



Cape Fear Public Transportation Authority (dba Wave Transit)

Wilmington, North Carolina

Request for Proposals (RFP)

for

Bus Stop Installs

December 4, 2024

Due Date:

December 4, 2024

Time:

4:00 PM EDT

Pre-Proposal Meeting:

November 15, 2024

(Microsoft Teams Only)

at 2:00pm EDT

Email Submission Address:

jdodson@wavetransit.com

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Cape Fear Public Transportation Authority
Request for Proposals
BUS STOP REMOVAL, RELOCATION, AND INSTALL SERVICES

**Proposals are hereby requested by the Cape Fear Public Transportation Authority
(Wave Transit or Authority) for Transit Management Services**

1.0 SUBMISSION OF PROPOSALS & PROPOSED SERVICES

Pursuant to N.C.G.S. Section 160A- 579(6), qualifications statements for Wave Transit management services shall be sent electronically only in an Adobe Acrobat PDF to jdodson@wavetransit.com with the email subject line reading:

BUS STOP INSTALL SERVICES

by 4:00 p.m. EDT, Friday, December 4, 2024. The Request for Proposals (RFP) and instructions for submitting qualifications statements are posted online here:

<https://www.wavetransit.com/procurement/>.

The responsibility for submitting proposals (including all documents requested herein) is solely and strictly that of the applicant. The Authority is not responsible for delays in the submission caused by any occurrence. The Authority reserves the right to reject any or all proposals.

The Cape Fear Public Transportation Authority does not discriminate on the basis of race, gender, ethnicity, age, national origin, religion or disability in its employment opportunities, programs, services, contracting opportunities, or activities. It is the Authority's policy to ensure compliance with Title VI of the Civil Rights Act of 1964 in its contracting opportunities. The Authority's Title VI Policy is available at:

https://www.wavetransit.com/wp-content/uploads/2023/10/Title-VI-Program_2023Rev-10.19.2023.pdf

2.0 PRE-PROPOSAL MEETING

If needed, an optional pre-proposal meeting is scheduled for Friday, November 15 at 2:00pm EDT via Microsoft Teams only. To request a registration link for the Microsoft Teams meeting, please contact Jon Dodson, Wave Transit Deputy Director, by email at jdodson@wavetransit.com no later than Thursday, November 14 at 12 noon EDT. It is the responsibility of the prospective proposers to ensure they are properly registered and participate in the mandatory pre-proposal meeting.

3.0 RFP POSTPONEMENT AND AMENDMENT

The Authority may postpone the deadline for submitting proposals and the opening of proposals and may revise or amend the RFP at any time up to the deadline for submitting proposals. Such changes, revisions, and amendments, if any, shall be announced to each prospective applicant by written addenda via email. Applicants are requested to contact the Authority's Deputy Director at jdodson@wavetransit.com if, upon review, material errors are found. Errors must be pointed out before the deadline for submitting proposals to allow time for review and subsequent clarifications by the Authority. In any case, the deadline for submitting proposals shall be at least seven (7) calendar

days after the last addendum, and the addenda shall include an announcement, if applicable, of the new deadline for submitting qualifications.

4.0 REQUESTS FOR ADDITIONAL INFORMATION

Firms with questions or requiring additional information may contact the Deputy Director at jdodson@wavetransit.com who will respond and post the information on the Wave Transit website at the following link: <https://www.wavetransit.com/procurement/>. The Authority will send all requests for information and responses via email to all known potential Proposers so that all parties have the same information. Any spoken communication given is not binding upon the Authority unless and until it is communicated in written form. Final requests for additional information, questions or clarifications shall be received by email at jdodson@wavetransit.com by 4:00 pm EDT, on Friday, November 22, 2024. A final addendum, if necessary, will be issued by 4:00 pm on Monday, November 25, 2024.

IMPORTANT - PLEASE NOTE: The Cape Fear Public Transportation Authority is an independent body politic and corporate as defined by North Carolina General Statute 160A Article 25. All inquiries regarding this proposal must be directed to the designated contact listed above. Approval of any contract resulting from this RFP, if exercised, will be made by the Authority. The decision of the Authority will be final. Proposers who fail to follow this directive are subject to disqualification.

5.0 FUNDING AND TERMS

Any contract resulting from this RFP may be subject to a financial assistance contract/agreement between the Authority and the North Carolina Department of Transportation (NCDOT), and between the Authority and the U.S. Department of Transportation and Federal Transit Administration (FTA). The contract shall be governed by all applicable state and federal regulations. The Authority shall negotiate a contract with the highest qualifying firm for transit management services at compensation set forth in this solicitation.

6.0 PROTEST PROCEDURES

All protest requests must be submitted in writing to jdodson@wavetransit.com within five (5) days from the Authority announcing the notice of intent to award. The written protest statement shall detail the reason for the protest. Protests will follow the procedures included in Section 11.14 of this RFP.

7.0 AGENCY BACKGROUND AND DESCRIPTION

The Cape Fear Public Transportation Authority (dba Wave Transit) provides public transportation in southeastern North Carolina. The current service area of Wave Transit is 230 square miles including most of New Hanover County. Wave Transit has authority to serve an area up to 30 miles outside the limits of New Hanover County, as extended from time to time.

In 2004, the City of Wilmington and New Hanover County merged their public transportation systems into the regionally consolidated Cape Fear Public Transportation Authority (Wave Transit). The Authority operates within the guidelines established under North Carolina General Statute 160A Article 25. The Authority is a government agency.

The Authority is governed by a board comprised of nine (9) members of City of Wilmington and New Hanover County staff, as well as elected and appointed officials. Any contract resulting from this RFP is required to be approved by the Wave Transit Board of Directors and their decision will be final.

As a public transit agency, the Authority occasionally requires outside assistance in meeting the requirements of funding agencies. These services include professional consultation with Contractors which have expertise beyond the capabilities of the Authority and its professional staff.

Wave Transit operates fixed-route, paratransit, and microtransit services. Fixed-route service consists of twelve (12) routes including a downtown trolley service and eight (8) shuttle routes operated for the University of North Carolina Wilmington (UNCW) under an agreement with UNCW. Wave Transit's services provide a vital connection to employment, education, medical appointments, and leisure trips for the nearly 235,000 people living in New Hanover County.

Wave Transit received approval for a system restructure in September of 2024. As such there will be new service patterns that will require new stops and signs in advance of the service change on January 5, 2025.

7.1 Additional Information

Additional system and operating information is posted on the 'Procurement Opportunities' page of Wave Transit's website under Transit Management Services RFP Documents (<https://www.wavetransit.com/procurement/>):

8.0 SCOPE OF WORK

Wave Transit received approval for a system restructure in September 2024. There are 66 new bus stops in the system in advance of the service launch.

The successful bidder would be responsible for:

1. Pick up of materials at the Wave Transit Operations Facility at 1480 Castle Hayne Rd, Wilmington, NC 28401
2. Installation of bus stop posts and sign, See section 8.2.1, 8.2.2, and 8.2.3, and 8.2.4 for details on the install locations. This needs to occur in the latter half of December or at the beginning of January 2025 and **MUST BE COMPLETED** prior to the service change implementation on January 5, 2025.
3. All installed posts and signs would be bagged since the stops are not yet active (see 8.2.2, 8.2.3, and 8.2.4)

Wave Transit will be responsible for contacting North Carolina 811 to confirm there are no utility conflicts with the new stop placements. Any required tools would not be provided, so the Bidder must have their own on hand.

8.1 Materials Count

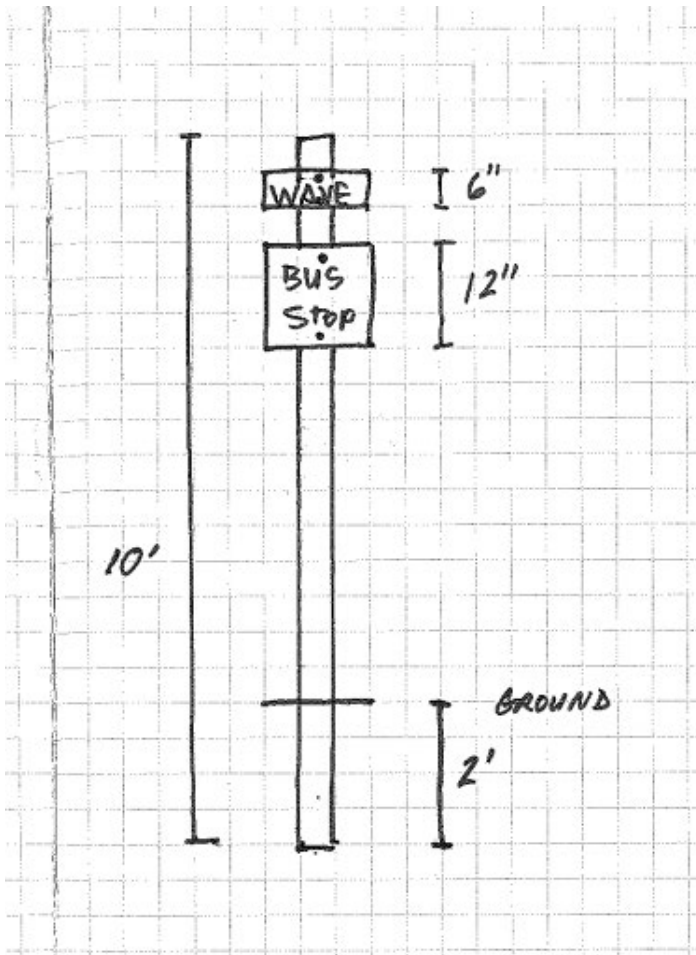
- Bus stop square posts, 14-gauge, 10'x2"x2" (66)
- Bus stop signs, large (66), 12 x 18
- Bus stop signs, small (66), 6 x 12
- Bus stop bags and ties (66)
- Bus stop hardware for installation (assorted nuts and bolts)

8.2 Additional Information

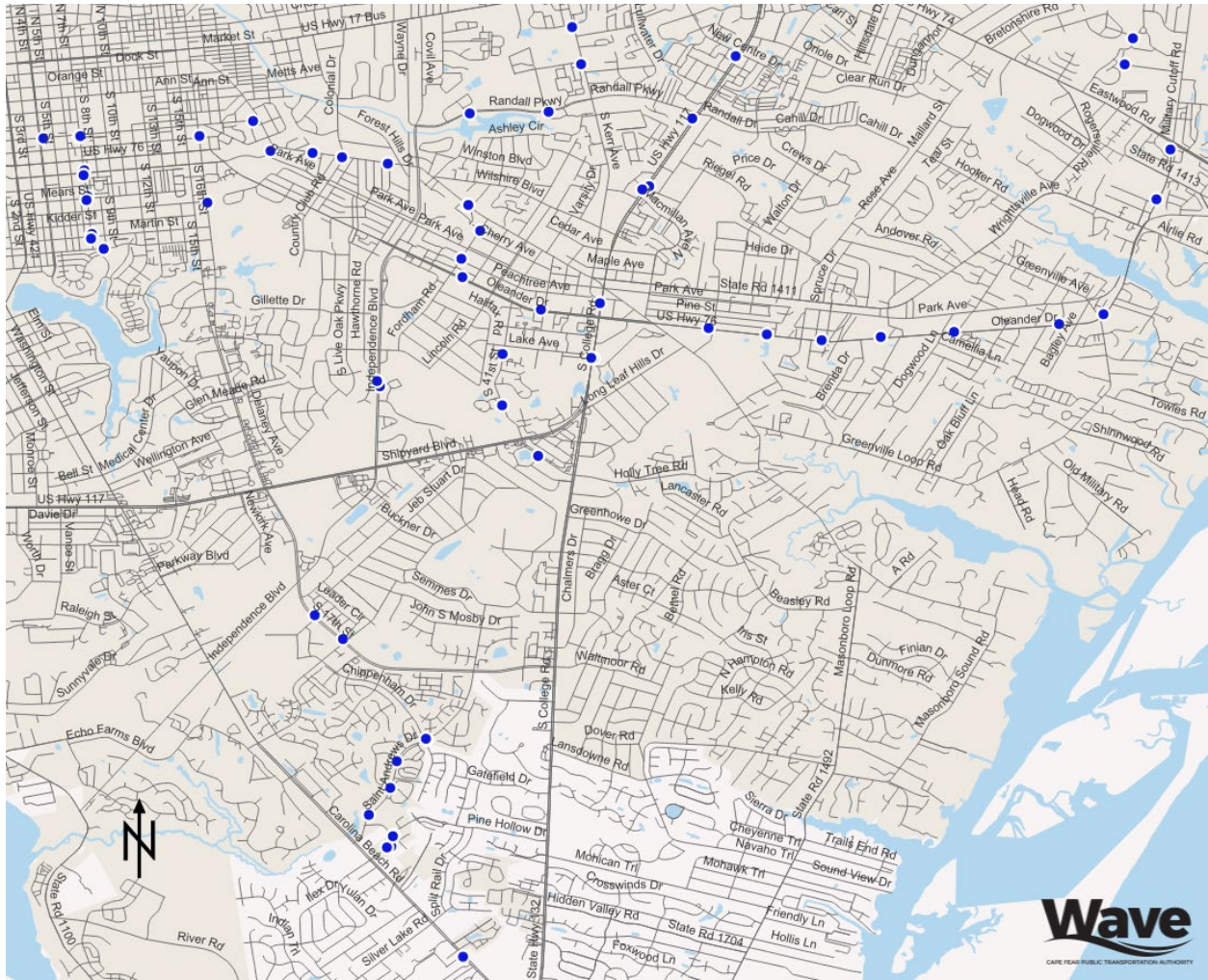
- 8.2.1 Wave Transit Bus Stop Pole Installation Guide
- 8.2.2 Additional Stop Placement Map
- 8.2.3 Link to Google maps for detailed placements
- 8.2.4 List of Wave Transit Additional Stops

8.2.1 Wave Transit Bus Stop Installation Guide

1. No Dig will have already approved the stop locations so that there will not be any utility concerns during the installation.
2. Each bus stop post needs to be seated approximately two feet into the ground.
3. A post-hole digger may be most appropriate.
4. A ladder may be beneficial.
5. The larger sign goes below the smaller blade.
6. Each Post will have a designated larger sign specific to that stop with the labels already in place.
7. Blade installed up top.
8. Diagram below not to scale.



8.2.2 Additional Stop Placement Map



8.2.3 Google Link Map With Detailed Locations

[Wave Transit New Bus Stops - Google My Maps](#)

8.2.4 Bus Stop List

Number	Stop Code	Name	Latitude	Longitude	Routes	
1	1147	College Rd NB at Hurst Dr	34.22342594	-77.8817857	107	109
2	1148	College Rd SB at Hoggard Dr	34.2231135	-77.88247043	107	109
3	1152	College Rd SB at Kerr Ave	34.21180055	-77.88668922	107	109
4	1166	College Rd SB at Randall Pkwy	34.23016469	-77.87749732	107	109
5	1172	College Rd SB at New Centre Dr	34.236361	-77.8731785	107	109
6	1315	New Centre Dr NB at Buick/GMC	34.23752157	-77.87436552	107	109
7	1317	New Centre Dr NB at Wilmington Executive Center	34.23924601	-77.87664227	107	109
8	1323	New Centre Dr NB at Sigmon Rd	34.24211727	-77.87825733	107	109
9	1428	Kerr Ave SB at Cinema Dr	34.23924964	-77.88945619	105	
10	1432	Kerr Ave SB at Emerson St	34.23555934	-77.88856297	105	
11	1484	Randall Pkwy EB at Marlboro St	34.23083088	-77.89179463	105	
12	1486	Randall Pkwy EB at Brailsford Dr	34.23066601	-77.89964088	105	
13	1667	Wrightsville Ave WB at Bryan Ave	34.22156304	-77.89978317	206	
14	1668	Wrightsville Ave EB at Bryan Ave	34.22152589	-77.89989247	206	
15	1672	Wrightsville Ave EB at Princeton Dr	34.22567317	-77.90779515	105	206
16	1674	Wrightsville Ave EB at Spofford Cir	34.22674002	-77.91528499	105	206
17	1676	Wrightsville Ave EB at Country Club Rd	34.22631315	-77.9123519	105	206
18	1711	Oleander Dr WB at Greenville Lp Rd	34.21070438	-77.83657831	206	
19	1713	Oleander Dr WB at Giles Ave	34.20973046	-77.84099602	206	
20	1717	Oleander Dr WB at Hinton Ave	34.20895108	-77.85144715	206	
21	1723	Oleander Dr WB at Hawthorne Dr	34.20812	-77.86462781	206	
22	1725	Oleander Dr WB at 51st St	34.2087035	-77.87007776	206	
23	1727	Oleander Dr WB at Wallace Ave	34.2093289	-77.87587601	206	
24	1742	Military Cutoff Rd SB at Westbrook Ave	34.22212923	-77.83130443	206	
25	1744	Military Cutoff Rd SB at Eastwood Rd	34.22707845	-77.82991779	206	
26	1762	Town Center Dr SB at Brevard Dr	34.23813213	-77.83364782	206	
27	1764	Parker Farm Dr EB at Cavalier Dr	34.23554158	-77.83446965	206	
28	2516	Greenfield St EB at 11th St	34.21766634	-77.93387813	205	210
29	2518	Greenfield St EB at Lake Branch Dr	34.21720541	-77.93606674	205	210
30	2537	17th St NB at Marstellar St	34.2218001	-77.92575173	105	
31	2614	Castle St EB at 5th Ave	34.2281918	-77.94207604	205	210
32	2626	Castle St EB at Wrightsville Ave	34.22991089	-77.92120273	105	
33	2633	17th St NB at Queen St	34.22841831	-77.92653951	105	
34	2648	Dawson St EB at Wrightsville Ave	34.22694321	-77.91946659	206	
35	2671	8th St NB at Castle St	34.22834072	-77.93852298	205	210
36	2672	8th St SB at Castle St	34.22841165	-77.93839491	205	210

37	2673	8th St NB at Dawson St	34.22501761	-77.9379962	205	210
38	2674	8th St SB at Dawson St	34.22452391	-77.93807122	205	210
39	2675	8th St NB at Martin St	34.21868405	-77.93724044	205	210
40	2676	8th St SB at Martin St	34.21822489	-77.93733064	205	210
41	2677	8th St NB at Meares St	34.22244168	-77.93768691	205	210
42	2678	8th St SB at Meares St	34.22205522	-77.93778012	205	210
43	3114	Carolina Beach Rd SB at Archmil Wy	34.14683713	-77.90031013	201	210
44	3452	St Andrews Dr SB at Hunting Ridge Rd	34.16094097	-77.9096836	210	
45	3454	St Andrews Dr SB at St Andrews Pl - North	34.1636222	-77.9075508	210	
46	3456	St Andrews Dr SB at Crosswinds Apartments	34.1662739	-77.90690602	210	
47	3457	St Andrews Dr NB at Chippenham Dr	34.16842641	-77.9038943	210	
48	3458	St Andrews Dr SB at Chippenham Dr	34.16850554	-77.90400332	210	
49	3461	Sikes Dr NB at Pine Hollow Dr	34.15892364	-77.9071903	210	
50	3462	Sikes Dr SB at Pine Hollow Dr	34.1588177	-77.90729082	210	
51	3463	Matteo Dr WB at Belle Meade Apartments	34.15770384	-77.907885	210	
52	3464	Matteo Dr EB at Belle Meade Apartments	34.15781219	-77.90744484	210	
53	4147	College Rd NB at Lake Ave	34.2063213	-77.88729501	107	
54	4148	College Rd SB at Lake Ave	34.20636817	-77.887554	107	
55	5117	17th St NB at George Anderson Dr	34.17841869	-77.91226054	210	
56	5125	17th St NB at Gallery Park Blvd	34.18078545	-77.91506421	210	
57	5517	Independence Blvd NB at Midtown Wy	34.20354347	-77.90858136	106	
58	5518	Independence Blvd SB at Sterling Pl	34.20406421	-77.90886835	106	
59	5611	Oleander Dr WB at 42nd St	34.21116992	-77.8925599	206	
60	5615	Oleander Dr WB at Adirondack Wy	34.20844661	-77.85874255	206	
61	5617	Oleander Dr WB at Floral Pkwy	34.2143937	-77.90037267	206	
62	5714	41st St SB at Brightmore of Wilmington	34.20165121	-77.89642092	109	
63	5716	41st St SB at Lake Ave	34.20675198	-77.89637158	109	
64	5724	Holly Tree Rd SB at Red Bird Rd	34.19662431	-77.89283448	107	
65	5823	Floral Pkwy NB at Peachtree Ave	34.21621678	-77.90047757	206	
66	5825	Floral Pkwy NB at Garden Ave	34.21900279	-77.89860362	206	

9.0

ESTIMATED TIMELINE

RFP advertised	November 6, 2024
Pre-Proposal Meeting (via Microsoft Teams only)	November 15, 2024
Final questions due (by 4:00pm EDT)	November 22, 2024
Final addendum, if necessary	November 25, 2024
Proposals due	December 4, 2024
Anticipated notice of award	December 6, 2024
Contract commencement	To be determined

10.0 SPECIFICATIONS & INSTRUCTIONS TO PROPOSERS

10.1 General

It is the intent of this request to obtain proposals for transit management services in accordance with the requirements of this solicitation, Federal, State, and local ordinances and any other jurisdictional compliance. A copy of the proposal must be submitted electronically in an Adobe Acrobat PDF to the Authority via email to: jdodson@wavetransit.com or delivered to 1480 Castle Hayne Rd, Wilmington, NC 28401.

10.2 Proposer Qualifications

By responding to this RFP, proposer warrants and assures that the firm or individual is qualified to meet the scope outlined herein. Proposer warrants that employees who participate in this project will be compensated in accordance with the law.

10.3 Late Proposals Not Considered

Responses to this RFP received after the stipulated bid opening date and time will not be considered.

10.4 Award

Award shall be made to the firm or individual that is determined by the Authority to be most qualified and cost effective to undertake the project. Once a firm or individual has been determined to be most qualified and cost effective, the Authority will determine whether to enter into a contract with the selected firm.

10.5 Determination of Award

Initial evaluation of submittals will be judged using the following criteria. Selected firms may be requested to make a presentation to the Authority and any costs associated with presentations will be exclusively borne by the proposing firm.

Qualifications, experience, and proposed approach of firm	45 points
Cost and value	35 points
Client references	10 points
DBE Considerations	10 points
Total	100 points

10.6 Invoicing

Monthly invoicing for work completed through the last day of the preceding month should be presented to the Authority for payment no later than the 10th day of the month. Reimbursement will not be remitted for work in process or incomplete. Advance payment is not authorized.

10.7 Proposal Contents and Submissions

Submitted proposals must include the required items and follow the format outlined below. Instructions for each section are provided. There is no limitation on proposal size; however, the Authority strongly recommends firms be as complete and concise as possible minimizing extraneous materials that are not directly relevant to this RFP process. Graphic illustrations may be included in the proposal. Brochures and other promotional materials may not be substituted for submitting the

requested forms or information. The forms supplied, or identical format, shall be used to provide a uniform response to the information requested. Proposals that do not follow the listed format or fail to include the required material may be removed from consideration. Proposals may be submitted in electronic Adobe Acrobat PDF or submitted via paper, but all must be received prior to the deadline.

Each of the following items must be included in each submitted proposal in sufficient detail to enable the Authority to make a determination as to the responsiveness of the proposer. Please make certain that all items are completed and labeled as instructed. Material submitted with a proposal will not be returned:

10.7.1 Cover Letter

On company letterhead, briefly introduce the firm. List the contents of the proposal, i.e., exhibits and any optional items by title. Do not list promotional material. Provide the name of a contact person(s) with email address and telephone number. The Authority will only correspond with the contact person(s) designated in the cover letter. The letter must be signed by an individual authorized to commit the firm's personnel and financial resources to the project and to execute legal documents on behalf of the firm. Please no more than twenty (20) pages in length.

10.7.2 Executive Summary

An Executive Summary of no more than five (3) pages in length is required. The Executive Summary will not require a specific set of submission guidelines but should provide a brief overview of all relevant items that are of interest to the Authority.

10.7.3 History of Company

Please provide a very brief history of the firm, describing experience, size, and location(s). Specifically list any clients and/or experience in North Carolina and the southeast United States.

10.7.4 Lobbying Certification (Attachment A)

10.7.5 Certificate of Debarment & Suspension (Attachment B)

10.7.6 Cost Sheet (Attachment C)

10.7.7 Acknowledgement of Addenda (Attachment D)

10.7.8 Legal Status & Evidence of Authority (Attachment E)

10.7.9 Financial Capacity & Guaranty (Attachment F)

10.7.10 North Carolina E-Verify Status (Attachment G)

10.7.11 Disadvantaged Business Enterprise (Attachment H)

10.7.12 Proposal Submission Form (Attachment I)

Failure to submit any of the required submissions will be considered non-responsive to the RFP and the proposer will not be considered for award.

10.8 Addenda

The Authority shall not be responsible for any oral instructions made by employees or officers of the Authority in regard to the RFP. Any changes to the RFP will be in the form of an Addendum, which will be mailed or delivered electronically to all bidders who are listed with the Authority as having received the invitation of any other bidder who requests an Addendum.

10.9 Taxes

The Cape Fear Public Transportation Authority is exempt from and will not pay federal taxes where applicable. An exemption certificate will be furnished upon request. North Carolina and local sales tax shall be shown as a separate item. Sales tax will not be a consideration in the award.

11.0 REQUIRED CLAUSES

11.1 General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (21), dated October 1, 2014, FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R part 1201, dated December 19, 2014, will supersede and apply in lieu of U.S. DOT's common grant rules, 49 C.F.R. parts 18 and 19, State and Local Governments and Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and any subsequent amendments or revisions thereto.

THE FOLLOWING MAY BE USED SYNONYMOUSLY:

"BIDDER" AND "CONTRACTOR"

"PURCHASER" AND "OWNER"

"RECIPIENT" AND "AUTHORITY"

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

11.2 No Federal Government Commitment or Liability to Third Parties

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

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

11.3 Ethics & Conflict of Interest

11.3.1 Code or Standards of Conduct

At a minimum, the Authority agrees to, and assures that its Subrecipients will, establish and maintain a written Code or Standards of Conduct that:

11.3.1.1 Applicability

Applies to the individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest:

- (a) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any Third-Party agreement,
- (b) The immediate family members or partners of those listed in Section 3.a(1)(a) of the Master Agreement, and
- (c) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed in Sections 3.a(1)(a) and (b) of the Master Agreement,

11.3.1.2 Prohibitions

Prohibits those individuals listed above in Section 3.a(1) of the Master Agreement from the following:

- (a) Third-party Agreements: Engaging in any activities involving the Recipient or any of its Subrecipients' present or potential Third-party Participants at any tier, including selection, award, or administration of a Third-Party agreement in which the individual has a present or potential financial or other significant interest, and
- (b) Gift Acceptance: Accepting a gratuity, favor, or anything of monetary value from a present or potential Third-party Participant in the Recipient's Underlying Project, unless the gift is unsolicited, and has an insubstantial financial or nominal intrinsic value, and

11.3.1.3 Violations

As permitted by State or local law or regulations, the Recipient or its Subrecipients' Code or Standards of Conduct will establish penalties, sanction, or other disciplinary actions for violations that apply to:

- (a) Those individuals listed in section 3.a(1) of the Master Agreement, and
- (b) The Recipient or Subrecipient's Third-party Participants,

11.3.2 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.

11.4 Debarment and Suspension

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945. The Contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

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

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

The Procuring Agency agrees and assures that its Third-Party Contractors and lessees will review the "System for Award Management" at <https://www.sam.gov/> before entering into any sub-agreement, lease or Third-Party contract.

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

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

The requisite "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction" is included as ATTACHMENT B and must be executed for contracts of \$100,000 or more and prior to the award of the contract.

11.5 Bonus or Commission

The Authority affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal funding for this Project.

11.6 Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.

11.7 Program Fraud and False or Fraudulent Statements or Related Acts

11.7.1 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to 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 be applicable, the Contractor further 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 on the Contractor to the extent the Federal Government deems appropriate.

11.7.2 The Contractor also acknowledges that if it makes, or causes to be made, 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

11.7.3 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 will not be modified, except to identify the subcontractor who will be subject to the provisions.

11.8 Record Retention and Access to Records and Reports

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

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5310, 5311, 5316, or 5317.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

11.9 Changes to Federal Requirements and Guidance

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

FTA's new authorizing legislation, MAP-21 made significant changes to FTA's public transportation programs. FTA has determined that:

MAP-21 requirements apply to:

- a. New grants and cooperative agreements for which FTA awarded FY 2013 or a later fiscal year funds appropriated or made available to carry out MAP-21 programs,
- b. Amendments to existing grants and cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs, and

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

11.10 Termination or Cancellation of Contract

The Authority, by written notice, may terminate any contract arising from this solicitation, in whole or in part, unilaterally, without cause. If this contract is terminated, the authority will be liable only for payment under the payment provisions of this contract or services rendered before the effective date of termination.

The Authority may terminate this contract in whole or in part, for the Authority’s convenience or because of the failure of the Contractor to fulfill the contract obligations. The Authority will terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor will

- (1) Immediately discontinue all services affected (unless the notice directs otherwise), and
- (2) Deliver to the Authority all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Authority, the Authority may make an equitable adjustment in the contract price but will allow no anticipated profit on unperformed services.

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

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

11.11 Contracting with Disadvantaged Business Enterprises

11.11.1 This contract is subject to the requirements of U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. Part 26 [U.S. DOT published final rule, “Disadvantaged Business Enterprise: Program Improvements,” 49 C.F.R. Part 26, on January 28, 2011 (see 76 Fed. Reg. 5083)], and Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, Pub. L. 111-147, March 18, 2010, 23 U.S.C. § 101 note. The Authority has an FTA approved DBE goal For FY22-FY24 of 1.13% with .57% achieved through race-conscious measures.

11.11.2 The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach

of this contract, which may result in the termination of this contract or such other remedy as the Procuring Agency deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- 11.11.3** The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- 11.11.4** The Authority currently has an agreement with the NC Department of Transportation authorizing the Department to serve as the Unified Certification Program (UCP) authorizing agency for the Authority. To count toward the DBE goal, all DBE Contractors and subcontractors must be certified with NCDOT.
- 11.11.5** Good faith efforts must be identified if the proposer cannot meet the Authority's adopted DBE goal. Bidders/offerors are required to document and submit with its original bid sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. No additional DBE information or evidence to meet good faith efforts will be accepted following opening of the bids. Should the DBE participation or good faith efforts to meet DBE participation be inadequate, the bid will be deemed non-responsive and not considered for award. Award of this contract is conditioned on submission of the following concurrent with and accompanying a sealed bid (Attachment H).
1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment; or
 6. If the overall goal is not met, evidence of good faith efforts to do so.
- Bidders/Offerors must present the information required above as a matter of responsiveness (see 49 CFR 26.53(3)).
- 11.11.6** 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.
- 11.11.7** The Contractor must promptly notify the Authority whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Authority.
- 11.11.8** DBE reporting is required with each pay application. Failure to report DBE compliance and progress will delay pay application consideration and could affect payment.

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

11.11.10 The successful bidder/offeror will be required to report its DBE participation obtained. 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 Authority. In addition, the Contractor 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.

11.12 Breaches and Dispute Resolution

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

If it is later determined by the Authority 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 Authority, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

If the Contractor fails to remedy to the Authority'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 Authority setting forth the nature of said breach or default, The Authority shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If there is credible evidence that a Third-Party Participant (Contractor) has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Federal funding, notification of FTA is required.

If a legal matter as described above emerges, the Authority must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or FTA Regional Counsel for the Region in which the Recipient is located and the NCDOT.

- 11.12.1** Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties will be decided in writing by the authorized representative of Authority's Executive Director. This decision will be final and conclusive unless within 10 days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director will be binding upon the Contractor and the Contractor will abide by the decision.
- 11.12.2** Performance During Dispute - Unless otherwise directed by the Authority's Contractor will continue performance under this Contract while matters in dispute are being resolved.
- 11.12.3** 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 will be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 11.12.4** Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority 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 Authority is located.
- 11.12.5** Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder will 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 Authority or Contractor will constitute a waiver of any right or duty afforded any of them under the Contract, nor will 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.

11.13 Civil Rights

11.13.1 Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. The third-party Contractor and all lower tiers will comply with all provisions of FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", dated October 01, 2012. A copy of the Authority Title VI Policy is available at: https://www.wavetransit.com/wp-content/uploads/2023/10/Title-VI-Program_2023Rev-10.19.2023.pdf

11.13.2 Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract: Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action will 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.

11.13.3 Nondiscrimination on the Basis of Age

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

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625.

11.13.4 Nondiscrimination on the Basis of Sex

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

11.13.5 Access for Individuals with Disabilities

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

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

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

11.13.6 Access to Services for Persons with Limited English Proficiency

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

11.13.7 Environmental Justice

The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.

11.13.8 Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections

To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any amendments to these laws.

11.13.9 Other Nondiscrimination Statutes

The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this Contract.

11.13.10 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.

11.13.11 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.

11.14 Protest Procedures

To ensure that protests are received and processed effectively the Authority will provide written bid protest procedures upon request. All protest requests and decisions must be in writing within 5 days from the Authority announcing the award. The procedure will be as follows:

1. Within 5 days of announcement of award, a written statement is delivered to the Authority outlining the reason for the protest.
2. The Authority, upon request of the protesting party, may review the protest with the protester. Follow-up phone conversations and/or meeting may be requested.
3. The Authority Executive Director informs the Authority Attorney that a formal protest has been received in the form of a written memo along with a copy of the protest letter.
4. The Executive Director, Finance Director and Attorney (Protest Committee) will review the protest and justification for the award.
5. The Protest Committee makes a determination concerning the protest after a complete review of the data and interviews with the protester. The protester is notified, in writing, of the decision of the committee.
6. Should the Protest Committee deny the protest, the protester may file for an appeal by the Authority. The appeal must be in writing and filed with the Executive Committee within 10 working days of the denial. Reviews of protests by the Authority will be limited to the Authority's failure to have or follow its protest procedures, or its failure to review a complaint or protest.
7. The protester may appear before Authority and state the reason for the protest.
8. The decision of the Authority is final. However, the protester may have other remedies such as an appeal to the NCDOT or the FTA, if State and/or Federal funds are included in the purchase. Other legal remedies, such as the court system, are also available to the protester should a protest be denied.

11.14.1 Protest Procedures for Items Purchased with FTA and/or NCDOT Grants

Bids may be protested to FTA only after all administrative remedies on the local level have been exhausted (see above). Only projects that include FTA funding are appealable to the FTA. Prior to the bid opening date, a potential bidder may protest to the FTA the Authority's determination on the vendors request for approved equal, or clarification of the specifications. All protests concerning the bid language or the evaluation procedure must be filed before this date. Such a protest must be in writing and received by the FTA Regional Office prior to the bid opening. A vendor must inform the procuring agency that it is seeking an FTA review. The protest may only deal with a matter previously protested to the Authority. Protests concerning the bid language or the evaluation procedure must be filed prior to the bid opening.

Following the bid opening, but prior to bid award, a bidder may only file a protest with the Authority concerning a violation of Federal Law, or failure of the Authority to follow the procedures outlined in these specifications. Such a protest must be in writing and must be received by the Authority not later than 5 days after the Authority has received bids. Following the answer to the protest by the Authority, the bidder may protest the Authority's decision to FTA. Such a protest must be in writing and received by the FTA Regional Office not later than 5 federal working days after the Procuring Agency answered the protest. The protest procedure contained in FTA circular 4220.1F will govern FTA's consideration of a protest.

Bids may be protested to NCDOT only after all administrative remedies on the local level have been exhausted (see above). Only projects that include NCDOT funding are appealable to NCDOT. All protest and decisions must be in writing. Reviews of protests by NCDOT will be limited to the Authority's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to NCDOT must be received by NCDOT within three (3) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

11.15 Purchases Using Federal Transit Funds

The Authority's purchasing procedures for all purchases which are paid for with FTA funds will comply with the latest revision of FTA circular FTA C 4220.1F, Third-Party Contracting Requirements (attached), the U. S. DOT purchase requirements (attached), Federal Transit Administration, BEST PRACTICES PROCUREMENT MANUAL, and will include all required contract clauses as indicated in the attached Federal Transit Administration, Required Contract Clauses. The purchases will comply with the latest revision of these documents and/or any other requirements subsequently passed by the FTA, USDOT or other applicable Federal agencies. It is the responsibility of the requisitioner to notify Purchasing that federal funds are being used for the purchase or contract.

11.16 Incorporation of Federal Transit Administration (FTA) Terms

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

11.17 Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Authority 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 will make no claim of any kind or nature against the Authority or its agents who are involved in the delivery or processing of Contractor goods to the Authority. The representation and warranty in the preceding sentence will survive the termination or expiration of this contract.

11.18 N.C.G.S. § 133-32 Gifts and Favors Regulated

The Contractor agrees to comply with N.C.G.S. § 133-32 which states: (a) it shall be unlawful for any Contractor, subcontractor, or supplier who: (1) has a contract with a governmental agency; or (2) Has performed under such a contract within the past year; or (3) anticipates bidding on such a contract in the future to make gifts or to give favors to any officer or employee of a governmental agency who is charged with the duty of: (1) preparing plans, specifications, or estimates for public contract; or (2) awarding or administering public contracts; or (3) inspecting or supervising construction. It shall also be unlawful for any officer or employee of a governmental agency who is charged with the duty of: (1) preparing plans, specifications, or estimates for public contracts; or (2) awarding or administering public contracts; or (3) inspecting or supervising construction willfully to receive or accept any such gift or favor. (b) A violation of subsection (a) shall be a Class 1 misdemeanor. (c) Gifts or favors made unlawful by this section shall not be allowed as a deduction for North Carolina tax purposes by any Contractor, subcontractor or supplier or officers or employees thereof.

This section is not intended to prevent a gift a public servant would be permitted to accept under G.S. 138A-32, or the gift and receipt of honorariums for participating in meetings, advertising items or souvenirs of nominal value, or meals furnished at banquets. This section is not intended to prevent any Contractor, subcontractor, or supplier from making donations to professional organizations to defray meeting expenses where governmental employees are members of such professional organizations, nor is it intended to prevent governmental employees who are members of professional organizations from participation in all scheduled meeting functions available to all members of the professional organization attending the meeting. This section is also not intended to prohibit customary gifts or favors between employees or officers and their friends and relatives or the friends and relatives of their spouses, minor children, or members of their household where it is clear that it is that relationship rather than the business of the individual concerned which is the motivating factor for the gift or favor. However, all such gifts knowingly made or received are required to be reported by the donee to the agency head if the gifts are made by a Contractor, subcontractor, or supplier doing business directly or indirectly with the governmental agency employing the recipient of such a gift. (1981, c. 764, s. 1; 1987, c. 399, s. 1; 1993, c. 539, s. 970; 1994, Ex. Sess., c. 24, s. 14(c); 2007-348, s. 18.)

11.19 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 qualifications, solicitation, grant application, form, notification, press

release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, 20.519, 20.521, 20.525, and 20.526. Federal funding assistance up to eighty (80%) percent may be provided.

11.20 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.

11.21 State and Local Disclaimer

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

11.22 Metric System

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

11.23 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 using exclusionary or discriminatory specifications or requirements.

11.24 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. § 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.

11.25 NC E-Verify Requirements

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

26(a)) relating to the E-Verify requirements by executing and submitting the E-Verify Affidavit included in this Invitation for Bids as Attachment E.

11.26 Insurance Information

The amount of insurance to be provided for all coverage listed under this section shall be not less than \$1,000,000.00, unless otherwise specified, per occurrence for claims arising from bodily injury and/or property damage, including accidental death which may arise directly or indirectly from proposer's performance of professional services under this contract. Proposer shall be responsible for any liability directly or indirectly arising out of professional services performed under this contract by a subcontractor which liability is not covered by the subcontractor's insurance. Proposer shall maintain during the life of this contract Workers' Compensation and shall provide Employer's Liability Insurance covering all of Proposer's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of \$500,000/500,000/500,000 applicable to claims due to bodily injury by accident or disease. Proposer shall maintain during the life of this contract Commercial General Liability Insurance. The Authority shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence.

11.27 Notification to FTA and USDOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

11.28 Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that users covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph(1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

3. See Public Law 115232, section 889 for additional information.

4. See also §200.471.

ATTACHMENT A

**LOBBYING CERTIFICATION
CERTIFICATION REGARDING LOBBYING**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipient 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.

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

corporate seal

_____, 20_____
Date

Notary Public _____

My Appointment Expires _____

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

_____ and the County of _____

ATTACHMENT B

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

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

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

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT C

ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the bid. Failure to acknowledge receipt of all addenda may cause the bid to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Name of Proposer

Address

City, State, Zip

Signature of Authorized Official

Date

ATTACHMENT D

LEGAL STATUS & EVIDENCE OF AUTHORITY

_____ is a _____ and meets the legal requirements
name of firm type of firm

required by the State of North Carolina to conduct business in the state. (If the proposer is a corporation, it must furnish a certificate attesting to its corporate existence).

_____ is hereby authorized by _____ to sign
name of authorized agent name of firm

contracts, documents and other items on behalf of _____ relating to the submitted.
name of firm

Typed or Printed Name of Certifying Official
Chief Executive Officer or President of Firm

Signature of Certifying Official
Chief Executive Officer or President of Firm

corporate seal

Date

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the State and County aforesaid, certify that

_____ personally came before me this day and acknowledged that he/she is
name of certifying official

_____ of _____, and that by Authority duly given the foregoing
title of certifying official name of company

instrument was signed in its name by sealed with its corporate seal and attested by him/herself as its

Title of certifying official

Witness my hand and official seal, this the ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

ATTACHMENT E

**FINANCIAL CAPACTIY CERTIFICATION AND GUARANTY
Transit Management Services**

To be considered responsive to this solicitation, proposing firms must complete this required form to certify that they have sufficient short- and long-term financial stability to complete the obligations of a contract resulting from this solicitation. Short-listed firms will be required to demonstrate short- and long-term viability by providing detailed information on financial capacity and strength. The evaluation of financial viability is necessary to protect the Authority from risk of default by a selected Company due to financial instability or insolvency. Evidence of financial viability will be required of parent companies serving as guarantors, joint venture participants, and subcontractors providing more than fifteen percent (15%) of the proposed services, as applicable. Various analytical techniques will be used to assess the financial strength and stability of each Company, focusing on profitability, solvency, and efficiency. Other factors that may impact the financial position of a Company, or which provide additional evidence of the financial strength of a Company, may also be assessed. These factors include years of experience in providing similar services, and demonstration of the ability to obtain sufficient levels of liability and property damage insurance. Relevant information regarding recent litigation and bankruptcy filings, which may materially affect a Company's financial position, will be examined. The Authority will review the submitted information and make a determination as to whether a shortlisted Company has sufficiently demonstrated financial stability. Shortlisted firms that do not sufficiently demonstrate financial stability will be removed from further consideration.

CERTIFICATION AND GUARANTY

In submitting a proposal to this RFP, the undersigned hereby acknowledges, certifies, and guarantees that the proposing firm and its guarantors, joint venture participants, and subcontractors, as applicable, have sufficient short- and long-term financial stability to complete the obligations of a contract resulting from this solicitation.

The undersigned further certifies that if this certification is false, such false certification will constitute grounds for the Authority to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.

Company Representative (signed): _____

Company Representative (printed): _____

ATTACHMENT F

North Carolina E-Verify Status

STATE OF NORTH CAROLINA

COUNTY OF _____

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

(To be submitted with all bids)

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

and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year. Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20____.

Signature of Affiant

Printed Name and Title

State of

County of

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


Notary Public _____

(SEAL)

My Appointment Expires _____

ATTACHMENT G

Disadvantaged Business Enterprise Submittal

 LISTING OF DBE SUBCONTRACTORS AND COMMITMENT ITEMS				
FIRM NAME AND ADDRESS	ITEM NO.	ITEM DESCRIPTION	AGREED UPON UNIT PRICE (*)	DOLLAR VOLUME OF SUBLET ITEM
AGENCY <u>Cape Fear Public Transportation Authority</u> CONTRACTOR _____				
(*) The Dollar Volume shown in his column shall be the actual price agreed upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine percentage of total contract bid price.		Dollar Value of DBE Subcontractor MUST HAVE ENTRY EVEN IF FIGURE TO BE ENTERED IS ZERO	\$	
		Percentage of Total Contract Bid Price		%

ATTACHMENT H (cont.)

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

NAME OF BIDDER: _____

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Cape Fear Public Transportation Authority:

Name of MBE/WBE/DBE Subcontractor _____

Address _____

City _____ **State** _____ **Zip** _____

Please check all that apply:

Minority Business Enterprise (MBE) _____

Women Business Enterprise (WBE) _____

Disadvantaged Business Enterprise (DBE) _____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount \$ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor

Name of Bidder

Signature / Title

Signature / Title

Date

Date

ATTACHMENT H (cont.)

**CAPE FEAR PUBLIC TRANSPORTATION AUTHORITY
DBE GOOD FAITH EFFORT DOCUMENTATION**

The intent of this form is to document the good faith effort attempts made by bidders and proposers in soliciting DBE firms to meet the DBE project goal. Please note that the project goal will not be waived, and the Contractor must make efforts to achieve the goal throughout the life of the contract.

IMPORTANT - THIS FORM MUST BE COMPLETED AND SUBMITTED WITH SEALED BID OR PROPOSAL ONLY IF BIDDER/PROPOSER CAN NOT MEET THE ESTABLISHED DBE GOAL FOR THE PROJECT. ONLY FIRMS CERTIFIED BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ARE CONSIDERED ELIGIBLE DBE FIRMS. THIS FORM MUST CONTAIN ADEQUATE INFORMATION TO VERIFY THAT THE BIDDER/PROPOSER MADE THE REQUIRED GOOD FAITH EFFORT TO RECRUIT MINORITY BUSINESSES. NO ADDITIONAL DBE GOOD FAITH EFFORT INFORMATION WILL BE ACCEPTED FOLLOWING THE OPENING OF BIDS. NCDOT CERTIFIED FIRMS CAN BE FOUND AT THE FOLLOWING URL: <https://www.ebs.nc.gov/VendorDirectory/default.html>

Date Submitted: _____ Wave Project Number: _____

Contractor Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Telephone Number: _____

Email Address: _____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Bidder/Authorized Representative Signature

Title

Date

Work Type Number	Description of Work, Service or Material	DBE Firm Name			
Contact Name (First and Last)		Contact Date	Contact Method	Contact Results	Bid Amount
1.					
2.					
3.					
Comments:					
Work Type Number	Description of Work, Service or Material	DBE Firm Name			
Contact Name (First and Last)		Contact Date	Contact Method	Contact Results	Bid Amount
1.					
2.					
3.					
Comments:					
Work Type Number	Description of Work, Service or Material	DBE Firm Name			
Contact Name (First and Last)		Contact Date	Contact Method	Contact Results	Bid Amount
1.					
2.					
3.					
Comments:					

ATTACHMENT H (cont.) EXAMPLES OF GOOD FAITH EFFORT DOCUMENTATION

The following is a list of types of actions a bidder should take when documenting good faith efforts. This list is not intended to be exclusive or exhaustive, nor are all the actions mandatory. Other factors or types of efforts may be relevant in appropriate cases.

SOLICITATION /ADVERTISEMENT EFFORTS - should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The bidder should ensure that the requests are made within sufficient time to allow DBE firms to respond. The Contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

NEGOTIATION EFFORTS - should include your efforts to make a portion of the project work available consistent with the availability and capabilities of DBE firms in order to facilitate DBE participation. Bidders/proposers are encouraged to break out contract work items into smaller economically feasible subcontracts to ensure DBE participation. As a part of negotiation bidders/proposers should make plans/specifications available to DBE firms which have shown an interest in participating. When negotiating with DBE firms a Contractor should use good business judgment by considering price and capability, as well as project goals. A Contractor is not expected to accept a price that is not reasonable and is excessive. Comparison figures should accompany the good faith effort submittal which supports the price differential.

ASSISTANCE EFFORTS - should include efforts to assist DBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplies or other project related assistance. Bidders/proposers are encouraged to assist firms with independently securing/obtaining these resources. The level of assistance should be limited to referral sources, introductions, and making initial contacts with industry representatives on the DBE firm's behalf.

ADDITIONAL EFFORTS - could include any additional efforts to utilize the services of minority/women organizations, groups; local, state and federal business offices which provides assistance in the recruitment and placement of DBE firms. Utilizing the services offered by NCDOT DBE support services for assistance with advertisement and recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

ATTACHMENT I

PROPOSAL SUBMISSION FORM

This Proposal is submitted by:

Company Legal Name: _____

Representative Printed Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____