



Request for Proposal

Taxi Services

Interested vendors can mail their proposals to the following address to ensure receipt before Monday, May 4 @ 2pm.

Tom Nunn
Cabarrus County Governmental Center
PO Box 707
Concord, NC 28026-0707

Or submittals may be hand delivered at location below:

Proposal Opening Location, date and time:

Cabarrus County Governmental Center
County Manager's Office, Suite 235
65 Church Street S.
Concord, NC 28025

Date: 04/20/2026

Time: 2:00 PM

Official clock is located inside the Commissioner's Chamber. Any late proposals will be returned unopened. **Vendors must submit sealed proposals clearly marked Taxi Services for Cabarrus County Transportation.**

All questions concerning the RFP should be sent to Charles Ratliff, Transportation Manager (crratliff@cabarruscounty.us)

(Several pages within the document are intentionally blank.)

Introduction

Cabarrus County Transportation Service (CCTS) provides door to door transportation for ambulatory, non-ambulatory, wheel-chair and Geri-chair clients to more than 3,000 Cabarrus County residents. Our services enable all individuals the opportunity to access necessary medical care and other resources that improve and enhance their independence.

Our scope of services anticipates using vendor services on an as needed basis to transport residents in the following scenarios including but not limited to:

Non-ambulatory residents within Cabarrus County Non-ambulatory

residents outside Cabarrus County

Ambulatory within Cabarrus County

Ambulatory outside of Cabarrus County

Exceptional ambulatory or non-ambulatory transportation outside of Cabarrus County

The service area is primarily Cabarrus County with trips being within the county and some trips extending beyond the boundaries of Cabarrus County.

CCTS is interested in outsourcing its services to a vendor that will allow us to ensure the most reasonable cost to the taxpayers of Cabarrus County.

The approved vendors will:

- Work closely and cooperatively to improve service quality, maximize efficiency, and meet the System's goals of expanding transportation options within the County.
- Assist CCTS in overall System planning efforts including developing operational planning requirements and promoting new services; exploring alternative funding and contracting methods; budgeting capital expenditures; and public outreach efforts.
- Be set up with the North Carolina Public Transportation Division as an approved vendor service.



These activities are part of CCTS' ongoing expansion program focused on identifying the needs of Cabarrus County residents so that an appropriate response to those needs can be developed.

CCTS is seeking to identify and select an outside independent organization to perform the activities listed above. The remainder of this document provides additional information that will allow a service provider to understand the scope of the effort and develop a proposal in the format desired by CCTS.

CCTS will conduct technical evaluations of proposals received, hold vendor site visits and/or interviews, conduct negotiations with one or more vendors, with the goal of promoting fairness and competition.

A selection committee will evaluate and determine which proposals are responsive and will rank them according to the evaluation criteria.

CCTS reserves the right to have multiple vendors. CCTS will use multiple vendors based on the best fit and price for the need once evaluated. CCTS reserves the right to reject any or all proposals.

The following criteria will be used to evaluate the proposals:

Criteria

- Proposal Response- how well the issues are addressed
- Qualifications and Experience
- References
- Costs

Definitions

For purposes of this Agreement, the underlined terms below shall have the following meanings:

Accident- refers to any incident involving the passenger or the Contractor's vehicle while the vehicle is occupied by a passenger of CCTS, which results in property damage to the vehicle or other vehicles or property, and/or which results in or has the potential to result in personal injury to the passenger.

Blood Borne Pathogen- refers primarily to human bodily fluids, including but not limited to saliva, vomit, urine, and feces.

Attendant- is defined as an individual who is authorized to ride with and provide assistance to a CCTS passenger.

Inbound Trip- refers to the trip from the passengers authorized pick up location to his appointment destination and is authorized for one-way travel between two points.

Outbound Trip- refers to the return trip from the passenger's appointment destination to home or return destination and is authorized for one-way travel between two points.

Out-of-County- refers to locations outside of Cabarrus County.

Passenger- is defined as an individual who has completed the enrollment process with CCTS and has been approved and authorized to receive transportation services. This individual may also be referred to as the client.

Private Pay- refers to those unauthorized individuals whose trip will not be paid by CCTS. This shall include friends and family members of drivers, fare payers, and individuals authorized for service by other governmental entities (including the Board of Education), and County departments, but excluding designated escorts.

Trip Number- is the specified number used to identify the transportation request for a passenger. Ride Time- refers to the period between the times that the passenger boards or enters the vehicle and the time that the passenger reaches their destination.

Standing Trip- is defined as daily, weekly, or monthly. Standing trips may be assigned to one Contractor for an extended period of time and rotation may be used for this type of trip.

No-show- is defined as no passenger transported from a destination. If the contractor picks up passengers from one location, and all passengers on the manifest are not located, the Contractor cannot charge a no-show for the missed passengers. If a passenger is transported from a destination the no-show rate does not apply.

Responsibilities of CCTS

CCTS will receive all advance reservations. An advance reservation is one which is received by 1:00 pm on the day before the requested trip date. Advance reservations list of the next day's trips will be transmitted to the Contractor by electronic mail by 5:00 pm the evening before. The contractor is responsible for providing the equipment that can accept CCTS's electronic email listing.

CCTS will call in all same day trip requests. A same day trip request is one that is received on the day of the requested trip. The Contractor will accept same-day orders only for trips authorized by CCTS. The Contractor is responsible for maintaining a telephone line to receive requests for this service.

CCTS reserves the right to add or delete service areas during the term of the contract in the form of a change order.

CCTS will select the mode of transportation by type of vehicle needed and the ability of the Contractor to provide the service.

CCTS will provide the Contractor with the names and addresses of the individuals to be transported, their appointment times, their pickup locations and their destinations.

CCTS will be responsible for paying the Contractor within thirty days upon receipt of the invoice for authorized, eligible, and approved services provided under this Agreement. Consistent with fiscal year end funding, the contractor must ensure that all invoice activities are complete and accurate through the last day of June of the current fiscal year. Payment by the County for services rendered by the Contractor hereunder shall be subject to and dependent upon sufficient funds being appropriated by

Federal, State, and Local entities during each of the County's fiscal years throughout the term of this Agreement.

In the event such funding does not occur, or if any funding is at a level that the County determines in its best interest to modify, reduce or discontinue current services, such services shall be modified, reduced, or discontinued at the discretion of the County as of the effective date of the proposed action and the County shall be relieved of all obligations.

The County shall notify the Contractor of any plan to modify, reduce, or discontinue service in writing not less than 30 days prior to the proposed action. As such agreement changes become necessary; the county will make reasonable effort to negotiate adjustments with each contractor. However, the county reserves the right and has full authority to issue unilateral changes which would become effective 30 calendar days upon written notification having been provided to the contractor.

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Contract Price

Please check all available and list the bid price for the following services:

Non-Ambulatory (Wheelchair) transport within Cabarrus County Bid price \$ per .

Non-Ambulatory transport outside Cabarrus County Bid price: \$ _____ per _____.

Ambulatory within Cabarrus County Bid price: \$ _____ per _____ .

Ambulatory outside Cabarrus County Bid price: \$ _____ per _____

Ambulatory transport within and outside Cabarrus County based on the following zones:

Concord - \$ _____

Harrisburg - \$ _____

Midland - \$ _____

Mt. Pleasant - \$ _____

Kannapolis \$ _____

Out of Cabarrus County - \$ _____

CCTS requires transportation requests to be cancelled at least two hours prior to pick up.

Cabarrus County shall be billed on a per-vehicle per mile trip basis, or on a per-trip rate or on a per-hour per-mile cost combination, depending on the baseline chosen in the contract. Mileage is subject to audit to ensure most economical travel path. Contractor will assign passengers to rides at the lowest cost or mode of transportation. Nothing in this Agreement shall be construed to mean the Contractor is obligated to assign trips solely on the basis of cost.

Vehicle mileage begins as soon as the vehicle is in-route to provide the requested transportation. Mileage ends when the vehicle has either been dispatched to another agency trip or returned to the base or central location.

Service is to be operated using vehicles provided by the Contractor. All Contractor vehicles shall have a vehicle decal permanently affixed to the outside of the vehicle for identification purposes. The vehicles must be properly licensed and maintained through a system of regular inspections to ensure proper operating condition.

The vehicles shall be maintained in a safe and sanitary condition at all times while performing services under the agreement. Vehicles shall be operated in accordance with applicable Federal, State of NC, and local laws. Due regard for safety, comfort, and convenience of passengers and for the safe and careful transportation of property and for the safety of the general public must be maintained at all times while in service under Contract. This will include, but not be limited to availability of proper equipment, vehicle accessibility, proper maintenance of interior heating and cooling systems, use of seat belts and the use of secure equipment.

Vehicles must comply with the requirements of the Americans with Disabilities Act which requires that transportation service be accessible and useable by persons with disabilities and be equipped with proper security equipment for wheelchair occupants.

At minimum the following components shall be installed to ensure safe transport: Tie-down systems
Occupant Restraint Systems and Track
Floor Plates or Anchoring Hardware
Proper wheelchair accessibility equipment including emergency operations

All vehicles used by the Contractor or the Contractor's drivers to transport passengers for the County shall be clean, sanitary, and in safe operating condition. The Contractor shall implement procedures in accordance with Federal regulations for dealing with communicable diseases and disposing of materials considered blood borne pathogens.

Providers must assure the safety and comfort of the clients by proper maintenance and equipping of their vehicles. This includes but is not limited to:

- Interior cleanliness of vehicles
- Smoke free environment within the vehicles
- UL approved fire extinguisher
- Roadside reflective devices
- Working flashlight
- Chains or other traction devices (when appropriate)
- Disposable gloves
- First Aid Kit

Insurance Requirements

The Contractor will purchase and maintain with an insurance company authorized to do business in the State of North Carolina during the life of this Agreement.

The Contractor will provide Bodily Injury, Property Damage, Comprehensive and Collision Insurance for vehicles used to provide services under this Contract to the following minimal limits:

Commercial General Liability including Bodily Injury, Personal Injury and Advertising per occurrence/\$2,000,000 general aggregate Worker's Compensation and Employee Liability Statutory Limits:

\$100,000 per accident by accident or \$100,000, policy limit by disease.

\$500,000 per employee by disease.

Automobile Liability: \$1,000,000 per occurrence \$2,000,000 aggregate.

Collision and Comprehensive: On all vehicles used for purposes of this contract.

Uninsured/Underinsured Motorist \$1,000,000

Umbrella policy of \$1,000,000 per occurrence/\$2,000,000 aggregate (umbrella is not required).

**The below statement must be listed in the description and Cabarrus County must be listed as certificate holder:

"Cabarrus County, its agents, officers and employees are additional insured with respect to general liability per the written contract."

Deductibles and Self-Insured retainers, if any, shall be identified in the Proposal. Proposer shall also identify its insurance agent(s) and underwriting company(s).

Certificates of such insurance must indicate the type, the amount, the class of operations covered, the effective date and the expiration date for all policies. It shall be furnished to Cabarrus County and shall not be canceled or materially altered except after 30 days written notice has been received by Cabarrus County, and mutually agreed upon. The Contractor must cease work if any of the required insurance is canceled or expires.

Cabarrus County shall be endorsed and named as an additional insured. Contractors insurance shall be primary and noncontributory. All certificates shall reflect the endorsement and be delivered directly from the insurance agent or insurer either by email, fax or mail.

The Contractor further agrees to indemnify and hold harmless the County, its elected officials, agents, employees, and assigns from and against any all claims, damages losses, cost damage, expenses including without limitation, court costs and attorney fee(s) and liability caused by an accident or other occurrence resulting in personal injury, bodily injury, including death, sickness, and disease to any person; or damage or destruction to property, real or personal arising directly or indirectly from operations, products or services rendered or purchased under this contract.

It is specifically understood that the Contractor will not transport any person until Contractor has obtained all information necessary for billing purposes including name, address, and phone number for the person to be transported. In the event the Contractor fails to obtain necessary billing information, the county shall not be responsible for paying The Contractor's invoice with respect to such transport.

Reporting Requirements

On the first working day of each week, CCTS shall receive an activity report, no later than 11:00 am, including the following information for the previous week.

For each day of the week, a record of each trip provided including:

- Date
- Trip#
- Trip Request Time
- Client Name
- Passenger clarifications (elderly, disabled, etc.)
- Pickup location
- Drop off location
- Pickup time
- Drop off time
- Trip mileage
- Pay rate
- Amount billed
- Wait time charges detailed
- Pre-trip and Post-trip inspections sheets for each vehicle performed daily

No-shows reported and DSS19 slips collected for the previous week

The trip sheets are to be kept by the Contractor for five years after the day of service and shall be available to CCTS for inspection upon request.

Any and all accidents and/or incidents while transporting CCTS authorized passengers shall be reported to CCTS immediately and the written report submitted within 24 hours of the accident and/or incident.

The Contractor will be responsible for properly maintaining separate records and summaries for this service as deemed necessary. The name and description of the hardware or software used to obtain the records and create reports should be submitted.

The following are types of information, which CCTS could require the Contractor to keep.

- Daily Trip by Trip
- Records
- Trip origin and destination address
- Clock time,
- vehicle odometer reading,
- on-board passenger count at time of passenger pickup and drop off Daily, Weekly, and Monthly Reports By Agency
- Passenger count by agency
- Hours or service per agency
- Miles of service per agency
- Daily, Weekly, and Monthly Management Report Sum number of unduplicated passengers served, one-way trips, hours available for service, vehicle hours and miles, accidents per mile, complaints per mile, etc.

Contractor shall be expected to perform their regular contracted services 24 hours a day, seven days a week. 48 hours' notice will be given for weekend trips and those trips falling outside normal business hours.

The Contractor shall be excused from performance hereunder during the time and to the extent that he/she is prevented from performing by acts of God, strike, and or confiscation of vehicles, materials, products, plants, or facilities. The County reserves the right to assign the areas covered by this Agreement to another contractor either in whole or in part, whenever the Contractor is unable to perform.

The Contractor shall transport approved, properly authorized individuals to a specified destination upon request, on time, and in accordance with arrangements made by CCTS.

Clients shall be provided door to door transport on routes between designated pick-up locations and assigned facilities. Transportation will be provided for ambulatory, non-ambulatory and wheelchair;

Geri-chair residents, based on assessed need.

The Contractor shall also provide transport for approved attendants to ride with and assist authorized passengers. One attendant per individual may accompany the authorized passenger free of charge. Attendants shall include but not be limited to parents, spouses, other family members, or care givers. Caregivers may include friends, neighbors, acquaintances, paraprofessionals or professional care providers. The contractor will not supply attendants. Rider certified as requiring an attendant will be transported only when accompanied by an aide.

The Contractor's drivers are required to ensure that each passenger properly utilizes his/her seat belt when riding in the Contractor's vehicle and for ensuring compliance with federal safety laws for seatbelts and child safety seats. Child Safety provisions states no child under the age of fourteen be

transported without an adult attendant. The number of passengers in a vehicle shall not exceed the number of seatbelts in the vehicle.

The Contractor is required to use the highest degree of care in the operation of equipment and in the provision of assistance to passengers. This care includes providing assistance up and/or down steps and into buildings, and providing assistance into and out of the Contractor's vehicle.

The Contractor's drivers shall not be required to provide assistance beyond the doorway to the passenger's dwelling or destination except as may be necessary at medical facilities to get the passenger to the proper location, (i.e. a wheelchair bound passenger, a vision impaired, etc.). Contractor drivers are required to provide assistance in pushing wheelchairs to and from the building entrance. Drivers are not permitted to take wheelchair passengers up or down more than one step, up or down snow-covered ramps, or sidewalks. For wheelchairs weighing less than 50 pounds and a sedan type vehicle are used to transport the passenger, the driver is required to stow the wheelchair in the trunk.

Such labor, vehicles, materials, supplies, and required equipment shall be of acceptable quality to the County and services rendered shall comply with the following Performance Standards. Failure to comply shall be deemed an event of default and shall result in immediate termination of the Agreement. CCTS and the Contractor will review the performance standards annually.

Services shall be provided on such days and at such times as specified by CCTS, to and from locations and for such persons as are specified and authorized by CCTS.

The requests for service will be faxed or emailed to CCTS contractor by the Cabarrus County Mobility Management at least by 2:00 pm prior to the date of service. After requests are entered into the computer, they are coordinated and scheduled by the dispatcher/supervisor. The end result is a computerized daily schedule for each driver.

A master schedule containing all trips for the drivers is printed and continuously monitored from the dispatch office to ensure that trips are completed timely.

Passengers shall arrive at their destinations no later than their actual appointment time and shall be picked up for the return trip within 60 minutes of the call requesting the return trip. CCTS policy states

drivers are allotted a five minute maximum wait time after arriving at a passenger's home or a desired location before the driver must leave and the passenger is required to call in for their return trip.

The maximum one-way ride time for any passenger shall not exceed 30 minutes from the time the passenger boards or enters the vehicle except as may be required due to distance for out-of-county trips.

The contractor is encouraged to consolidate unrelated passenger trips into one vehicle. The contractor should attempt to consolidate trips whenever origins, destinations, and scheduled pick-up times are such that reasonable service quality can be maintained. A trip is defined as one or more people with the same origin and destination. If two people have different origins, but the same destinations, it is considered two trips.

Performance Monitoring

CCTS will oversee and check the Contractor's performance to be sure that it meets the performance standards. CCTS reserves the right to use any or all of the below monitoring techniques:

- Financial audits
- Customer surveys
- U.S. DOT National Transit Database Reports
- Monthly Management Performance Reports
- Random Phone Calls
- Unannounced visits
- Undercover rides
- Vehicle/Maintenance Record
- Driver background/drug/driver and license audits

CCTS Director or their designee shall have the authority to administer or terminate the agreement, executive change orders, and make related determinations and findings.

CCTS Director or their designee is responsible for ensuring the Contractor's compliance with the Terms and Conditions of the Agreement and safeguarding the best interest of the County.

The Transportation Planner or his designee at CCTS shall be responsible to authorize service delivery for all routes and schedules. The schedules will comply with the Contractor's hours of operation within the CCTS hours of operations parameters.

Cabarrus County holds Transportation Advisory Board (TAB) meetings on a monthly basis and may include discussion of service problems and proposed solutions. Open and frequent communications should be maintained. Additional meetings may be required. The Project Manager may be required to attend meetings.

The Contractor shall assist the County in overall system planning efforts. These efforts shall include assisting the County with all audits and operational planning requirements pertaining to the system; developing and promoting new services; exploring alternative funding and contracting methods; budgeting and capital areas; and public outreach efforts.

Complaint Procedures

Cabarrus County is committed to ensuring that quality service is provided to its passengers. Service providers are expected to perform all required services in a manner which complies with the program of performance standards of this agreement.

Complaints regarding service performed by the Contractor received by CCTS will be promptly transmitted in writing to the Contractor. The Contractor shall investigate all complaints received by CCTS or directly by the Contractor, and report findings and action taken to CCTS within 48 hours following receipt of complaints.

Breaches and Dispute Resolution

Disputes arising which are not resolved by agreement of the parties shall be decided in writing by the Transportation Director of CCTS or authorized representative working in conjunction with the County Attorney.

Unless otherwise directed by the Director, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

The duties and obligations of this Agreement and the rights and remedies available hereunder are in addition to and not a limitation of any duties, obligations, rights and remedies of the law. No action or failure to act by CCTS or The Contractor is not a waiver of any right or duty of this Agreement, nor is it an approval of any breach hereunder unless specifically agreed in writing.

Agreement Terms

The Contractor will provide transportation in the manner set above and elsewhere in this Agreement for the duration of one year.

Subject to the provisions for early termination as specified below, the term of this Agreement shall commence and end as stated above unless either party, in good faith, delivers notice of termination in writing to the other party at least 30 days prior to the effective date of the proposed action unless necessitated by a breach of the terms and conditions of this agreement by the Contractor. The agreement must be reviewed each year.

Execution of this Agreement does not warrant or guarantee a minimum or maximum amount of service to CCTS. Coordinated decisions are not defined by cost options only. It is understood, analysis of cost and the quality of service are considered in this process of coordination. CCTS reserves the right to waive and/or negotiate any or all elements of the agreement.

Termination

Failure to comply with any of these provisions may be considered a breach of the Contract and may result in immediate termination. All services performed by the Contractor will cease as of
the date and

time indicated in the written correspondence from Cabarrus County working in conjunction with the County Attorney.

In the event of any termination, the County shall pay the agreed rate only for services delivered up to the date of termination and the County has no obligation to pay franchisee for services rendered or to be rendered after the effective date of termination, of any kind, after the date of termination.

Contractor shall deliver all vehicle records, equipment and material to the County within ten days of the effective date of termination. This requirement specifically includes electronic files pertaining to the System's passenger, routes, billing history, and eligibility status- as such data is recognized by the parties hereto as always remaining county property. Contractor shall promptly pay CCTS as of the date of termination for any sums owed CCTS pursuant to the terms of this agreement.

FEDERAL AND STATE REQUIREMENTS AND
SPECIAL CONDITIONS
for
OPERATIONS and MANAGEMENT CONTRACTS

1.General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement. FTA MA (as amended); FTA Circular 4220 (as amended); "Best Practices

Procurement & Lessons Learned Manual", (as amended); Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," , 2 C.F.R. Part 200, dated December 26, 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.

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, 20.500, 20.505, 20.507, 20.509, 20.513, 20.514, 20.516, 20.518, 20.519, 20.521,

20.522, 20.523, 20.525, 20.526, 20.527, 20.528, 20.529, 20.530, and 20.531. 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 an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

6. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. S1352(b) (5), as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. S1601, et seq.); 2 C.F.R. 5200.450, and 2 C.F.R. Part 200 appendix II (j). 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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 Laws and Regulations

The following Federal Civil Right laws and regulations apply to all contracts and flow down to all third party contractors and their contracts at every tier.

(I) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. S 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. S 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. S 12101, and Federal transit law at 49 U.S.C. S 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender

identity), 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 - Federal Equal Employment Opportunity (EEO) Requirements include, but are not limited to:

(a) Race. Color. Religion, National Origin. Disability. Age. Sexual Origin, Gender Identity, or Status as a Parent - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. S 2000e, Title VI of the Civil Rights Act, 28 C.F.R. S 50.3, and Federal transit laws at 49 U.S.C. S 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. S 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 (including gender identity), disability, 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. The Contractor agrees to comply with FTA Circular 4704.1A Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients, dated October 31 , 2016.

(b) Equal Employment Opportunity Requirements for Construction Activities. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(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. SS 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

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

(4) Nondiscrimination on the Basis of Sex - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. SS 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. S 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. S 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. SS 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. SS 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

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

- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal 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) FTA Circular 4701.1, Americans with Disabilities Act (ADA) Guidance, dated November 4, 2015.
- (13) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.
- (6) Access to Services for Persons with Limited English Proficiency. The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. S 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.
- (7) Environmental Justice. (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. SS 1 101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. SS 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. SS 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.

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.

a. 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.

9. Clean Air Act and Federal Water Pollution Control Act

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251—1387) and 2 C.F.R. Part 200, Appendix II (g). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal Assistance provided by FTA.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. SS 7401 — 7671q); and the Federal Water Pollution

Control Act as amended, (33 U.S.C. SS 1251-1387) and 2 C.F.R. Part 200, Appendix II (g).

10. 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, as amended, 42 U.S.C. S 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C. These requirements extend to all third party contractors and their contracts at every tier and their subcontracts at every tier.

11. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. SS 4321 through 4335 (as restricted by 42 U.S. C. S 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. S 4321 note; FTA statutory requirements at 49 U.S.C. S 5323(c)(2)), as amended by MAP-21, ; U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; were published in the Federal Register, 78 Fed. Reg. 8963, February 7, 2013; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. S 139 "Efficient environmental reviews for project decision making", pertaining to environmental procedures, and 23 U.S.C. S 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 et seq. November 15, 2006. Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319 Accelerated Decision-making in Environmental Reviews," dated January 14, 2013, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

12. 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 extend to all contractors and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

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 and 2 C.F.R. part S 200.322. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

These items include, but may not be limited to:

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

Vehicular products:

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

Transportation products:

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

Miscellaneous products:

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

Park and recreation products:

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

Landscaping products:

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

Non-paper office products:

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.

- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

13. Buy America

If the Contractor is purchasing vehicles as part of the operations or service agreement, the vehicles must meet the Buy America requirement.

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. The Buy America regulation at 49 C.F.R. S 661.13 requires notification of the Buy America requirements in a Procuring Agency bid or request for proposal for FTA funded contracts.

The contractor agrees to comply with 49 U.S.C. 5323(j), 49 C.F.R. part 661, and the FAST Act Section 3011, effective date October 1, 2015, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. S 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. S 661.11. Train Control, Communication and Traction Power Equipment. For purposes of Buy America, rolling stock includes train control, communication and traction power equipment (49 U.S.C. 5323(j) (2) (C)). See also 49 CFR 661.11(t), (u), and (v). The domestic content requirement in effect on the date a contract was signed for train control, communication, and traction power equipment will control. If the contract is signed in FY2016 or FY2017, the contract shall require an overall domestic content that exceeds 60 percent; if a contract is signed in FYs

2018 or 2019, the contract must include an overall domestic content percentage that exceeds 65 percent; and if a contract is signed in FY2020 or beyond, the domestic content must exceed 70 percent.

For purchase orders placed against State schedules on or after October 1, 2015, for rolling stock that will be delivered in FY 2016 or 2017, the domestic content requirement must exceed 60%. For purchase orders placed against State schedules for rolling stock that will be delivered in FYs 2018 or 2019, the domestic content must exceed 65%, and for purchase orders placed against State schedules for rolling stock that will be delivered in FY 2020 or beyond, the domestic content must exceed 70%.

The bidder or offeror must submit to the Procuring Agency the appropriate Buy America certification in the bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

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

Effective October 1, 2015 small purchases (under the \$150,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using the "contract price" and not "unit price". This provision of the FAST Act applies to all purchases for capital, operating, or planning funds.

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

14. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

If the Contractor is purchasing vehicles as part of the operations or service agreement, the vehicles must meet the requirements of the Pre-Award and Post-delivery Audits for Rolling Stock.

The Contractor agrees to comply with 49 U.S.C. S 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663, The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

Pre-Award Audit:

Pre-award information may also be submitted with the bid.

(1) Buy America Requirements: (for contracts of \$150,000 and more)

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 13. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that the applicable* cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

- a) the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
- b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of the final assembly; and
- c) a copy of the letter from FTA granting a waiver on the vehicle(s) for all or part of the Buy America requirement under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act (STAA) of 1982, as amended,

*For rolling stock that will be delivered in FY 2016 or 2017, the domestic content requirement must exceed 60%. For rolling stock that will be delivered in FYs 2018 or 2019, the domestic content must exceed 65%, and for rolling stock that will be delivered in FY 2020 or beyond, the domestic content must exceed 70%.

- (2) Federal Motor Vehicle Safety Standards (FMVSS) Certification: (must be completed for all purchases) The Contractor shall submit:
- a) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or
 - b) the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.
- (3) Solicitation Specification Requirements:
The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

Post-Delivery Audit:

Upon completion of the vehicle(s), and prior to filing of the title, the successful bidder shall provide the information indicated in 1-3 above. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy America compliance shall be cause for rejection of the vehicle(s).

Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

15. Fly America

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. First tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

a) Definitions. As used in this clause--

- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- "United States" means the 50 States, the District of Columbia, and outlying areas.
- "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by

those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services..

- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR S 47.403. [State reasons]:

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

16. Debarment. Suspension. Ineligibility. and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, 2 C.F.R. S 200.213, and 2 C.F.R. Part 200 Appendix II (I). These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), at <https://www.sam.gov/> in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 and 12689. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Procuring Agency will be reviewing all third party contractors under the "System for Award Management" at <https://www.sam.gov/> before entering into any contracts.

If the Procuring Agency or NCDOT suspends, debars, or takes similar action against a Contractor or subcontractor, the NCDOT will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the NCDOT is located or implements the Project,
- (b) FTA Headquarters Manager that administers the Grant, or (c) FTA Chief Counsel, and
- (d) NCDOT/Public Transportation Division.

The requisite Debarment and Suspension Certification is included as A TTACHMENT 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.

17. Termination or Cancellation of Contract

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and their subcontracts at every tier, as referenced in 2 C.F.R. S 200.339 and 2 C.F.R. Part 200, Appendix II (B).

Termination for Convenience - The Owner may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Owner's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Owner to be paid the Contractor, If the Contractor has any property in its possession belonging to Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs.

Termination for Default (Breach or Cause) - If the Contractor does not deliver services in accordance with the contract delivery schedule, or if 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 be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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.

Opportunity to Cure - 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 Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Owner setting forth the nature of said breach or default, 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.

Waiver of Remedies for any Breach - In the event that Owner elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Owner shall not limit Owner's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Default (Construction) - If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, the Owner may terminate this contract for default. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Owner may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Owner resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Owner in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Owner, acts of another contractor in the performance of a contract with Owner, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Owner in writing of the causes of delay. If, in the judgment of Owner, the delay is excusable, the time for completing the work shall be extended. The judgment of Owner shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Owner.

18. Violation and Breach of Contract. Rights and Remedies

All contracts in excess of \$150,000 shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate as provided in 2 C.F.R. S 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of

Contracts clause flow down to all third party contractors and their contracts at every tier.

Rights and Remedies of the Owner - The Owner shall have the following rights in the event that the Owner deems the Contractor guilty of a breach of any term under the Contract.

- I. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;

3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include the Contractor and any subsequent named subcontractor.

Rights and Remedies of the Contractor - Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Owner, the Contractor expressly agrees that no default, act or omission of the Owner shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Owner directs Contractor to do so) or to suspend or abandon performance.

Remedies - Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the Owner will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the Owner takes action contemplated herein, the Owner will provide the Contractor with sixty (60) days written notice that the Owner considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

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. S 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 Owner must promptly notify the NCDOT, which in turn will notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or FTA Regional Counsel for the Region in which the Project is located.

All contracts in excess of \$150,000 shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate as provided in 2 C.F.R. S 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Rights and Remedies of the Owner - The Owner shall have the following rights in the event that the Owner deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include the Contractor and any subsequent named subcontractor.

Rights and Remedies of the Contractor - Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Owner, the Contractor expressly agrees that no default, act or

omission of the Owner shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Owner directs Contractor to do so) or to suspend or abandon performance.

Remedies - Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the Owner will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the Owner takes action contemplated herein, the Owner will provide the Contractor with sixty (60) days written notice that the Owner considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

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. S 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 Owner must promptly notify the NCDOT, which in turn will notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or FTA Regional Counsel for the Region in which the Project is located.

19. Resolution of Disputes

All contracts in excess of \$150,000 shall contain contractual dispute and remedies as appropriate as provided in 2 C.F.R. S 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

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.

Alternative Dispute Resolution — The Owner and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution

process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the Owner and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the

issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Owner's direction or decisions made thereof.

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.

20. Protest Procedures

To ensure that protests are received and processed effectively the Owner 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 Owner before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Owner'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.

The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program

office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of NCDOT's final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the PROCURING AGENCY's failure to have or failure to comply with its protest procedures or failure to review the protest.

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.

21. No Federal Government Obligations to Third Parties

The No Obligation clause extends to all third party contractors and their contracts at every tier.

The Owner 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 Owner, 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.

22. Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 the Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. S 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. S 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5 and as referenced in 2 CFR part 200 Appendix II (E).

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of

the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

23. Program Fraud and False or Fraudulent Statements or Claims and Related Acts

The Program Fraud clause requirements extend to all third party contractors and their sub-contracts at every tier.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. S3801 Qtsg_Q: and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection

with this Project. Upon execution of the underlying contract, 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, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification 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, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. S 1001 and 49 U.S.C. S 5323(1) on the Contractor, 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.

24. Federal Tax Liability and Recent Felony Convictions

(I) Transactions Prohibited.

(i) The Recipient agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third Party Participant—

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

(ii) If the prospective Third Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

25. Trafficking in Persons.

1) Legal Authorities. The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:

- i. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. S 7104(g); and

ii. The terms of this section 4(f), which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.

(a) Definitions. The Recipient agrees that for purposes of this section 4(f):

- i) Employee means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient's Underlying Agreement.
- ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- iii) Private entity means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR S 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR s 175.250).
- iv) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. S 7102.
- v) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. S 7102. (vi) (3) vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. S 7102.

(b) Provisions Applicable to All Recipients. The Recipient agrees to, and assures that its Subrecipients will:

i. Provide Information. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of this Master Agreement; and ii. Sub agreement Provision. Include the following provision in any sub agreement it enters into with a private entity as defined above in section 4(f)(2)(iii) of this Master Agreement:

XXX agrees that it and its employees that participate in the Recipient's Award, may not:

Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect,

Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or
Use forced labor in the performance of the Recipient's Award or sub agreements thereunder.

- 4) Provisions Applicable to a Private Entity Recipient. If the Recipient is a private entity, it agrees that:

i.

Prohibitions. It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:

- A. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect;
- B. Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or
- C. Use forced labor in the performance of the Recipient's Underlying Agreement or sub agreements.

ii. Termination of Federal Assistance. Section 106(g) of the TVPA, as amended,

22 U.S.C. S 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:

- (A) Has violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement; or
- (B) Has an employee whose conduct is determined to have violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee's conduct is either:
 - a. Associated with the performance of the Recipient's Underlying Agreement; or
 - b. Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:

- i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; or
- ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.

5) Provisions Applicable to a Recipient That is Not a Private Entity. A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. S 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:

- i) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in 24 the performance of the Recipient's Underlying Agreement or sub agreements thereunder; or
- ii) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or

sub agreements thereunder, and whose conduct described above is associated with the performance of the Recipient's Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200.

- 6) Remedies Other Than Termination of Federal Assistance. The Recipient agrees that FTA's right to terminate federal assistance as provided in the TVPA and in sections 4(f)(4)(ii) and 4(f)(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.

26. Access to Records and Reports and Record Retention

The record keeping and access requirements extend to all third party contractors and their contracts at every tier. Under 49 U.S.C. S 5325(g) and 2 C.F.R. S 200.336, FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. S 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required. .

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, invoices, 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. S 5325(g) and 2 C.F.R. S 200.336.

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, 5339, 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 a period of 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.

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

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

28. Public Transportation Employee Protective Arrangements

The Public Transportation Employee Protective Arrangements apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

The employee protective arrangements clause flows down to all third party contractors and their contracts at every tier.

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. S 5333(b):

- I. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C.

S 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. Special Arrangements. The conditions of 49 U.S.C. S 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. S 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. S 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems

appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

29. 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 [PLAI for Federal Construction Projects," February 6, 2009, 41 U.S.C. ch.

39, Refs & Annos., except as the Federal Government determines otherwise in writing.

30. Federal Motor Carrier Safety Administration

The Contractor and its subcontractors will comply with the applicable provisions of the following promulgated U.S. Federal Motor Carrier Safety Administration (FMCSA) regulations.

Financial Responsibility.

I. To extent that the Contractor or its subcontractor 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 provisions of 49 U.S. C. S 31138(e)(4), which supersede inconsistent provisions of 49 U.S.C. Part 387, and also reduce the amount of insurance the Procuring Agency must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. SS 5307, 5310 and 5311.

2. To extent that the Contractor or its subcontractor is engaged in interstate commerce and not within a defined commercial zone, and the Procuring Agency 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 397.

Driver Qualifications.

1. The Contractor or its subcontractor 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 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

I. The Contractor or its subcontractor 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.

31. National Intelligent Transportation Systems Architecture and Standards (applicable to ITS projects)

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. S

517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001 and all other federal guidance.

32. Charter Service

The Charter Bus requirements apply to contracts for operating public transportation service. The Charter Bus requirements flow down from Procuring Agency to first tier service contractors.

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. S 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- I. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

33. School Bus Operations

The School Bus requirements apply to contracts for operating public transportation service. The School Bus requirements flow down from Procuring Agency to first tier service contractors.

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. S 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- I. Bar the Contractor from receiving Federal assistance for public transportation;
or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

34. Substance Abuse Requirements

Contractors who perform safety-sensitive functions must comply with FTA's substance abuse management program under 49 C.F.R. Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. S 655.4, Safety sensitive function means any of the following duties, when performed by employees of operators or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. S 5307 or S 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. S 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

Additionally, Contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The Substance Abuse requirements flow down to all contractors at every tier who perform a safety-sensitive function for the Procuring Agency.

FTA's drug and alcohol rules, 49 C.F.R. Part 655, are unique among the regulations issued by FTA. First, they require grant recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the

recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

DRUG & ALCOHOL COMPLIANCE

Option 1

The PROCURING AGENCY ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the PROCURING AGENCY. The advantages of doing this are obvious: the PROCURING AGENCY maintains total control over its compliance with 49 C.F.R. Part 655. The disadvantage is that the PROCURING AGENCY, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option for only those PROCURING AGENCYS that have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Option 2

The PROCURING AGENCY relies on the contractor to implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, but retains the ability to monitor the contractor's testing program; thus, the PROCURING AGENCY has less control over its compliance with the drug and alcohol testing rules than it does under Option I. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the PROCURING AGENCY the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that, without adequate monitoring of the contractor's program, the PROCURING AGENCY may find itself out of compliance with the rules.

C] Option 3

The PROCURING AGENCY specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the PROCURING AGENCY to decide what it wants to do and how it wants to do it. The advantage of this option is that the PROCURING AGENCY has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the PROCURING AGENCY has to specify and understand clearly what it wants to do and why.

SUBSTANCE ABUSE TESTING

C] Option I

The Contractor agrees to participate in AGENCY's drug and alcohol program established in compliance with 49 C.F -R. Part 655.

Option 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person

responsible for receiving information]. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Option 3

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before [insert date or upon request] a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt [insert title of the Policy Statement the PROCURING AGENCY wishes the contractor to use] as its policy statement as required under 49 C.F.R. part 655; OR (c) submit for review and approval before [insert date or upon request] a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: [to be determined by the PROCURING AGENCY, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium].

35. 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.

36. 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.

37. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. In order to comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements, all contractual provisions required by USDOT, as set forth in FTA Circular 4220 (as amended), the current Master Agreement, and 2 C.F.R 200 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 requests which would cause the Procuring Agency to be in violation of the FTA terms and conditions.

38. 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.

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

39. Safe Operation of Motor Vehicles

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier. In compliance with Federal Executive Order No. 13043, April 16, 1997, 23 U. S. C. S 402 (Increasing Seat Belt Use) and Executive Order No. 13513 Reducing Text Messaging While Driving," October I, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009,

Seat Belt Use - 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. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Owner.

Distracted Driving -The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

40. 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.

41. North Carolina State Ethic's Requirement

Pursuant to 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:

- I) "By Executive Order 24 and N.C. G.S.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. 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."

42. Sensitive Security Information

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with "The Homeland Security Act", as amended, specifically 49 U.S.C. Section 40119(b), The Aviation and Transportation Security Act, as amended, 49 U.S.C. S 114(r), U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 15, and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 1520.

43. 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 construction, material, equipment, supplies and/or services or installation, 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 by executing and submitting the E-Verify Affidavit included in this Invitation for Bids as Attachment E. (Must be completed for all bids/quotes requiring service.)

44. Iran Divestment Act

N.C.G.S. 147-86.59 requires that all bids or contracts or renewals with the State of North Carolina, North Carolina local governments, or any other political subdivision of the State of North Carolina have a certification that the contractor is not on the Final Divestment List as created by the NC State Treasurer pursuant to N.C.G.S. S 147-86.58. In compliance with the requirements of the Iran Divestment Act 2015 and N.C.G.S. S 14786.55 and 147-86.59, the Contractor shall not utilize the performance of the contract any subcontractor that is identified on the Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website: www.nctreasurer.com/iran and will be updated every 180 days. Effective February 26, 2016. (See Attachment F — Must be completed with all contracts over \$1,000)

ATTACHMENT A
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-LLC, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me — this day of , 20 , in the State of and
the County of

Notary Public _____

My Appointment Expires

ATTACHMENT

B

CERTIFICATION REGARDING DEBARMENT, 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.

State of _____ day of _____, 20____.

County of

Notary

Public

Subscribed and sworn to before me this

My Appointment Expires

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

ATTACHMENT

C

CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

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

DATE SIGNATURE

TITLE

COMPANY

State of _____

County of _____

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

Notary Public

My Appointment Expires

ATTACHMENT

D

CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

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

DATE

SIGNATURE

TITLE

COMPANY

State of

County of

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

Notary Public

My Appointment Expires

ATTACHMENT

ATTACHMENT

County of

Subscribed and sworn to before me — _____ thisday of , 20 .

Public (SEAL)

Notary _____

My Appointment Expires
