Cape Fear Public Transportation Authority (dba Wave Transit)

Wilmington, North Carolina

Request for Proposals (RFP)
for
Transit Management Services

Issued: November 3, 2026

Proposals Due: December 14, 2026

Due Date:	**December 14, 2026**
Time:	**4:00 PM EST**
Mandatory Pre-Proposal Meeting:	**November 9, 2026**
(Microsoft Teams Only)	**at 4:00pm EST**
Email Submission Address:	**mhairr@wavetransit.com**

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Cape Fear Public Transportation Authority

Request for Proposals
TRANSIT MANAGEMENT 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), proposals for Wave Transit management services shall be sent electronically only in an Adobe Acrobat PDF to mhairr@wavetransit.com with the email subject line reading:

TRANSIT MANAGEMENT SERVICES PROPOSAL

by 4:00 p.m. EST, Monday, December 14, 2026. The Request for Proposals (RFP) and instructions for submitting 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, color, national origin, sex, age, disability, religion, or other protected status. Applicable Title VI, Americans with Disabilities Act (ADA), Disadvantaged Business Enterprises (DBE), and other civil rights requirements shall apply.

2.0 MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting is scheduled for Monday, November 9, 2026, at 4:00pm EST via Microsoft Teams only. Participation by a duly authorized company representative is required as a condition to submit a proposal for consideration in response to this RFP. To request a registration link for the Microsoft Teams meeting, please contact Mark E. Hairr, Wave Executive Director, by email at mhairr@wavetransit.com no later than Friday, November 6 at 12 noon EST. 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 posted on the Wave website at the following link: https://www.wavetransit.com/procurement/. Applicants are requested to contact the Authority's Executive Director at mhairr@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.

4.0 REQUESTS FOR ADDITIONAL INFORMATION

Firms with questions or requiring additional information may contact the Wave Executive Director at mhairr@wavetransit.com who will respond and post the information on the Wave Transit website at the following link: https://www.wavetransit.com/procurement/. 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 mhairr@wavetransit.com by 4:00 pm EST, on Tuesday, December 1, 2026. A final addendum, if necessary, will be issued by 4:00 EST pm on Friday, December 4, 2026.

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 local, state and federal regulations. The Authority intends to 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 mhairr@wavetransit.com within five (5) calendar 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 11.13 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. 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.

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 may be required to be approved by the Wave Transit Board of Directors and their decision will be final.

In regard to fixed-route transit technologies, Wave Transit utilizes the following technologies with the vendor listed in paratheses: a) AVL/CAD (Connexionz LLC), b) internal and external video capture on all vehicles (Safe Fleet/Seon), c) electronic fare collection system (Genfare Odyssey fareboxes), d) maintenance software (Assetworks), and e) electronic destination bus signs (Luminator).

Wave's fiscal year 2027 budget is $17.4MM and is funded largely by Federal Transit Administration (FTA) and North Carolina Department of Transportation (NCDOT) grants. As a result, there are extensive grant

requirements Wave must comply with as a condition of receiving and maintaining grant funds. Detailed budgets for FY2025-2027 are posted on the Wave website as noted in Section 7.1.

Wave Transit operates fixed-route, paratransit, and microtransit services. Fixed-route service consists of eleven (11) 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. Currently, ADA paratransit service is operated directly by the Authority, fixed-route service is contracted out to Transdev U.S. and microtransit, branded as RideMICRO, is a pilot/demonstration program under a turnkey arrangement with a private contractor.

Wave Transit facilities include passenger transfer stations located downtown at 520 N. 3rd St. and in the northeast area of Wilmington at 505 Cando St. These stations include indoor waiting areas, customer service staffing during all days and hours of operation, and off-street bus platforms for safe and efficient passenger boarding and bus movement. A third facility is the Wave Transit Operations & Maintenance Center located at 1480 Castle Hayne Rd. which includes administrative and operations offices, bus maintenance and fueling areas, and parking and storage for all Wave Transit vehicles.

Following the implementation of the Reimagine Wave Service Improvement Plan, Wave Transit showed significant ridership growth across all services. In Fiscal Year 2026 (July 1, 2025–June 30, 2026), total ridership reached 946,766 passenger trips, representing an increase of 256,851 trips (approximately 37%) compared to Fiscal Year 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/):

A. Wave Transit Organizational Chart
B. FY2025-FY2027 Wave Transit Budgets
C. Wave Transit System Map/Schedules
D. Existing Management Contract between Authority & Transdev
E. Wave Transit FY26 Year-End Operations Report Summary
F. Wave Transit Vehicle Inventory
G. Wave Transit Public Transportation Agency Safety Plan (PTASP)

8.0 SCOPE OF WORK

The successful proposer shall provide safe, reliable, and dependable fixed-route public transportation services to customers in Wilmington and surrounding areas. Additionally, the proposer shall provide a comprehensive maintenance program for all Authority fixed-route, paratransit, and support vehicles. Maintenance responsibilities also include bus stops (cleaning and trash pickup) and Wave Transit Operations & Maintenance Center (1480 Castle Hayne Rd) first-floor breakrooms and restrooms. The remainder of facility maintenance is the responsibility of the Authority and will not be a requirement of the Contractor.

ADA paratransit service currently provided directly by the Authority through the DART program will continue as-is and will not be the responsibility of the Contractor. RideMICRO microtransit service is provided under a turnkey arrangement with a local transportation company (Daniels Tours) and will continue as-is and will not be the responsibility of the Contractor. In regard to route and service planning, this is, and will be in the future, the responsibility of the Authority.

All vehicles, equipment, buildings, and facilities used in the operation of Wave Transit are owned by the Authority. The expenses incurred in the operation of the transit system are paid by the Authority as set forth in the Management Agreement. All revenues received are deposited in Authority bank accounts. The Authority works with the NCDOT, FTA, the City of Wilmington, New Hanover County, and other funding partners to secure contracts for both operating and capital assistance. Full and part-time fixed-route employees are employed by Transit Management of Wilmington (TMW) a wholly owned subsidiary of Transdev. The Authority funds and provides retirement programs for employees of the subsidiary corporation (Cape Fear Transit Management) so the private transit management company is not currently, and will not be in the future, responsible for any aspects of this retirement program.

Fixed-route employees and maintenance personnel are represented by Amalgamated Transit Union (ATU) Local 1328. The previous Collective Bargaining Agreement (CBA) between Transdev and ATU 1328 expired on June 30, 2026 and a new agreement with a term of July 1, 2026-June 30, 2029, was ratified by the ATU membership on October 25, 2026. The successful bidder will be responsible for all facets of the CBA, as well as negotiating all contracts with the union (within funding limits set by the Authority prior to the contract expiration date) and for settlement of all labor disputes within financial and policy parameters set forth by the Authority. A transition plan should be included in the proposal in the event transit management companies change under this new contract.

The management firm shall demonstrate a proven record of effectiveness, including the successful application of industry best practices and innovative approaches, and shall apply this experience to continuously improving transit service quality, the customer experience, and operational efficiency.

A particular emphasis shall be placed on ensuring Wave Transit's full compliance with all applicable requirements, regulations, and reporting obligations established by the Authority, the North Carolina Department of Transportation (NCDOT), and the Federal Transit Administration (FTA). Areas of responsibility include, but are not limited to, safety, drug and alcohol testing, vehicle maintenance and inspections, civil rights, procurement, state of good repair, and the qualifications and training of maintenance personnel and bus operators.

The management firm shall also coordinate with the Authority to ensure continuity of existing in-house functions. For example, bus operator CDL training and permitting are currently performed by Wave Transit staff in cooperation with the North Carolina Division of Motor Vehicles (DMV).

8.1 Contract Management Team

All resident contract employees should be under the supervision of four (4) contract management employees. The identity of these contract employees must be included as part of the proposal. Changes to the corporate supervision structure must be relayed to the Authority in a reasonable matter of time following any changes to the proposed corporate management team.

The scope of this solicitation is for the engagement of two (2) senior management level resident contract employees and two (2) assistant manager level contract employees to manage the Authority's fixed-route transit and vehicle maintenance program. The employees include:

- One (1) **General Manager**, who will be responsible for all facets of the fixed-route operation as defined by the Management Agreement. The General Manager will be located at the Authority's Operations Center located at 1480 Castle Hayne Drive on a full-time basis and will serve as the primary point of contact between the Authority and the Contractor.

- One (1) **Maintenance Manager** who will be responsible for oversight of all vehicle maintenance and related functions. The Maintenance Manager will oversee vehicle repairs, inspections, inventory and other activities necessary to ensure scheduled service is met. The Maintenance Manager will ensure compliance with the Authority's State of Good Repair requirements from the FTA and/or NCDOT. The Contractor will be responsible for the repair of vehicles for the fixed-route, paratransit, and support functions of the Authority. Proposers are required to include the capability of its staff to repair vehicles in-house and identify repairs that require out-of-shop repair. The Maintenance Manager will be located at the Authority's Operations Center located at 1480 Castle Hayne Drive on a full-time basis.
- One (1) **Assistant General Manager** who will serve as the second in command for the selected Contractor, ensuring supervision is provided at times when the General Manager is not on duty. The Assistant General Manager will be located at the Authority's Operations Center located at 1480 Castle Hayne Drive on a full-time basis; and
- One (1) **Assistant Maintenance Manager** who will serve as second in command in the vehicle repair department, ensuring supervision is provided at times when the Maintenance Manager is not on duty. The Assistant Maintenance Manager will be located at the Authority's Operations Center located at 1480 Castle Hayne Drive on a full-time basis.

It is expected that the contract managers will have appropriate levels of education and experience to prepare them to successfully manage a system of the size and scale of Wave Transit. Résumés for each of the four contract management positions are required with all proposals. The four managers will be employed and paid by the Contractor. All personnel costs with the four contract management employees employed by the Contractor will be the sole and exclusive responsibility of the Contractor.

The Contractor will not be paid for any periods in which any of the four contract employee positions are vacant for a period exceeding 30 days. This includes turnover and long-term leave by contract managers. Authority concurrence of changes to the General Manager position requires Authority approval, but not for the other three (3) positions; however, contract management changes to these positions shall be relayed to the Authority prior to making these staffing modifications.

Positions including mid-level supervisors, bus operators, and maintenance employees will be paid by the Authority through an account in the name of the Contractor. The account will be funded by the Authority.

Proposers must take into consideration the requirements of the Urban Mass Transportation Act (UMTA) of 1964, as amended, particularly Section 13(c) and any labor contract implications that may affect the proposal. The Authority is the Federal Transit Administration (FTA) designated recipient for funding to the urbanized area (UZA). The Authority is not responsible for any oversight regarding UMTA/FTA and/or labor contract issues. The management firm will manage and operate the fixed-route facet of the transit system, under the direction of the Authority as set forth in the Management Agreement. The Cape Fear Public Transportation Authority makes no claim to the §13(c) status of any employee, nor is the Authority aware of the §13(c) status of employees not covered by the collective bargaining unit (i.e., salaried supervisors, etc.). The Authority will not make any claim to the status of these employees, and it is the sole responsibility of the bidder to consult with legal counsel concerning any possible §13(c)/5333(b) issues.

9.0 ESTIMATED TIMELINE

RFP advertised	November 3, 2026
Mandatory Pre-Proposal Meeting-4pm EST (via Microsoft Teams only)	November 9, 2026
Final questions due (by 4:00pm EST)	December 1, 2026
Final addendum, if necessary	December 4, 2026
Proposals due	December 14, 2026
Anticipated notice of award	March 1, 2027
Contract commencement	July 1, 2027

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 only in an Adobe Acrobat PDF to the Authority via email to: mhairr@wavetransit.com.

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 closing 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

Proposals will be evaluated by the Authority based on the criteria listed below. The Authority may request clarification of any proposal and may invite selected Proposers to participate in an interview or presentation, either in person or remotely. The purpose of any interview or presentation will be to further assess the Proposer's qualifications, experience, proposed approach, and ability to perform the services described in this RFP. All costs associated with preparing for and participating in an interview or presentation shall be borne by the Proposer.

The Authority intends to evaluate proposals using the following criteria and point allocations:

A. Qualifications and Experience of Key Management Personnel – 15 Points

Qualifications, relevant experience, and demonstrated ability of the proposed management personnel identified in Section 8.1 to perform the responsibilities associated with this contract. Evaluation may include relevant education, professional credentials, transit management experience, operational knowledge, and experience managing comparable public transportation systems.

B. Firm Qualifications, Experience, and Management Approach – 35 Points

The Proposer's overall qualifications and demonstrated experience providing transit management or comparable public transportation services. Evaluation may include:

- The firm's experience managing fixed-route transit, paratransit, microtransit, maintenance, and related transportation services.
- The firm's experience managing contracts and operations of comparable size, scope, and complexity.
- The firm's organizational structure, staffing resources, and depth of management support available to the Authority.

- The firm's record of performance on comparable contracts, including its ability to meet service, safety, maintenance, workforce, and customer service objectives.
- The Proposer's understanding of the Authority's operating environment and its proposed approach to managing and delivering the required services.
- The firm's ability to provide continuity of service, operational oversight, technical support, and other corporate resources throughout the contract term.
- A brief transition plan describing the firm's proposed approach and demonstrated experience in transitioning transit management contracts, including employee retention and onboarding, labor relations and CBA coordination, payroll and benefits administration, transfer of operational records and systems, and ensuring uninterrupted service during the transition to the new contract

C. Cost and Overall Value – 40 Points

The proposed cost of providing the services described in this RFP, including the completeness, reasonableness, and competitiveness of the proposed pricing. Evaluation may include the proposed management fee, personnel costs, benefits, other operating and administrative costs, and any additional costs or assumptions identified in the proposal.

The Authority will also consider the overall value of the proposed services in relation to the cost, including the Proposer's ability to deliver the required services efficiently and effectively. The lowest proposed cost will not necessarily receive the highest score if the proposal does not demonstrate comparable value, completeness, or understanding of the required services.

D. Client References – 10 Points

The quality and relevance of references provided by the Proposer, including demonstrated performance on comparable transit management or public transportation contracts. Evaluation may consider the Proposer's reliability, responsiveness, contract management, operational performance, and overall client satisfaction.

TOTAL: 100 POINTS

The Authority may establish a ranking of proposals based on the evaluation criteria and may conduct interviews, presentations, or negotiations with the highest-ranked Proposer(s). If the Authority is unable to successfully negotiate an agreement with the highest-ranked Proposer, it may discontinue negotiations and proceed to the next highest-ranked Proposer.

The Authority reserves the right to reject any or all proposals, waive minor informalities or irregularities, request additional information or clarification, and make an award in the best interest of the Authority, consistent with applicable procurement requirements.

Qualifications and Key Experience of Personnel	15 points
Firm Qualifications, Experience, and Management Approach	35 points
Cost and Overall Value	40 points
Client References	10 points
Total	**100 points**

10.6 Contract Length

If this solicitation results in an award of a contract, the term is expected to be for a period of three (3) years with the provision for two (2) one-year extensions by mutual agreement.

10.7 Contract Type

Any resulting agreement awarded in response to this solicitation will be a transit management contract. The selected Contractor will serve as the employer of record for fixed-route operators, vehicle maintenance personnel and supervision. Benefits provided to contract employees (except for supervisory employees) are governed by the Collective Bargaining Agreement between the Contractor and ATU Local 1328. The Authority, in consultation with the Contractor, is responsible for acquiring benefits for contract employees in accordance with the CBA. Benefits for non-union, supervisory contract employees, except for direct corporate contract employees, are also the responsibility of the Authority in consultation with the Contractor. Benefit costs are paid by the Contractor account funded by the Authority.

Authorized and eligible operating expenses for the operation of fixed-route transit and vehicle maintenance management services are paid directly by the Authority. Worker compensation insurance costs for fixed-route contract employees are required to be submitted with proposals and must be separately listed under the Cost Schedule in Attachment C. The Authority reserves the right to utilize Contractor-provided workers compensation coverage, or secure worker compensation insurance for contract employees by other means. If accepted, unemployment benefits and premiums shall be secured by the Contractor with reimbursement from the Authority. It is expected that the Contractor selected will not be required to provide any funding for the operation of the fixed-route transit system.

10.8 Expectations of Contractor

All contract employees are expected to provide the Authority with a minimum of forty (40) hours per week (exclusive of vacation and/or reasonable leave) for the exclusive purpose of managing Authority business.

At a minimum, the following are expected to be provided by the Contractor as part of the management fee:

- Direct corporate support for resident contract employees (i.e., Region or Area Vice President)
- Management of dispatchers
- Management of fixed-route transit operators
- Management of vehicle maintenance including parts, inventory and labor
- Labor relations including but not limited to grievances, arbitrations, and Collective Bargaining Agreement negotiation
- Workers Compensation Insurance coverage as required by law. The Authority will pay for mutually agreed upon coverage on a monthly basis
- Recommendations for best practices to ensure effective and efficient operations and maintenance functions
- Oversight of Contractor General Manager
- Participation as required at meetings with the Authority to address contract compliance and provide regular updates on operations and maintenance activities
- A minimum of one (1) visit onsite per year by corporate regional vice president or similar level employee of the management company
- Provide limited third-party assistance to Authority on matters of safety, training, planning, budgeting, and other public transportation initiatives
- Staffing reviews and recommendations
- Policy manual management for union employees detailing work rules that are not incorporated in the CBA
- Policy manual management for non-union employees under supervision of the Contractor

- Fixed-route and vehicle maintenance employee selection, screening, engagement, and training
- Accurate data collection, analysis, and reporting on fixed-route and maintenance performance
- Regular training and safety meetings for operators and staff to ensure safety, ADA compliance, FTA certifications, and a high level of customer service is being met

10.9 Expectations of Contractor General Manager and Assistant General Manager for Operations/Safety (Resident Positions)

- Collective Bargaining Agreement interpretation and implementation
- Grievance review and management
- General management of dispatchers, fixed-route operators and maintenance personnel
- Data compilation and review including, but not limited to, the following:
  - Scheduled, actual, deadhead, and revenue vehicle miles and hours, totals, and averages, as defined by the National Transit Database (NTD) on a monthly basis
  - Vehicle inventories, including end of year mileages, and mileages based on service mode
  - NTD sampling, currently performed every three years, for computing Passenger Miles Traveled
  - Management, data compilation, and reporting of passenger counts via Fare Collection Data System
  - Management, data compilation, and reporting of On Time Performance via AVL System(s)
  - Directional Route Miles
  - Fuel consumption, except CNG fuel which is collected by the Authority
  - Maintenance road calls resulting in major and other failures, as defined by the NTD, separated by mode on a monthly basis
  - Overtime data by employee category (operators versus maintenance employees)
  - Inventory controls and accuracy measures
  - Quality control data
  - Various performance measures as determined by the Authority
- Oversight and management of Maintenance Manager and Assistant Maintenance Manager
- Oversight and management of non-union contract employees
- Oversight and management of the following:
  - payroll processing for fixed-route operators and maintenance personnel
  - payroll processing for contract salary personnel
  - fare collection, counting and reconciliation for discrepancies and misassigned trips
  - dispatching and road supervision
  - incentive management

10.10 Expectations of Contractor Maintenance Manager and Assistant Maintenance Manager (Resident Positions)

- Collective Bargaining Agreement interpretation and implementation
- Grievance review and management
- General management of maintenance personnel
- Data review
- Management of daily input of maintenance data into Authority software database
- Oversight and management of non-union contract vehicle maintenance employees
- Parts procurement and parts inventory management
- Oversight and management of the following:
  - payroll processing for maintenance personnel
  - road calls
  - preventive maintenance program
  - FTA state of good repair mandate
  - revenue vehicle cleanliness

- vehicle warranty tracking and management
- soliciting quotes for maintenance items

10.11 Structure

The Contractor shall maintain a subsidiary corporation for its employees and costs associated with the operation of Wave Transit's fixed-route service. Employees of the Contractor may directly supervise personnel assigned to the Authority. In all instances, the Contractor will serve as the employer of record for all employees under any agreement arising from this solicitation. A bank account to provide payroll and related services will be maintained by the Authority. Funding for the payroll account will be provided by the Authority. No advance payment will be authorized. Incorporation costs and the costs of managing the corporation should be considered and incorporated as part the proposed management fee. If a change is necessary for the subsidiary corporation due to a change in management companies, the incumbent and successful new company shall be responsible for the transfer of the subsidiary under the Authority's direction. This process has been completed multiple times over the years when the transit management company has changed.

10.12 Liquidated Damage Assessments

The following list of liquidated damages will be a condition of the contract:

- The Contractor shall notify the Authority of all accidents and incidents involving Authority vehicles or Contractor personnel while performing services under this contract. Initial notification of an accident shall be made as soon as practicable, followed by a written report to designated Authority staff within six (6) hours of the occurrence.
    - The Contractor shall be assessed liquidated damages of five hundred dollars ($500) for each incident in which the required written notification is not provided within six (6) hours.
    - All severe accidents shall be reported to the Authority immediately. Severe accidents include, but are not limited to, accidents resulting in estimated property damage of $10,000 or more, multiple passenger or employee transports for medical evaluation, or serious injuries.
- Safety Breach - the Contractor shall be assessed liquidated damages, against the monthly invoice, of $100 per vehicle, per day for each occurrence of a safety breach. A safety breach is defined as any instance where a vehicle, or any part of the vehicle, mechanically or electrically fails due to improper repair or negligence in maintenance work or quality control in a manner that could put any persons at risk; where any persons are put at risk due to the negligence or failure of any contract employee to perform standard vehicle inspection procedures; or where any persons are put at risk due to the failure of any contract employee to operate a vehicle within the designed specifications of the vehicle and the roadways.
- Monthly Reports - the Contractor shall be assessed liquidated damages, against the monthly invoice, of $100 per day for all reports submitted to the Authority after the 10th day of the following month. If the 10th day of the month falls during a weekend or holiday, then the report is due the next business day.
- Missed Scheduled Service - the Contractor shall be assessed liquidated damages, against the monthly invoice, on a basis of $200 per hour, for missed hours. Missed hours are defined as any instance where scheduled service is not performed along a given route for a period greater than 15 minutes, including late trips, where a passenger stop is skipped resulting in a passenger missing a trip, where passenger stops are skipped due to a vehicle going off route, or where a route fails to start its first scheduled trip of the day by more than 5 minutes. Legitimate contingency (approved detours, severe weather, or emergencies beyond the control of the Contractor) may exempt these occurrences. Liquidated Damages for missed scheduled service shall be limited to no more than 7.5% of the management fee per month.

- On-Time Performance – Following a probationary period of six (6) month and confirmation that the existing schedules work as they should, the Contractor shall be assessed liquidated damages of five hundred dollars ($500) for any month in which system-wide fixed-route system on-time performance falls below eighty-five percent (85%).
    - On-time performance shall be measured using the Authority's approved automatic vehicle location (AVL) system and established on-time performance reporting methodology.
    - The Authority may exclude approved detours, severe weather, emergencies, and other documented circumstances beyond the reasonable control of the Contractor when determining whether an assessment is warranted.
- Cleanliness of Vehicles - the Contractor shall be assessed liquidated damages, against the monthly invoice, of $10 per day, per vehicle for vehicles reported, or found, as dirty as per cleanliness guidelines set forth by the Authority on two consecutive days.
- ADA Compliance - the Contractor shall ensure drivers report immediately any failure of a lift to operate in service, or failure of any other equipment, such as the restraint system or voice annunciation system, which are necessary to meet ADA requirements. Contractor shall have 24 hours to repair once the issue is brought to Authority attention. The Contractor shall be assessed liquidated damages, against the monthly invoices, of $100 per day for every day they are not repaired for every day of service following the 24 hour period. Supply chain, availability of parts, and delays with required parts and equipment will be taken into consideration by the Authority upon documentation provided by Contractor.
- Maintenance of Vehicles - the Contractor shall be assessed liquidated damages, against the monthly invoice, of $100 per vehicle, per day for any vehicle found operating past its scheduled Preventative Maintenance (PM), and $200 per vehicle, per day for any vehicle operating the over three days past its scheduled PM, at which point each ensuing day is $200.

10.13 Incentives

The Contractor shall be eligible for the following incentives upon achievement of the applicable performance benchmarks during each fiscal year of the contract (July 1 through June 30), and monthly for the on-time performance incentive. Incentives shall be awarded based on the Contractor's achievement of the performance thresholds established below. Each performance measure shall qualify for only one incentive payment per applicable measurement period. Where the Contractor meets multiple thresholds within a performance measure, only the single highest applicable incentive payment shall be awarded. Incentives for separate performance measures may be earned independently and shall not be combined or stacked within the same performance measure. Incentive payments shall be in addition to the Contractor's management fee.

Scheduled service delivery (Annual)

Should the Contractor achieve the service delivery benchmarks below, the Contractor will be eligible for the following annual incentives. Service will be calculated by the fiscal year from July 1 to June 30. Percent service delivery is calculated using scheduled vehicle revenue hours, versus actual vehicle revenue hours, as reported to the National Transit Database (NTD).

Incentive	**Percent of scheduled service not provided**
None	0.19% or greater
$5,000.00	0.13% to less than 0.19%
$7,500.00	0.07% to less than 0.13%
$10,000.00	0.01% to less than 0.07%
$15,000.00	Less than 0.01%

On-Time Performance (Monthly, and Not Annually)

The Contractor may earn a monthly incentive based on systemwide fixed-route on-time performance. OTP shall be calculated using the Authority's approved methodology and data from its CAD/AVL system. For purposes of this incentive, a fixed-route trip shall be considered on time when it operates within the Authority's established on-time performance window. The Authority shall calculate systemwide OTP based on the applicable scheduled and actual service data for the month.

The following monthly incentive schedule shall apply:

Monthly Incentive	**Systemwide OTP**
$500	89.0% or greater
$250	87.0% or greater, but less than 89.0%
None	85.0% to 87.0%, but less than 87.0%
Pursuant to Section 10.12	Below 85.0%

10.14 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.

10.15 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. All proposals must be submitted in electronic Adobe Acrobat PDF only.

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:

10.15.1 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.

10.15.2 Executive Summary

An Executive Summary of no more than five (5) pages in length is required. The Executive Summary will not require a specific set of submission guidelines but should provide a brief overview summary of all relevant items that are of interest to the Authority.

10.15.3 History of Company

Please provide a 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.

10.15.4 Company Experience, References & Approach

Provide a list of three (3) current and/or former clients as references. Indicate the dates and length of time the firm has served each client, and describe the service(s) provided, the size of the operation, and any other relevant factors. Include the name, email address and telephone number of a contact person for each current and former client listed.

Describe the approach of how your firm will provide transit management services to the Authority to ensure a safe, effective, and efficient operations and maintenance program. Provide specific information demonstrating the Proposer's operational safety record, including accident statistics, safety awards, and innovative programs. Provide a summary of all collective bargaining agreements negotiated during the last three (3) years and summarize briefly results achieved and indicate if there have been any instances of an impasse, an extended delay in negotiating a new contract after expiration of the previous one, or work stoppages during negotiations. Identify any ongoing or settled lawsuits within the past three (3) years involving the company.

Describe any experience of the firm in implementing significant route and service improvements. Identify any other value-added services at no additional cost that your company may provide as part of the agreement. Describe in detail any other services your firm can provide at additional costs. These additional services shall not include ADA paratransit service or microtransit service as these services will continue to be managed and operated outside of the services covered under the transit management contract. Include the costs for any other additional services in the Cost Schedule in Attachment C.

10.15.5 Staff

Provide detailed updated résumés for each of the two (2) senior management positions and two (2) assistant manager level positions described in Section 10.8-10.10 of this RFP. Describe how their experience, training and education will ensure their success in carrying out the responsibilities they will have at Wave Transit referenced in this RFP.

10.15.6 Cost

Detailed costs shall be provided for five (5) years on an annual basis using the table in Attachment C. A separate table shall be used for each of the five years.

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

10.15.7 Lobbying Certification (Attachment A)
10.15.8 Certificate of Debarment & Suspension (Attachment B)
10.15.9 Cost Sheet (Attachment C)
10.15.10 Acknowledgement of Addenda (Attachment D)
10.15.11 Legal Status & Evidence of Authority (Attachment E)
10.15.12 Financial Capacity & Guaranty (Attachment F)
10.15.13 North Carolina E-Verify Status (Attachment G)
10.15.14 Disadvantaged Business Enterprises (Attachment H)
10.15.15 Proposal Submission Form (Attachment I)

10.16 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 posted on the Wave website at https://www.wavetransit.com/procurement/.

10.17 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 (as amended); FTA Circular 4220 (as amended); "Best Practices Procurement & Lessons Learned Manual", (as amended); Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,", 2 C.F.R. Part 200, dated December 26, 2014, will supersede and apply in lieu of U.S. DOT's common grant rules, 49 C.F.R. parts 18 and 19, State and Local Governments and Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and any subsequent amendments or revisions thereto. **THE FOLLOWING MAY BE USED SYNONYMOUSLY:**

"BIDDER" AND "CONTRACTOR"
"PURCHASER" 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, debars, or takes similar action against a Third-Party Participant or individual, the Agency, recipient, or subrecipient will provide immediate written notice to the:

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

The requisite "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 and must be executed for contracts of $100,000 or more and prior to the award of the contract.

11.7 Program 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 FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement [Form FTA MA (34) dated November 26, 2025] or latest version between the Authority and FTA, as they may be amended or promulgated during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. The Contractor agrees to include this clause as a flow-down requirement in each subcontract financed in whole or in part with Federal Assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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 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.

11.11.1 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 be the decision.

11.11.2 Performance During Dispute - Unless otherwise directed by the Authority's Contractor will continue performance under this Contract while matters in dispute are being resolved.

11.11.3 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 of damage.

11.11.4 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.

11.11.5 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.

11.12 Civil Rights

11.12.1 Nondiscrimination

The Consultant shall comply with all applicable Federal civil rights laws, regulations, and directives, including but not limited to:

a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.);
b. Federal Transit Laws at 49 U.S.C. § 5332;
c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);
d. The Americans with Disabilities Act of 1990 (ADA), as amended (42 U.S.C. § 12101 et seq.);
e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); and
f. All applicable implementing regulations issued by the U.S. Department of Transportation (USDOT), the Federal Transit Administration (FTA), the U.S. Department of Justice (DOJ), and other Federal agencies.

The Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability, or any other protected class under applicable Federal law in the performance of this Contract.

The Consultant shall comply with the requirements of FTA Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients, as amended or superseded, to the extent applicable to the services performed under this Contract.

The Authority's current Title VI Program is available at: https://www.wavetransit.com/wp-content/uploads/2024/09/August-2024-Title-VI-Program.pdf

11.12.2 Equal Employment Opportunity

The Consultant shall comply with all applicable Equal Employment Opportunity (EEO) requirements, including:

a. Title VII of the Civil Rights Act of 1964, as amended;
b. Executive Order 11246, as amended;
c. 41 CFR Part 60; and
d. 49 U.S.C. § 5332.

The Consultant shall ensure that employment practices, including recruitment, hiring, promotion, compensation, training, discipline, and termination, are conducted without unlawful discrimination.

11.12.3 Access for Individuals with Disabilities

The Contractor agrees to comply with 3 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing.

11.12.4 Disadvantaged Business Enterprises

The contract shall comply with applicable U.S. Department of Transportation (U.S. DOT) Disadvantaged Business Enterprise (DBE) requirements, including 49 CFR Part 26, as amended, and Wave Transit's approved DBE Program, as applicable to this procurement and funding source. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract and shall carry out applicable DBE requirements. No DBE contract goal has been established for this procurement. Furthermore, DBE participation will not be counted toward a DBE contract goal for this procurement. The proposer shall complete Attachment H.

11.12.5 Limited English Proficiency (LEP)

The Consultant shall comply with Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and applicable USDOT guidance regarding meaningful access to programs and activities for individuals with limited English proficiency.

11.12.6 Other Civil Rights Requirements

The Consultant shall comply with all other applicable Federal nondiscrimination statutes, regulations, executive orders, and implementing guidance that apply to the performance of this Contract. The Consultant shall include these Civil Rights requirements in every subcontract financed in whole or in part with Federal Transit Administration assistance, modified only as necessary to identify the parties. Failure to comply with applicable Federal Civil Rights requirements may constitute a material breach of Contract and may result in contract termination or other remedies available to the Authority under applicable law.

11.13 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 five (5) calendar 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.

11.13.1 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.

11.14 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.

11.15 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.

11.16 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.

11.17 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.)

11.18 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.

11.19 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.

11.20 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.

11.21 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.

11.22 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 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.

11.28 Federal Tax Liability and Recent Felony Convictions

The Contractor agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third-Party Participant: (1) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and

administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (2) was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

11.29 Clean Air & Clean Water Acts

For all contracts exceeding $150,000 the Contractor shall: a. Comply with Clean Air Act (42 U.S.C. § 7401-7671q, 2 CFR Appendix II (G)) and Federal Water Pollution Control Act (33 U.S.C. § 1251-1388 as amended & 2 CFR 200 Appendix II (G)) requirements, including inspection, monitoring, reporting, and facility compliance. b. Ensure that no work is performed at facilities listed on the EPA's Violation List, or notify the Agency if such a facility is intended for use. c. Include this clause in all subcontracts. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) (FTA Master Agreement v33 § 16(d)(6)).

11.30 Seat Belt Use

The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a "Seat Belt Use" provision in each Third Party agreement related to this Contract.

11.31 Distracted Driving

The Contractor agrees to implement Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving by: (1) The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Contract or when performing any work for or on behalf of this Contract. (2) The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (3) The Contractor agrees to include the preceding "Distracted Driving, Including Text Messaging While Driving" provisions in each Third Party agreement related to this Contract.

11.32 Domestic Preferences for Procurements

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11.33 Procurement of Recovered Materials

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962) and

U.S. Environmental Protection Agency (EPA) regulations at 40 CFR Part 247. In the performance of this contract, the Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) (40 CFR Part 247) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Contractor also agrees to provide reasonable estimates, certifications, and other documentation to demonstrate compliance upon request of the Recipient, FTA,
or EPA. This requirement flows down to all subcontractors and subawards (FTA Master Agreement v33 § 16(d)(9)).

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

COST SCHEDULE

Annual costs for transit management services are proposed as detailed below. Separate cost tables for each of the 5 years shall be shown to be considered responsive.

Company Name:		
Year	**Item**	**Cost**
	A. Personnel:	
	General Manager	
	Assistance General Manager	
	Maintenance Manager	
	Assistant Maintenance Manager	
	Subtotal	
	B. Relocation Expenses for Personnel	
	Subtotal	
	C. Hardware, software, programs, training modules and other items not covered by the Authority	
	Subtotal	
	D. One-time start-up costs	
	Subtotal	
	E. Other expenses (provide line-item details-see Section 10.15.4 of RFP)	
	Subtotal	
	Total Management Fee Costs	
	Workers Compensation Cost (provided by Contractor & reimbursed monthly by Authority)	

_____
Name of Proposer

_____
Signature of Authorized Official

_____
Date

ATTACHMENT D

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 E

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 F

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, 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): _____

Date: _____

ATTACHMENT G

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 H

DBE SUBMITTAL

The proposer shall complete this attachment in accordance with Wave Transit's approved DBE Program and applicable U.S. Department of Transportation (U.S. DOT), Federal Transit Administration (FTA), and North Carolina Department of Transportation (NCDOT) requirements.

DBE Contract Goal: None

No DBE contract goal has been established for this procurement. In accordance with applicable U.S. DOT requirements, DBE participation will not be counted toward a DBE contract goal for this procurement. Proposers are not required to make a good faith effort to meet a DBE contract goal, and no Letter of Intent is required for DBE participation under this procurement.

Proposer: _____

Voluntary DBE Participation (Optional)

The proposer may voluntarily identify anticipated participation by DBE firms. Voluntary identification of DBE participation is not a commitment toward a DBE contract goal and will not be used to determine compliance with a DBE contract goal.

DBE Firm: _____

Description of Work: _____

Anticipated Dollar Amount: _____

NCDOT Certification No., if applicable: _____

Authorized Signature: _____

Date: _____

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: _____