity holders.
5. Summary of the approach to be undertaken to perform Non-Emergency Transportation Services.
6. Detail information regarding the business segments of your company, showing the reporting structures within these segments and among these segments and the overall company.
7. Organizational changes such as divestitures, acquisitions, or spin-offs business segments that have occurred in the latest two (2) years or are anticipated in the future.
8. Central operations physical address, office location.

E. Background and Experience
1. Company’s experience providing transportation services to persons with special needs.
2. Communications scheme that your company will use to keep the County informed about the Project.
3. Company name, contact name, email and mailing address, and contact telephone number for three (3) customers of comparable size and scope of service that your Company has been under contract with providing this service.

4. Comprehensive listing of prior and/or existing similar contracts you have had within last three (3) years.

5. Any risks associated with this contract and what contingencies have been built in to mitigate those risks. Include any plan for managing the risk of terrorism.

6. List the steps your company will take to ensure that the transition/implementation for the Project runs smoothly.

F. **Staffing/Organization**

1. Management organization chart of your overall company, showing director, officer positions and names and the reporting structure.

2. Provide a point of contact to communicate with the County regarding passenger transportation needs or complaints. Staffing and experience of the proposed project team, list responsibilities of the project team.

3. Job descriptions of all individuals who will be assigned to work with this project. Job descriptions should be specific to the project.

4. Criteria for recruiting, hiring and evaluating dispatch staff and drivers. Provide minimum qualifications, experience, and background checks required for each position used in the organization chart.

5. Approach to total quality management and total quality plan. Continuous improvement program and how your current customers benefit from your service improvements.

6. Experiences in adapting to changing technologies. Explain how your company ensures that personnel performing technical support services are qualified and proficient.

7. Approach, policies, and experience with respect to deployment of your personnel. Has your company been the subject of a dispute or strike by organized labor within the latest five (5) years? Describe the circumstances and the resolution of the dispute.

8. Quality assurance procedures, expectations and measurements.

G. **Customer Service**

1. Customer service philosophy and how it is communicated and reinforced throughout the company.

2. Handling Customer Complaints

3. Minimum standards on the following types of complaints:
   a. Late drop off
   b. Late pick up
   c. Ride time
   d. Driver no-show

H. **Employee Training**

1. Required trainings. Description of training provided, dates, and evaluation tools used. Provide samples of materials used. Include trainings required and provided to any subcontractors.

2. Safety and security program, including accident and incident reporting. Provide data regarding accident frequency rates.

3. Anti-drug and alcohol misuse prevention and testing requirements.

4. Customer service training for all staff and drivers.

5. Wheelchair securement training.
I. **Operations**

1. Central Operations Site physical address.
2. Mobile Communications System listing equipment and procedures. What is the process from dispatcher to driver? What are after hour call procedures?
3. Current computer hardware and software (processors, internet connections, etc.)
4. Type of transportation services you can/will provide: ambulatory, non-ambulatory or both.
5. Geographic market currently served.
6. Quality assurance procedures, expectations and measurements. Submit data pertaining to on-time performance, customer complaints per passengers transported, miles between mechanical failures, accidents per miles driven.
7. Communication between the dispatcher and driver.
8. After hour call procedures.
9. System Safety Program Plan (SSPP) addressing the following six (6) core elements:
   a. Driver/Employee Section
   b. Driver/Employee Training
   c. Safety Data Acquisition Analysis
   d. Drug, Alcohol and Abuse Program
   e. Vehicle Maintenance
   f. Security
   g. Blood Borne Pathogens Exposure and Control Plan

The SSP must align with the [NCDOT Standard Operation Procedure SSPP-001](#) and the State Management Plan.

J. **Fleet**

1. Proposed fleet vehicles, including back-up vehicles. (Year, Manufacturer, Model, etc.)
2. Vehicle ownership, lease
3. Vehicles meeting ADA requirements of accessibility
4. Vehicle seating capacity, each type
5. Restraints and safety equipment available
6. Paint and identification or decal scheme
7. Mobile data units for each vehicle. If no mobile data units, identify if your company is willing to incur the cost for purchase/installation.

K. **Preventive Maintenance**

1. Overall maintenance program for vehicles and equipment
2. Provide copies of forms used for maintaining vehicles
3. Vehicle cleaning standards
Section 5  Service Provider Responsibilities/Requirements

A. Qualifications
In order to respond to this RFP, Service Provider must have a minimum of three (3) years successful history of providing transportation services as defined in this RFP.

B. Vehicles/Fleet
Furnish vehicles to ensure efficient and adequate service to New Hanover County passengers. Vehicles shall be compliant with specification in the Americans with Disabilities Act of 1990. All vehicles, labor, materials, supplies and equipment used in the transport of New Hanover County passengers must:

1. Comply with all applicable Federal, State and Local safety and mechanical standards/requirements which includes but is not limited to the Federal Transit Administration (FTA) and North Carolina Division of Transportation (NCDOT) regulations and policies.
2. Meet all City of Wilmington ordinances. Vehicles and Drivers must have a current permit at all times. Vehicle fleet age is not to exceed requirements.
3. Be equipped with a functioning two-way radio or other equipment capable of providing communication between the Service Provider’s base radios and dispatch station and the vehicle at any and all times and from any locations within the service area.
4. Be clean, sanitary, and in safe operating conditions. Vehicle heating/air conditioner and seat belts must be operable at all times. Vehicles with inoperable heating/air conditioner or seat belts are not allowed to be used in service to transport New Hanover County passengers.
5. ONLY those vehicles scheduled and approved by New Hanover County will be used. Vehicle schedule must be maintained and kept current at all times. Any change in schedules must be approved by DSS and Senior Resource Center prior to the change occurring.
6. Contingency plan for vehicle breakdown must be in place to transport New Hanover County passengers in the event of a service disruption. Contingency plan may not include rental or leased vehicles as they are prohibited and may not be used to transport any New Hanover County passengers.
7. New Hanover County reserves the right to inspect Service Provider vehicles at any time and require removal of any given vehicle from service when deemed necessary because of maintenance or safety concerns.

C. Employees - Drivers/Subcontractors
Service Provider must be wholly responsible to ensure that the Drivers comply with all of the terms and conditions of the Contract. Service Provider must ensure that each Driver:

1. Employed or subcontracted must be at least 18 years of and have a valid appropriate North Carolina driver’s license and a safe driving record with no DUI/DWI’s in the past ten years. Employed or subcontracted must not have more than two chargeable accidents or moving violations in the past three years and must not have a driver’s license suspension or revocation within in the past years. All Drivers must have a satisfactory criminal background check. No driver with a history of violent behavior or sexual offenses will be allowed to transport New Hanover County passengers. Service Provider must submit schedule list of drivers to be used in the performance of the contract along with copy of each driver’s permit, driver’s license, and driver’s driving records for three years prior to the date of response of this request for proposal. List of drivers must be maintained and kept current at all times. Any change in the drivers must be approved by DSS and Senior Resource Center prior to the change occurring.
2. Clean in appearance, clothing has visible driver and company name/logo identification. Polite and courteous to passengers. Smoking is not allowed inside the vehicles at any time.

3. Use the highest degree of care in the operation of equipment and when assisting passengers entering and existing the vehicle.

4. Establish and implement anti-drug and alcohol misuse prevention program in accordance with the Federal Transit Administration Regulation 49CFR Part 655 and 40. Maintain and keep current Drug and Alcohol Training as well as any other training as required by New Hanover County.

5. Certify that the employee training conducted meets the requirements of 49CFR Part 655 and 40. Records of the drug and alcohol-testing program shall be made available to New Hanover County, Federal Transportation Administration, North Carolina Division of Transportation (NCDOT), and their representatives. Service Provider will be responsible for all costs for drug and alcohol testing.

6. All drivers will be randomly tested for both drugs (10 panel test) and alcohol a minimum of one (1) time per year (a twelve-month period). Service Providers will be responsible for all costs.

7. In the event of an accident or allegation of driving while under the influence of an illegal substance, the driver must submit to a post-accident 10-panel drug and alcohol test at an approved facility within two (2) hours of the accident.

8. Documentation is required indicating that all new drivers have been tested and that current drivers have been randomly tested. In addition, current drug testing records must be available for audit review by New Hanover County.

9. NHC SRC will conduct subcontractor monitoring at a minimum annually on service providers per Division of Aging and Adult Services guidelines. https://www.ncdhhs.gov/documents/daas-subcontractor-performance-evaluation-tools

D. Non-Emergency Transportation Service

1. The maximum one-way ride time for any passenger shall not exceed sixty (60) minutes from the time the passenger boards or enters the vehicle except as required due to distance for Out of County travel. In the event of tie-ups or other unavoidable delays, DSS and/or Senior Resource Center must be contacted.

2. Properly utilize his/her seat belt while driving/riding. Must comply with child safety provisions as noted in (NC Child Passenger Safety Law - G.S. 20-137.1). The number of passengers in a vehicle shall not exceed the number of seat belts in the vehicle.

3. Passenger must meet appointment times. Arrival times must be within scheduled appointment times and pick up for outbound trip will not exceed 45 minutes of the call requesting the outbound trip.

4. Service Provider is responsible for any doctor office late charges that the passenger occurs due to a trip arriving after the passenger’s scheduled appointment time.

5. With the exception of training other drivers, no other fares are allowed while transporting New Hanover County passengers.

6. Allow approved attendants to ride with and assist authorized passengers at no charge to New Hanover County. Individuals shall not be transported to other destinations without the expressed consent and authorization of New Hanover County.

7. Only successful authorized trips will be reimbursed. The passenger name, origin/destination address and date must be accurate on the invoice for reimbursement.

8. Invoices and signed ride slips must be received by the 5th of the month.

E. Communication

1. The point of contact must be available at any time, including nights, weekends, and holidays. All complaints received against the Service Provider will be investigated by DSS and/or Senior Resource Center.

2. Service Provider must respond to all complaints in a format and within timeframe specified. Valid complaints as determined by the County may be assessed liquidated damages.
3. Any and all accidents and/or incidents, including traffic violations or citations received while transporting New Hanover County passengers must be reported within 15 minutes of the occurrence by phone with accident/incident form to follow within 24 hours of the accident and/or incident.

4. Any driver for the Service Provider who is charged with a serious traffic violation or criminal act shall be removed from service for the County pending the outcome of a joint investigation by the Service Provider and the County.

F. RECORD KEEPING
Maintain electronic records to document that service has been provided.
Proposals will be evaluated by an evaluation team based on the Service Provider’s ability to meet the performance requirements of this RFP. Failure to submit information requested may result in the elimination of the proposal from further evaluation. Proposals will be assessed to determine the most comprehensive, competitive and best value solution for NEW HANOVER COUNTY based on, but not limited to, the criteria below. NEW HANOVER COUNTY reserves the right to modify the evaluation criteria or waive portions thereof.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
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<tbody>
<tr>
<td>1. Experience and qualification of the company:</td>
<td>25</td>
</tr>
<tr>
<td>• Financial strength</td>
<td></td>
</tr>
<tr>
<td>• Paratransit experience</td>
<td></td>
</tr>
<tr>
<td>• Experience of local / regional support staff</td>
<td></td>
</tr>
<tr>
<td>• Support services rendered</td>
<td></td>
</tr>
<tr>
<td>2. Experience and qualities of the proposed contract management team</td>
<td>20</td>
</tr>
<tr>
<td>3. Contractors proposed programs and staffing plan</td>
<td>20</td>
</tr>
<tr>
<td>4. Price</td>
<td>25</td>
</tr>
<tr>
<td>5. Fleet size and number of wheelchair accessible vehicles</td>
<td>10</td>
</tr>
</tbody>
</table>
Section 7 Bid Protest Procedures

As a custodian of public funds, the County must adhere to applicable bidding practices established by State law, County policy, and good administrative practice. Bids may be protested for any bid solicited. All protests must be in the writing and must be delivered to the Finance Director prior to award by the Board of Commissioners or issuance of purchase order.

The protester (bidder) shall adhere to the following procedures:

1. The protester (bidder) who protests a bid will deliver a written statement to the Finance Director detailing the reason for the protest within five (5) business days or prior to award and/or issuance of a purchase order whichever is later.

2. The Finance Director will review the data submitted and provide a formal response to the protester (bidder) within five (5) business days after receipt of the written protest.

3. A protester (bidder) not satisfied with that response may appeal the decision to the County Manager, provided such appeal is received within five (5) business days after the response from the Finance Director. If an appeal is not filed within the specified period, no other County redress is available.

4. No further appeal is available as of right; provided, however, the dis-satisfied protester (bidder) may request that the Board of Commissioners elect to hear an appeal from the decision of the County Manager. The decision rendered by the Board of Commissioners is final.

5. Any and all cost incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.
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 (21), dated October 1, 2014; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,”, 2 C.F.R part 1201, dated December 19, 2014, will supersede and apply in lieu of U.S. DOT’s common grant rules, 49 C.F.R. parts 18 and 19, State and Local Governments and 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.

FTA’s new authorizing legislation, MAP-21 made significant changes to FTA’s public transportation programs.

(1) MAP-21 requirements apply to:
   a. New grants and cooperative agreements for which FTA awarded FY 2013 or a later fiscal year funds appropriated or made available to carry out MAP-21 programs,
   b. Amendments to existing grants and cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs, and
   c. All “recoveries” funds FTA awards, irrespective of the fiscal year for which those funds were appropriated,

(2) Fiscal Year 2012 and previous fiscal year funding requirements apply as follows:
   a. In some instances, as determined by FTA, previous program requirements apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds, but
b. In other instances, as determined by FTA, MAP-21 program requirements (including MAP-21 “cross-cutting requirements” identified in section 49 of this Master Agreement) apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds.

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, 20.519, 20.521, 20.525, and 20.526. Federal funding assistance up to eighty (80%) percent may be provided.

4. **Definitions**

*Third Party Agreement*, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following agreements, such as:

(1) Third party contracts,
(2) Leases,
(3) Third party subcontracts; and
(4) Other similar arrangements or agreements.

*Third Party Participant*, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following participants, such as:

(1) Third party contractors,
(2) Lessees,
(3) Third party subcontractors, and
(4) Other participants in the Project

5. **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 any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

6. **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 o the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The requisite “Lobbying Certification” is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of $100,000 or more and prior to the award of the contract.

7. **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, religion, national origin, sex, disability, or age. 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 4702.1 “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”, issued October 1, 2012.

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

   (a) **Race, Color, Religion, National Origin, Disability, Age, Sexual Origin, Gender Identity, or Status as a Parent** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act, 28 C.F.R. § 50.3, 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 as further amended by Executive Order 13672, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity,” July 21, 2014, 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, religion, 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.


(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.


(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;


(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;


(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 regulations, "Miscellaneous Civil Rights Amendments (RRR)," pertaining to nondiscrimination on the basis of disability within 49 C.F.R. Parts 27, 37, and 38 were published in 79 Fed. Reg. 21402, April 16, 2014; and

(12) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.


7 Environmental Justice. (According to the Master Agreement, this section is now under Environmental and applicable for Environmental Studies)

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.

(11) Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

8. Contracting with Disadvantaged Business Enterprises

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


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.
9. **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.

10. **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.

11. **Environmental Protection**


12. **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.
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 too:

*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 Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.
The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

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

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

The Procuring Agency agrees and assures that its third party contractors and lessees will review the “Excluded Parties Listing System” at https://www.sam.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 https://www.sam.gov/ before entering into any contracts.

If the Procuring Agency, recipient, or subrecipient suspends, debars, or takes similar action against a Third Party Participant or individual, the Agency, recipient, or subrecipient will provide immediate written notice to the:

(a) NCDOT/Public Transportation Division,
(b) FTA Regional Counsel for the Region in which the Agency is located or implements the Project,
(c) FTA Project Manager if the Project is administered by FTA Headquarters Office, or
(d) FTA Chief Counsel.

The requisite Debarment and Suspension Certification is included as ATTACHMENT 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.

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, 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.

If there is credible evidence that a Third Party Participant (Contractor) has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Federal funding, notification of FTA is required. If a legal matter as described above emerges, the Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or FTA Regional Counsel for the Region in which the Recipient is located and the NCDOT.
18. Resolution of Disputes

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

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

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

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

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

19. Protest Procedures

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

20. No Federal Government Obligations to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the
express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

21. False or Fraudulent Statements 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. Record Retention and 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. 5303, 5307, 5309, 5310, 5311, 5316, or 5317.

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 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**

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(j)(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(j)(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.

**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 therefor 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 the 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. **Project Labor Agreements (formerly Neutrality in Labor Relations)**

As a condition of contract award, the Owner may require a third party contractor or subcontractor to have an affiliation with a labor organization such as a project labor agreement, consistent with Executive Order No. 13502, “Use of Project Labor Agreements [PLA] for Federal Construction Projects,” February 6, 2009, 41 U.S.C. ch. 39, Refs & Annos., except as the Federal Government determines otherwise in writing.
27. **Federal Motor Carrier Safety Administration**

The Contractor and its subcontractors, lessees or third party contractors will comply to 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.

2. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA’s regulations, “State Compliance with Commercial Driver’s License”, 49 CFR Part 384.

**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 26,001 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

28. **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 requirements of 23 U.S.C. § 517(d), as amended by MAP-21, 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)*

29. **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.]

30. **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 49 U.S.C. 5323(f) or (g), as amended by MAP-21 for project activities supported with FTA Fiscal Year 2013 or subsequent funding 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.

If a Recipient or Third Party Contractor has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may

1. Require the Recipient Third party Participant to take such remedial measures as FTA considers appropriate, or
2. Bar the Recipient or Third Party Contractor from receiving federal transit funds.

31. **Drug and Alcohol Testing**

The Contractor agrees to comply with the Amendments to the FTA regulations “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR Part 655, published June 25, 2013. These regulations implement 49 U.S.C. § 5331, as amended by MAP-21 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.

MAP-21 amended the remedy for non-compliance with FTA regulations, 49 CFR Part 655, so that a FTA has more discretion to determine the amount of funding to withhold from a Third Party Contractor that has not complied with those regulations.
32. **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.

33. **Geographic Preference**

Procurements shall be conducted in a manner that prohibits the use of statutorily or 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.

34. **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.

35. **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.

36. **Safe Operation of Motor Vehicles**

a. **Seat Belt Use.**

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. **Distracted Driving, Including Texting While Driving.**

Driving,” December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

(a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c. Definitions

(1) “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. “Driving” does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

37. 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.

38. 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.”

39. **Sensitive Security Information**


40. **NC E-Verify Requirements**

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.
### Section 9 Pricing Structure

#### Non-Emergency Transportation

Fill in the cost for providing the services listed below. You may also submit pricing for other services you provide out only those transit points you wish to service. Flat Rate Pricing is preferred.

<table>
<thead>
<tr>
<th>TYPE OF SERVICE PROVIDED</th>
<th>FLAT RATE</th>
<th>ROUND TRIP</th>
<th>PRICE PER MILE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulatory (Inside City Limits)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Non-Ambulatory/wheelchair bound (Inside City Limits)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Ambulatory (Outside City/Within County)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Non-Ambulatory/wheelchair bound (Outside City/Within County)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Ambulatory to Carolina Beach</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Non-Ambulatory/Wheelchair bound to Carolina Beach</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Ambulatory (Outside County)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Non-Ambulatory/wheelchair bound (Outside County)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Group rate (5 or more passengers)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

The Contractor may complete both columns or just one, each will be reviewed. The undersigned certifies that their service being offered will meet or exceed the minimum specifications as presented in the attached proposal package.

_________________________                           _________________________________
Company Name                                                                               Telephone Number

_________________________
Company Address

_________________________
Date

_________________________
Federal Tax ID / SS#

_________________________
Officer Signature/Title
AFFIDAVIT of COMPLIANCE with NC E-VERIFY STATUTES
(To be submitted with all bids)

STATE OF ____________________________

COUNTY OF __________________________

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

1. I am the __________________________ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.

2. Employer understands that “E-Verify” means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

3. Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.

5. Employer shall keep New Hanover County informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _______ day of ______________, 20____.

____________________________
Affiant

STATE OF ____________________________

COUNTY OF __________________________

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

____________________________
Notary Public

My commission expires: ____________________
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

   (1) The dangers of drug abuse in the workplace;
   
   (2) The Contractor’s policy of maintaining a drug-free workplace;
   
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:

   (1) Abide by the terms of the statement; and
   
   (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

   (1) Taking appropriate personnel action against such an employee, up to and including termination; or
   
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. (Street address)

   (City, county, state, zip code)

2. (Street address)

   (City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of
religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

_________________________________  ______________________________________
Signature                                           Title

_________________________________  ______________________________________
Agency/Organization                                    Date

(Certification signature should be same as Contract signature.)
OVERDUE TAXES
(To be submitted with all bids)

Instructions: Use company letterhead. All documents requiring the signature of the authorized representative for the Service Provider must be an original signature and the same representative must sign each copy of the Overdue Tax Letter, Conflict of Interest and Contract.

Date of Certification

To: New Hanover County

Certification:

We certify that [insert organization’s name] does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23 c is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

I, [Name of Authorized Official] being duly sworn, say that I am [Authorized Official Title] of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Authorized Official

(Signature must be the same as the person signing the contract)

1 G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”
CERTIFICATION REGARDING 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

(SEAL)

My Appointment Expires ____________

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CERTIFICATION REGARDING DEBARTMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTION
(To be submitted with all bids 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.

SIGNATURE ______________________
TITLE __________________________
COMPANY ________________________
DATE ____________________________

State of _________________________
County of _______________________

Subscribed and sworn to before me this ___ day of _________________________, 20___.

Notary Public ____________________
(SEAL)

My Appointment Expires ____________
State Certifications
Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:

Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an “ineligible Contractor” as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and

(b) [check one of the following boxes]

- ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
- ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor’s officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities
Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:

Contractor’s Authorized Agent: Signature ____________________________ Date __________________

Printed Name __________________________________ Title ____________________________

Witness: Signature __________________________________ Date __________________

Printed Name __________________________________ Title ____________________________
CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: The Contractor that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons”, published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that
communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

________________________________________________  ______________________________
Signature                      Title

________________________________________________  ______________________________
Agency/Organization            Date

(Certification signature should be same as Contract signature.)