

## **Request for Proposals**

### **NORTH CAROLINA AUTOMATED DEMAND RESPONSE AND PARATRANSIT SCHEDULING AND ROUTING SOFTWARE SYSTEM**

#### **APPALCART, LEAD PROCURING AGENCY ASHE COUNTY TRANSPORTATION AUTHORITY, INC.**

Interested Vendors should submit their proposals by 3:00 PM, on March 1, 2017 to the attention of:

Craig Hughes  
Director  
AppalCART  
Mail: 305 NC Hwy 105 Bypass  
Boone, N.C. 28607  
Delivery: 305 HWY 105 Bypass  
Boone, N.C. 28607  
Phone: 828-297-1300  
Fax: 828-297-4100  
Email: [director@appalcart.com](mailto:director@appalcart.com)

Any late proposals will be returned unopened. Vendors should submit sealed proposals, clearly marked with the main heading **Automated Demand Response and Paratransit Scheduling and Routing Software System**.

**January 23, 2017**

**ADVERTISEMENT**

**REQUEST FOR PROPOSALS  
NORTH CAROLINA AUTOMATED DEMAND RESPONSE AND  
PARATRANSIT SCHEDULING AND ROUTING SOFTWARE**

Pursuant to Section 143-129.8 of the General Statutes of North Carolina, AppalCART and Ashe County Transportation Authority, Inc. (ACTA) will receive Proposals for Automated Demand Response Paratransit Scheduling and Routing Software. To meet the diverse needs of the interested systems, up to 3 bids may be awarded for each of the 2 award types.

AppalCART serving as the Lead Procuring Agency for another North Carolina transit provider, intends to purchase Automated Demand Response and Paratransit Scheduling and Routing Software over the course of an 18-month period. The proposal requirements may be obtained from AppalCART by contacting Evalyn Pierce, (828-297-1300, [accountingtech@appalcart.com](mailto:accountingtech@appalcart.com)). All questions regarding the Request for Proposal should be directed to the contact identified above. Sealed Proposals will be accepted at 305 NC HWY 105 Bypass, Boone, NC 28607 until 3:00 p.m. on March 1, 2017.

AppalCART reserves the right to accept or reject any and all offers, to waive minor technicalities and informalities and to make an award deemed in its best interest. Issuance of this Request for Proposals does not commit AppalCART to award any contract, to pay any costs incurred in preparation of a bid or to procure or contract for related services or supplies. This procurement may be subject to financial assistance grants between AppalCART (and each of the other procuring transit providers), the State of North Carolina and the Federal Transit Administration. All offerors must certify they are not on the Comptroller General's list of ineligible contractors. The successful offeror(s) shall be required to comply with all applicable Equal Employment Opportunity laws and regulations. Disadvantaged Business Enterprises will be afforded full opportunity to submit bid proposals and compete for subcontracting work and will not be discriminated against on the basis of race, color, religion, sex, national origin, or disability.

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# 1. GENERAL INFORMATION

## **General Information**

AppalCART, hereafter known as the Lead Procuring Agency, located in Boone, North Carolina, requests proposals (RFP) from responsible and qualified vendors for a GIS based Automated Demand Response and Paratransit Scheduling and Routing Software System on behalf of AppalCART and ACTA. The bid prices should be good for 120 days after bids are received. Awards will be made for a 18-month contract period. In-person live demonstrations of the proposed products may be requested before the final award. This Request for Proposals and all information submitted by the selected proposer(s) will be attached to the final contract.

The Lead Procuring Agency and the other paratransit provider will enter into an Interlocal Agreement, thus making these paratransit agencies eligible to participate in the resulting purchase contract. The Lead Procuring Agency and the other paratransit provider will each issue individual purchase orders for specific system needs for each agency.

Issuance of the Request for Proposals does not commit the Lead Procuring Agency or any additional named parties to award any contract, to pay any costs incurred in preparation of a proposal or to procure or contract for services or supplies. This procurement may be subject to financial assistance grants between the paratransit providers and the State of North Carolina and/or the Federal Transit Administration and/or American Recovery and Reinvestment Act. All vendors or suppliers must certify they are not on the Comptroller General's list of ineligible contractors. The successful supplier shall be required to comply with all applicable Equal Employment Opportunity laws and regulations. Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals and compete for subcontracting work and will not be discriminated against on the basis of race, color, religion, sex, national origin, or disability. The Lead Procuring Agency reserves the right to reject any and all submittals, to waive technicalities, and to be the sole judge of the proposal most favorable to the Lead Procuring Agency.

## **Project Goals**

The Lead Procuring Agency and others listed on this RFP share the same common expectations from the software and the company providing the software. North Carolina is moving to regional provision of service, as well as a statewide implementation of a 511 Traveler Information System, all of which ties together, forming a larger vision of paratransit services in the state. This project is being implemented with the goals of increasing efficiency and growing transportation systems' capacity. The transit systems involved with this project expect to procure software that will allow for integration with other technologies in the future, including Mobile Data Computers/Tablets, Interactive Voice Response systems, and other add-on technologies. The transit systems listed on this bid expect to have a positive return on investment.

## **Award Types**

To meet the requirements of individual paratransit agencies, multiple awards may be issued for each of the two implementation types listed below. Each bidder may respond to either of the award types. To meet the diverse needs to the paratransit providers listed, up to three proposals may be selected per award type. The award types are:

- 1. Locally Hosted Regional/Multiple Agency Application**– A regional agency or multiple agencies working together (and may include brokerage vendors as well) with the application hosted on a local server.
- 2. Hosted Application Service Provider for a Regional/Multiple Agency Application**– A regional agency or multiple agencies working together (and may include brokerage vendors as well) with the application hosted by the proposer or third party.

For vendors with a proposal for more than one of the installation types listed above, it is expected that all responses shall include the differences (if any) between the different installation types and prices.

## **Scope of Project**

The selected proposal(s) will be for intuitive, easy to use GIS-based scheduling and routing software that accurately selects the most appropriate vehicle/run to place reservations using a batch scheduling process. Transit systems must also have the option of purchasing Mobile Data Computers/Tablets along with the software now or at a later date.

The proposals must successfully address the software requirements outlined in this document. The software should generate statistics that enable the user to determine the efficiency of the schedule. Users should have the ability to accept or reject the entire proposed schedule or portions of the schedule. It is desired that the software will allow for one passenger trip to be optimized at a time and for the entire day's schedule to be optimized at once. Users should be able to manipulate settings to create tighter/looser schedules.

The selected software is expected to provide the capability to automate real time scheduling functions, while increasing the efficiency of service, increasing the accuracy of data, and reducing time spent on administrative and reporting activities. The basic program features should include client registration, scheduling, dispatching, trip brokering, verification, invoicing, reporting, geo-coding, mapping, and be compatible with NC NEMT (NCTracks) billing system. Open architecture is required to enable future integration with add-on technologies and coordination of trips among multiple providers using varied technology platforms.

## 2. SUBMITTAL REQUIREMENTS

The information included in this document is designed to assist in responding to the RFP by indicating the desires of the Lead Procuring Agency and other listed agency. All respondents must accurately and completely fill out the *North Carolina Automated Demand Response and Paratransit Scheduling and Routing Software Response Form*. The response form is the primary source of information for the evaluators, and as such, it is expected that the respondent will take great care in completely and accurately filling out the form. Additional literature may be provided with the response.

The Lead Procuring Agency is the only authorized contact, and all communication with the Lead Procuring Agency must be in writing. Respondents to this RFP may not communicate with the other transit system listed in the RFP, regarding the proposal, itself, and/or selection process. Any discussions of this RFP with anyone not from the Lead Procuring Agency will result in disqualification of the vendor.

All submitted proposals must adhere to the following guidelines:

1. Include in one package, with each section clearly labeled:
  - Section A: Letter of Transmittal signed by the person(s) with the authority to bind your firm and answer questions or provide clarification concerning submitted proposals.
  - Section B: Accurately complete the *North Carolina Automated Demand Response and Paratransit Scheduling and Routing Software Response Form*.
  - Section C: Firm Profile, Experiences, and Project Team
  - Section D: Statement of Work / Implementation Plan
  - Section E: Cost Proposal(s).
  - Section F: Software & Mobile Data Computer/Tablet Warranty
  - Section G: References
  - Section H: Descriptions and Cost Information for GIS Conversion Tool and Integration with Other Technologies. Where applicable, price and describe the GIS conversion tool, Mobile Data Computer/Tablet integration, Interactive Voice Response integration, Web Interface, and/or other proposed integrations for add-in technologies.
  - Section I: Required Submissions from Appendix 1 (*Attachments A, B or C \*not both\*, D, and E*). Required Submissions from Appendices 2 and 3.
2. Be printed on 8 1/2" by 11" paper
3. Include 1 original and 5 copies
4. Submit all documents in a digital format using a USB flash drive or comparable storage device (to be shared with all systems instead of you providing copies for each member of the evaluation team)
5. Completely and accurately address the criteria found in this RFP
6. Mail to the address on Page 1, in packages clearly marked "**Automated Demand Response and Paratransit Scheduling and Routing Software System**".
7. Must be received by 3 pm, March 1, 2017

### **3. TECHNICAL SPECIFICATIONS**

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

Include a transmittal letter, signed by a legal representative of the company, indicating which award types are being pursued and contact information for the proposal.

#### **Section B: Automated Scheduling and Routing Software Response Form Items**

The sections discussed below provide guidance for filling out the *Automated Scheduling and Routing Software Response Form*.

#### ***Regional/Multi-Agency Installations***

It is desired that regional/multi-agency installations have the ability to share clients and to pass trips back and forth for coordination. There should be settings that are unique to each participating agency. Each agency should have access to its own data and limited access to the data of other transit systems.

#### ***GIS Data***

Accurate and frequently updated GIS maps are essential for the paratransit agencies to fully use the software. It is expected that local GIS maps with routing attributes can be easily imported into the software. If local GIS maps are not of sufficient quality for routing, it is expected that the procuring agency can enter into a contract with the software vendor that allows for annual GIS map updates at no additional cost outside of the maintenance/support fees. Include the GIS map update pricing as an option in the annual maintenance fee costs.

If a GIS data conversion tool is required to import local GIS data, include the price of the tool in this proposal. If the GIS data conversion tool is a separate module, include a description of the product and a separate pricing sheet. North Carolina paratransit systems prefer purchasing this tool only once and having the tool available for use by all paratransit systems.

#### ***Data***

Data will be owned by the procuring agency.

It is expected that all data generated by the software can be accessed using standard reports and that these reports can be printed, exported to PDF, and exported in tabular form, such as Excel. If some data are not available using standard reports, then the software vendor shall provide custom reports to access the data at no additional cost.

#### ***Reports***

The Lead Procuring Agency must have the capability to respond to requests for information for data that is collected or generated by the scheduling and routing software from their local and state governing bodies, as well as their customers. Special emphasis should be placed on data extraction during the initial and follow up training.

It is vital that the Lead Procuring Agency be able to extract clients by funding source and list client names, destinations, number and cost of trips, as well as no show information. The paratransit systems require full access to all data without the need for custom reports. Any data that are not accessible or any combination of tables that are not possible to extract using standard report/export

tools should be provided by the software vendor as custom reports free of charge for the life of the contract.

The following custom reports are required for all NC paratransit systems; a Verified Manifest Report, Vehicle Utilization Data report, Urban National Transit Database report, Rural National Transit Database report, Medicaid Billing Report that displays shared revenue time and miles data, North Carolina Operating Statistics report, the Standard North Carolina Paratransit Planning data export, NCTracks 837 Export and an NCTracks 835 import (desired) and/or file reader. The definitions of these reports may change slightly over time, but they will remain constant among North Carolina transit systems. All data should be able to be exported into an Excel spreadsheet. All systems buying from this RFP will receive the custom reports free of additional charge. Also, it is desired that the vendor should update the reports free of additional charge when the definitions change. Current specifications for these reports are available upon request and will be provided prior to the first implementation of the software.

### ***Standard Installation***

All installations purchased off of this RFP are expected to adhere to a standard installation setup-developed during the first implementation. The standard installation is expected to use the common North Carolina Transit Definitions, included in the Appendix of this document. Reports and billing information should match the definitions. Having a standard implementation will ensure that there is consistency among the North Carolina paratransit systems, and thus, will make the user groups and other training sessions more valuable. To ensure that the implementation begins with complete and accurate data, all data will be entered manually and not imported from existing software packages. Instead of providing prices for importing data, it is expected that extra time be added to the standard implementation to allow for data creation between trainings.

### ***Client Management***

The software will include client information management tools to track essential client data and eligible funding agencies for the client. After the schedules have been run, the software should include a verification process that allows the user to enter mileage/hours for the entire vehicle/run and for individual passengers.

### ***Scheduling***

The Lead Procuring Agency requires the program to easily and efficiently schedule subscription and demand/response trips. This function is the primary purpose of the software, and the program must be able to adequately schedule up to 1,000 trips per day. The scheduling engine should allow all trips to be automatically scheduled by the software at once. There should be tools that allow the scheduler to determine the efficiency of the schedule proposed by the software. The scheduler should be able to manually move trips between vehicles/runs.

### ***Dispatching***

The dispatcher must be able to easily toggle between different screens while a customer is on the telephone. Dispatching tools must be simple to use and efficient to enter and retrieve information. Dispatchers must have tools to make the system efficient. The dispatcher should have access to a GIS-based map showing pickup and dropoff locations and other essential information. This map should be able to integrate with Automatic Vehicle Location information from Mobile Data Computers/Tablets or other sources.

### ***Verification***

The verification process should be simple and easy to use and include validation checks to ensure data accuracy. There must be fields to allow entry of beginning and ending odometer and time readings, first pickup and last dropoff odometer and time readings, billed and unbilled passenger counts, no shows, cancellations, and break odometer and time readings, individual passenger boarding and alighting time and odometers, and fares paid. The verification process should allow for data to be transferred directly from mobile data computers or tablets kept on the vehicle.

### ***Billing***

The software must be capable of handling many different billing functions. The Lead Procuring Agency passengers are from many different funding agencies, and these funding agencies require different methods for pricing. Some examples of pricing situations are 1) zone, 2) vehicle miles and/or hours (service & revenue), 3) passenger mile, 4) direct mile (taxi mile), 5) flat rate, 6) hourly, 7) proportional passenger miles (proportion of total service or revenue miles) and 8) any combination of the previously mentioned possibilities. Certain agencies require special data/billing reports regarding clients served.

### ***Brokering/Coordination***

It is the goal of all implementations that we will be able to coordinate trips among paratransit systems using various platforms and implementations. Describe in detail how paratransit systems operating together with the same software can coordinate the provision of these longer distance trips to better utilize vehicle and personnel assets.

### ***Maintenance/Support***

Provide detailed information for each of the maintenance/support plans offered. Proposers must state what hours support staff is available and by what means. This information should include telephone, fax, electronic mail, remote access, and on-site emergency help. Provide separate pricing for support plans that include GIS map upgrades and the frequency of the upgrades. Indicate whether software upgrades are included in the maintenance/support plans.

Proposers should describe in detail the training and support information available online or in other forms.

North Carolina transit systems desire to have standing user group meetings. The vendor is expected to supply an expert in the software for the specific topic being addressed at the user group meeting, a web-meeting tool, and a toll-free number for attendees. User group meetings may be held up to 4 times a year for 2 hours each.

### ***Mobile Data Computers (MDC)/ Tablets***

It is required that the software integrate with mobile data computers/tablets. Each transit system must be given the option of purchasing the software by itself, purchasing the software and MDC/Tablets or adding the MDC/tablet option after the software has been implemented. Be certain to price the integration interface, as well as the mobile data computers/tablets if the devices are proprietary.

### ***Interactive Voice Response (IVR)***

It is desired that the software integrate with interactive voice response software. Be certain to price the integration interface (not the interactive voice response system, but the connection that allows the IVR to communicate with the scheduling software).

### ***Web Interface***

It is desired that the software have a web interface available that allows customers to manage trips directly. Be certain to price the integration interface (not the web interface, but the connection that allows the web interface to communicate with the scheduling software).

### ***Recommended Hardware and Software Requirements***

This contract is not for pricing computers. However, specific hardware and software are necessary for proper functioning of most automated scheduling software. List the recommended hardware and software requirements for both servers and desktops. For award types 2, 3, and 4, be certain to list recommended network speed and configurations.

### ***Institute for Transportation Research and Education***

The Institute for Transportation Research and Education (ITRE) at North Carolina State University provides technical support to urban and rural transit providers Statewide through an agreement with the North Carolina Department of Transportation, Public Transportation Division (NCPTD). In that capacity, ITRE has assisted the Lead Procuring Agency in writing and issuing this RFP, and will also facilitate the evaluation activities among the selection committee. Additionally, ITRE will assist the Lead Procuring Agency in collecting data that will be used as measures to evaluate the program implementation through a before/after data analysis. ITRE will provide continual guidance to the transit systems and assist with user group meetings. ITRE will also assist in other tasks, as needed, to assist the transit system in using the software to its full potential. This assistance will require ITRE to work closely with the selected software vendor(s).

### **Section C: Firm Profile, Experiences, and Project Team**

Proposers should include a description of their organization/firm and experiences, as well as a description of the project team. A description of and locations for the smallest implementations and largest implementations that are comparable to what is requested in this solicitation must be provided. Proposers should also provide descriptions of their training and technical support staffs, in terms of size and qualifications.

### **Section D: Statement of Work / Implementation Plan**

Provide a timeline for complete installation, data conversion and entry, and staff training. Only the most recent two-weeks of client data and subscription trips will be entered into the new system. This timeline should be by week number from project startup date and detail the complete implementation process, responsibility areas and so forth.

Data will not be imported, but manually entered to ensure accuracy of geocoding and to remove old/unnecessary information.

The proposal should include two training plans, one that meets the minimum requirements listed in this section and one that represents a premium training plan so the transit system can select which one is most appropriate for its needs. Each of these plans must be clearly described and priced in the Cost Proposal section.

At a minimum, the Lead Procuring Agency desires a two-step, on-site training program consisting of an initial and follow-up session. The trainer is required to be onsite during the installation period and when the system achieves 'Go Live'. 'Go Live' is defined as when the paratransit system no longer uses a dual system but relies solely on the software purchased in this RFP. The respondent should

propose a method to delegate tasks so that the paratransit system is certain who is responsible for what task and when the task is expected to be completed.

It is expected that the paratransit system will 'Go Live' within 30 days of the completion of training. It is expected that the paratransit system will be 'Fully Implemented' within 3 months of 'Go Live'. The definition of 'Fully Implemented' is below:

1. Use the automated scheduling engine daily
2. Able to generate ad hoc reports as needed
3. Has set up the software to get necessary reporting information from the system
4. Has been able to create a usable billing report
5. Uses real time dispatching- in other words, has a true dispatcher that is constantly monitoring and updating the application
6. Have made appropriate business practice changes to fully utilize the software
7. Use ordered manifests, which provide step by step pickup and dropoff information to drivers
8. A representative from the organization regularly attends the software User Groups

Please provide an implementation and training plan for the above scenario, information clearly explaining the premium training plan, and any optional training scenarios available and their costs.

### **Section E. Cost Proposal(s)**

If you are bidding for multiple award types, include separate price proposals for each award type. All price proposals should include per item/unit prices and the total proposed price based on the Lead Procuring Agency characteristics. It is essential that the prices are scalable (cost per unit/vehicle/day/ etc.) so the transit systems can use the price proposal to evaluate the cost for their system. If the proposer desires, it can submit a model for determining the price. Be certain that this model allows the transit system to enter its specific characteristics.

Proposals will only be accepted for purchasing the product. When comparing prices, the 6-year cost for the product with maintenance/support fees will be evaluated. The first year of support fees will be included in the cost. Provide a maintenance/support fee budget by year for each maintenance/support plan option and the GIS map update option. Be certain to include the cost per hour of additional online training and the cost per day of additional in person training. Include the costs for the minimum and premium implementation and training plan. Be certain that the costs are scalable to apply to other transit systems. Be certain to indicate the unit cost of maintenance/support fees so transit systems can evaluate their anticipated fees over time.

Include the cost of implementing the software by itself, implementing the software and MDC/Tablets, or implementing the software then implementing MDC/Tablets at a later date. Be certain to price all other add-in technologies and interfaces, including the GIS conversion tool, Interactive Voice Response systems, Web Interfaces, and any other add in technology.

### **Section F. Software Warranty**

A warranty is required for the software, implementation services, hardware and the operability of the System for a minimum of one year, which is to begin on the date of system acceptance. Provide a copy of the warranty in this section.

### **Section G. References**

List contact information for at least 3 transit systems *per award type* that currently use the software included in this proposal (prefer the references to be as close to North Carolina as possible). The references should be using set-ups equivalent to the proposed award type(s). Reference information should include Award Type, Transit System Name, # of Vehicles, # of Users, Implementation Date, and Reference Name and Contact Information.

## TIMELINE

<i>DATE</i>	<i>EVENT</i>
February 1,2017	<i>Issuance of RFP.</i> AppalCART issues this RFP. Submits advertisement to papers, puts on website, and sends out notice to known vendors.
February 1, 2017	<i>Newspaper/Publications begin running advertisement.</i>
February 14, 2017	<i>Submission of Written Questions.</i> Proposers are permitted to submit to the Lead Procuring Agency written questions, but only for purposes of clarifying this RFP. All submissions shall be delivered or faxed to Craig Hughes and shall include the name of a Proposer contact person to receive the answers. Questions are due by <b>2:00 PM EST</b> . Questions received after this deadline may be answered at the discretion of the Lead Procuring Agency.
February 21, 2017	<i>Questions Answered. All Addenda issued at this point. All transit systems have signed Interlocal Agreements.</i>
March 1, 2017	<i>Proposal Submission.</i> Complete proposals are due by <b>3:00 PM EST</b> as described.
April 3, 2017	<i>Vendors selected and notified for demonstration.</i>
May 1, 2017	<i>Demonstration of Product:</i> Selected proposers will be scheduled to make a remote demonstration using software capable of handling 20 simultaneous participants and a conference call.
May 1, 2017	<i>Evaluation.</i> During this period, the Evaluation Committee will conduct a full detailed evaluation of Proposals and References.
May 22, 2017	<i>Recommendation to Agency Boards.</i>
May 22, 2017	<i>Hearing/Approval by Agency Boards.</i>
June 1, 2017	<i>Contract negotiations begin.</i>

## 4. SELECTION CRITERIA

ITRE will facilitate all evaluation activities. The Lead Procuring Agency, others listed in this proposal and the North Carolina Public Transportation Division (NC PTD) will assess each proposal based on weighted criteria displayed in the table below. The top three proposals for each award type may be awarded contracts.

Criteria	Weight
1. Proposal Response – how well the issues are addressed, ease of use, software functions under each award type	30
2. Qualifications and Experience of the Project Team	20
3. References	20
4. Statement of Work/Implementation and Training Plan/Schedule	20
5. Cost and Annual Maintenance/Support Costs	10

## 6. SYSTEM INFORMATION

The Lead Procuring Agency and others listed on this RFP are Community Transportation Programs providing demand response and subscription service to the general public and agency passengers. The table below provides a general description of the range of transportation systems listed on the RFP.

Fiscal Year 2016	AppalCART Demand Response	AppalCART Fixed Route	ACTA Demand Response	ACTA Fixed Route
Average Daily Passenger Trips	81	5402	126	42.7
Average Daily Service Miles	582.5	2144	2153	105
Average Daily Service Hours	29.1	173.5	97.85	7.95
Vehicles in Fleet	14	24	18	1
Daily Hours of Operation	16	16	13.5	8
Number of Concurrent Expected Users	5	Same Users	4	Same Users

## APPENDIX 1

# FTA REQUIREMENTS AND SPECIAL CONDITIONS FOR TECHNOLOGY GOODS AND SERVICES

## **FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS**

*for*  
*TECHNOLOGY GOODS and SERVICES*

### **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 (22), dated October 1, 2015; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement & Lessons Learned Manual", October 2016; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 200, dated December 26, 2014, will supersede and apply in lieu of U.S. DOT's common grant rules, 49 C.F.R. parts 18 and 19, State and Local Governments and Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and any subsequent amendments or revisions thereto.

#### **THE FOLLOWING MAY BE USED SYNONYMOUSLY:**

**"BIDDER" AND "CONTRACTOR"**

**"PURCHASER", "PROCURING AGENCY" AND "OWNER"**

### **2. Federal Changes**

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

1. FTA's new authorizing legislation, 49 U.S.C. chapter 53, as amended, by the following:
  - a. The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,
  - b. The Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the "Surface Transportation and Veterans Health Care Choice Improvement Act of 2015," Public La No. 114-41, July 31, 2015, and other authorizing legislation to be enacted and
  - c. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Public Law No. 109-59, August 10, 2005, as amended by

the SAFTEA-LU technical Corrections Act of 2008, Public Law No 100-244, June 6, 2008.

2. Continuing resolutions or other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2016.
3. Title 23, U.S.C. (Highways)
4. Other federal legislation FTA administers, as FTA so determines.

### **3. Notification of Federal Participation**

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, 20.500, 20.505, 20.507, 20.509, 20.513, 20.514, 20.516, 20.518, 20.519, 20.521, 20.522, 20.523, 20.525, 20.526, 20.527, 20.528, 20.529, 20.530, and 20.531. Federal funding assistance up to eighty (80%) percent may be provided.

### **4. Definitions**

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

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

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

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

### **5. Conflict of Interest**

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

### **6. Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New

Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

## **7. Civil Rights Laws and Regulations**

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

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4702.1 “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”, issued October 1, 2012.

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

(a) Race, Color, Religion, National Origin, Disability, Age, Sexual Origin, Gender Identity, or Status as a Parent - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act, 28 C.F.R. § 50.3, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

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

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

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

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

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;

- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal regulations, "Miscellaneous Civil Rights Amendments (RRR)," pertaining to nondiscrimination on the basis of disability within 49 C.F.R. Parts 27, 37, and 38 were published in 79 Fed. Reg. 21402, April 16, 2014; and
- (12) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

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

(7) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(8) **Other Nondiscrimination Laws.** The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

(9) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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

## 8. **Contracting with Disadvantaged Business Enterprises**

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

a. This contract is subject to the requirements of U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26 [*U.S. DOT published final rule, "Disadvantaged Business Enterprise: Program Improvements," 49 C.F.R. Part 26, on January 28, 2011 (see 76 Fed. Reg. 5083)*], and Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, Pub. L. 111-147, March 18, 2010, 23 U.S.C. § 101 note.

The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is **6.1%**.

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

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

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Procuring Agency. In addition, these may apply:

- the contractor may not hold retainage from its subcontractors; or
- is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed; or
- is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Procuring Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.

d. The contractor must promptly notify the **Procuring Agency** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **Procuring Agency**.

## 9. Clean Air Act and Federal Water Pollution Control Act

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

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

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

## 10. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq. and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

## 11. Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j), 49 C.F.R. part 661, and the FAST Act Section 3011, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United

States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

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

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

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

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

## 12. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## 13. Cargo Preference - Use of United States-Flag Vessels

46 U.S.C. 55305 and 46 C.F.R. § 381.7 (The Maritime Administration (MARAD) regulations) impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor agrees to the following:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities

pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### **14. Debarment and Suspensions**

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

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

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

The Procuring Agency agrees and assures that its third party contractors and lessees will review the "Excluded Parties Listing System" at <https://www.sam.gov> before entering into any subagreement, lease or third party contract.

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

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

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

***The requisite Debarment and Suspension Certification is included as ATTACHMENT D (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.***

**15. Termination or Cancellation of Contract**

The Owner (Grant Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Owner's or Government's best interest. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. The Contractor shall be paid for the products delivered up to the time of termination. The Contractor shall promptly submit its termination claim to the Owner to pay the Contractor. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs. A 30-day notice of termination shall be required.

If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

**16. Breach of Contract**

If the Contractor fails to make delivery of the equipment, supplies, or services within the specified terms of the contract, or fails to perform within the provisions of the contract, the contract may be terminated by reason of default or breach. A written notice of default or breach of contract shall be presented to the Contractor within three (3) working days of such failure. The Contractor will only be paid the contract price for equipment, supplies, or services delivered and accepted in accordance with the requirements set forth in the contract.

If it is determined that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

The Owner in its sole discretion may, in the case of breach of contract, allow the Contractor a specified period of time in which to correct the defect. In such case, the notice of termination will state the time period in which the correction is permitted and other appropriate conditions.

If Contractor fails to remedy to the Owner's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within twenty (20) days after written notice from the Owner setting forth the nature of said breach or default, the Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Owner 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 Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or FTA Regional Counsel for the Region in which the Recipient is located and the NCDOT.

## **17. Resolution of Disputes**

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

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

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

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

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

## **18. Protest Procedures**

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

**19. No Federal Government Obligations to Third Parties**

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

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

**20. False or Fraudulent Statements an Claims**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, by executing the Grant Agreement or Cooperative Agreement, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, or agreement with or to the Federal Government involving a project authorized by 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.

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

**21. 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, 5339, 5310, 5311, 5316, or 5317.

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

The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

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.

**22. Patents and Rights in Data - CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK - ONLY**

A. Rights in Data - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes", any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (e), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the -Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition, of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents, of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) Therefore, when the Project is completed, the Contractor agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Contractor agrees to provide other reports pertaining to the Project that FTA may

request. The Contractor agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA.

(5) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

### **23. Privacy**

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, the 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.

### **24. National Intelligent Transportation Systems Architecture and Standards**

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards requirements of 23 U.S.C. § 517(d), as amended by MAP-21, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and

any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (*applicable to ITS projects*)

## **25. Recycled Products**

The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000. These requirements flow down to all contractor and subcontractor tiers.

To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

These items include, but may not be limited too:

### ***Non-paper office products:***

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

## **26. 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.

## **27. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a

conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

## **28. Hold Harmless**

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Purchaser/Owner of this Purchase Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

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

## **29. Safe Operation of Motor Vehicles**

### **a. Seat Belt Use.**

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

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

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

### **c. Safety. The Contractor is encouraged to:**

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

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

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

#### d. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

#### **30. Metric System**

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

#### **31. Geographic Information and Related Spatial Data.**

In accordance with U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, and OMB Circular A-16, Supplemental Guidance "Geospatial Line of Business," November 10, 2010, the Contractor agrees to implement this Project so that any activities involving spatial data and geographic information systems activities financed directly or indirectly, in whole or in part, by Federal assistance, are consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

#### **32. Exclusionary or Discriminatory Specifications**

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support procurements using exclusionary or discriminatory specifications.

#### **33. North Carolina State Ethics Requirement**

Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

- 1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural

Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

To be added near the signature portion of all contracts let by the Governor’s Cabinet Agencies and the Office of the Governor:

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

**34. Sensitive Security Information**

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

**35. Geographic Preference**

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

**36. 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**.

**37. Iran Divestment Act**

N.C.G.S. 147-86.59 requires that all bids or contracts or renewals with the State of North Carolina, North Carolina local governments, or any other political subdivision of the State of North Carolina have a certification that the contractor is not on the Final Divestment List as created by the NC State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act 2015 and N.C.G.S. § 147-86.55 and 147-86.59, the Contractor shall not utilize the performance of the contract any subcontractor that is identified on the Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website: [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.

Effective February 26, 2016. **(See Attachment F – Must be completed with all contracts over \$1,000)**

## ATTACHMENT A

### CERTIFICATION REGARDING LOBBYING

***(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)***

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making

- of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
  3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, in the State of \_\_\_\_\_; and the County of \_\_\_\_\_.

Notary Public \_\_\_\_\_  
My Appointment Expires \_\_\_\_\_

## ATTACHMENT B

### CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

***(To be submitted with all bids or offers for goods exceeding \$150,000. A bid or offer, which does not include this certification or the certification under Attachment C, will not be eligible for award. Only one certification may be submitted to be eligible for award.)***

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

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**

**CERTIFICATE OF NON-COMPLIANCE  
WITH BUY AMERICA REQUIREMENTS**

***(To be submitted with all bids or offers exceeding \$150,000. A bid or offer, which does not include this certification or the certification under Attachment B, will not be eligible for award. Only one certification may be submitted to be eligible for award.)***

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulation in 49 CFR Part 661.7.

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 D**

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

***(To be submitted with all bids exceeding \$25,000.)***

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

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

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

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

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

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

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

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

**ATTACHMENT E**

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

**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 F**

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

**IRAN DIVESTMENT ACT CERTIFICATION**

In accordance to N.C.G.S. 147-86.59, any contractor attempting to contract with the State of North Carolina, North Carolina local governments, or any other political subdivision of the State of North Carolina shall certify at the time of the bid or renewal that the assignee or contractor is not identified on a list created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each contractor, prior to contracting with the State certifies, and the undersigned on behalf of the contractor does hereby certify, to the following:

1. that the Contractor is not identified on the Final Divestment List of entities that the NC State Treasurer has determined engages in investment activities in Iran.
2. that the Contractor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the contractor to make this certification.

The agency shall include the certification in the procurement record.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer’s Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S.143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

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

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

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

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

## **APPENDIX 2**

### **SMALL PROFESSIONAL SERVICE FIRM (SPSF) PARTICIPATION**

#### DBE POLICY FOR CONSULTANTS AND SUBCONSULTANTS

(a) Policy

It is the policy of the North Carolina Department of Transportation that small businesses shall have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by federal and state funds.

The Department is committed to its annual aspirational goal(s) set on all federally-assisted and state funded contracts. Professional Services Contracts are race and gender neutral and do not contain goals. However, the CONSULTANT is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant participation on all contracts and supplemental agreements.

As a recipient of federal grant funding through the Public Transportation Division of the Department, AppalCART is also required to follow these policies.

(b) Obligation

In compliance with Title VI, 23 CFR 200, 230, 635, 117 (d) and (e) and 49 CFR Parts 21 and 26, the CONSULTANT and subconsultant shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability or sex in the performance of this contract. Failure by the CONSULTANT to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the North Carolina Department of Transportation and AppalCART deems necessary.

(c) Reporting Participation

When payments are made to subconsultants, including material suppliers, firms at all levels (CONSULTANT, subconsultant or subfirm) shall provide the Contract Administrator with an accounting of said payments. This accounting shall be furnished to the Contract Administrator for any given month, by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved CONSULTANT from the pre-qualified list or the removal of other entities from the approved subconsultants list. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the CONSULTANT has no subconsultant participation, the firm shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed.

A responsible fiscal officer of the payee CONSULTANT, or subconsultant, who can attest to the date and amount of the payments shall certify that the accounting is correct on the Form DBE-IS by affixing his/her signature. This information shall be submitted as part of the requests for payments made to AppalCART. A copy of the Form DBE-IS may be found on the NCDOT website.

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PRIME CONSULTANT  
TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY  
RACE AND GENDER NEUTRAL**

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

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*(Consultant/Firm Name and Federal Tax Id)*

<i>SERVICE / ITEM DESCRIPTION</i>	<i>Anticipated Utilization</i>
<b>TOTAL UTILIZATION:</b>	
<b>RECOMMENDED BY:</b>	
CONSULTANT:	
*BY:	
TITLE: <span style="float: right; border: 1px solid black; width: 40px; height: 15px; display: inline-block;"></span>	
SPSF Status:	Yes <input type="checkbox"/> No <input type="checkbox"/>

**“PRIME CONCONSULTANT” (FORM RS-2)**  
**RACE AND GENDER NEUTRAL**

**Instructions for completing the Form RS-2:**

1. Complete a Prime Consultant Form RS-2 for the prime consultant firm.
2. Insert TIP Number and /or Type of Work (Limited Services)
3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
4. Enter Service/Item Description – describe work to be performed by the Prime Firm
5. Enter Anticipated Utilization – Insert dollar value or percent of work to the Prime Firm
6. \*Signature of the Prime Consultant **is required** on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
7. Complete “SPSF Status” section - Check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
SUBCONTRACTOR  
TO BE USED WITH PRIME CONTRACTS  
RACE AND GENDER NEUTRAL**

\_\_\_\_\_  
*TIP No. and/or Type of Work (Limited Services)*

\_\_\_\_\_  
*(Firm Name and Federal Tax Id)*

\_\_\_\_\_  
*(Subcontractor/Sub-Firm Name and Federal Tax Id)*

<i>SERVICE / ITEM DESCRIPTION</i>		<i>Anticipated Utilization</i>
		<b>TOTAL UTILIZATION:</b>
<b>SUBMITTED BY:</b> SUBCONTRACTOR:	<b>RECOMMENDED BY:</b> FIRM:	
*BY:	*BY:	
TITLE:	TITLE:	<input type="checkbox"/>
SPSF Status:    Yes <input type="checkbox"/> No <input type="checkbox"/>		

**“SUBCONTRACTOR” (FORM RS-2-DBE) RACE AND GENDER NEUTRAL**

**Instructions for completing the Form RS-2-DBE:**

1. Complete a Subcontractor Form RS-2-DBE for each Subcontractor to be utilized by your firm.
2. Insert TIP Number and /or Type of Work (Limited Services) – if applicable
3. Complete the Firm name and Federal Tax ID Number for the primary firm information.
4. Complete the Subcontractor/Sub-firm name and Federal Tax ID Number for the sub firm

information.

5. Enter Service/Item Description – describe work to be performed by the Subcontractor.
6. Enter Anticipated Utilization – Insert dollar value or percent of work to the Subcontractor/Sub Firm
7. \*Signatures of both Subcontractor and Prime Consultant **are required** on each RS-2-DBE Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete “SPSF (Small Professional Service Firm) Status” section - Subcontractor shall check the appropriate box regarding SPSF Status, check “Yes” if SPSF or “No” if not SPSF. DBE/MBE/WBE automatically qualifies as a SPSF.

**In the event the firm has no subcontractors, it is required that this be indicated on the Subcontractor Form RS-2 form by entering the word “None” or the number “ZERO” and signing the form.**

**APPENDIX 3**

**FORM PROPOSAL AND ACKNOWLEDGEMENT OF ADDENDA**

## Form of Proposal & Acknowledgement of Addenda

I understand that the AppalCART reserves the right to reject this proposal, but that this proposal shall remain open and shall not be withdrawn for a period of sixty (60) days from the date of its submission. Prices submitted in response to the RFP will be valid for a minimum of 120 days from the date of proposal submission.

The price quoted in any proposal shall include all labor, materials, tools, equipment and other costs necessary to fully complete the design, manufacture, delivery and implementation of the system pursuant to the negotiated specifications.

Name of Firm: \_\_\_\_\_

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

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

Date: \_\_\_\_/\_\_\_\_/20\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: (\_\_\_\_)\_\_\_\_-\_\_\_\_

Fax Number: (\_\_\_\_)\_\_\_\_-\_\_\_\_

Email Address: \_\_\_\_\_

### Acknowledgement Of Addenda Received:

Addendum No.: Date Received: \_\_\_\_\_

Addendum No.: Date Received: \_\_\_\_\_

Addendum No.: Date Received: \_\_\_\_\_

If no addenda were received, write "N/A" in each "Addendum No." blank. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established.

Please attach a copy of each addendum received to this Exhibit.

## APPENDIX 4

### NORTH CAROLINA TRANSIT DEFINITIONS

#### **NCSU / ITRE Definitions for Implementing Technologies**

##### **Adapted From NCDOT/PTD definitions:**

(<http://www.ncdot.org/transit/nctransit/download/Glossary.pdf>)

**Accrual Accounting-** the accounting method required by the National Transit Database (NTD). A method of financial accounting where revenues are recorded when earned; the revenue does not have to be received in the same reporting period. Similarly, expenditures are recorded as soon as they result in liabilities for benefits received; the payment of the expenditure does not have to be made in the same reporting period (from NTD website). For example, accrual accounting means that the expense of a vehicle is recorded on the books when the vehicle is ordered. The revenues related to the vehicle purchase, including Federal and State reimbursements, are also recorded when the vehicle is ordered.

**Administrative Fee-** An overhead fee added to the cost of each trip

**Deadheading-** Operating without passengers.

**Deadhead-** Miles and hours that a vehicle travels when out of revenue service. This includes leaving and returning to the garage, changing routes, etc., and times when there is no reasonable expectation of carrying revenue passengers. However, it does not include charter service, school bus service, operator training, maintenance training, etc. For non-scheduled, non-fixed-route service (demand-responsive), deadhead mileage also includes the travel between the dispatching point and passenger pick-up or drop-off. (FTA)

**Demand Responsive - 1.** Non-fixed-route service utilizing vans or buses with passengers boarding and alighting at pre-arranged times at any location within the system's service area. Also called "dial-a-ride." (APTA) **2.** Passenger cars, vans or motor buses operating in response to calls from passengers or their agents to the transit operator, who then dispatches a vehicle to pick up the passengers and transport them to their destinations. A demand-response operation is characterized by the following: firstly, the vehicles do not operate over a fixed route or on a fixed schedule except, perhaps, on a temporary basis to satisfy a specific need; and secondly, the vehicle typically may be dispatched to pick up several passengers at different pick-up points before taking them to their respective destinations and may even be interrupted en route to these destinations to pick up other passengers. (FTA) **3.** Personal transit service operated on roadways to provide service on demand. Vehicles normally are dispatched and used exclusively for this service. (FTA)

**Demand-responsive system -** Any system of transporting individuals, including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specific public transportation service which is not a fixed-route system. (FTA)

**Deviated fixed-route service -** Any system of transporting individuals, including the provision of designated public transportation service by public entities and the provision of transportation service

by private entities, including, but not limited to, specific public transportation service which is not a fixed-route system. (FTA)

**Dial-a-ride** - Another name for "demand responsive." (APTA)

**Fixed route** - Service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations; each fixed-route trip serves the same origins and destinations, unlike demand-response and taxicab services. (APTA) Also does not include subscription services.

**Fixed-route system** - A system of designated public transportation services for which a vehicle is operated along a prescribed route according to a fixed schedule. (49CFR37)

**Formula funds** - Funds distributed or apportioned to qualifying recipients on the basis of formulas described in law; e.g., funds in the Section 18 program for Small Urban and Rural Transit Assistance, which are distributed to each state based on the state's percentage of national rural population. (APTA)

**Human-service transportation system** - Transportation systems which provide service exclusively to clients of human-service agencies. In North Carolina, there are three types of human-service transit systems: **1)** those that are consolidated and provide their own services; **2)** those that are consolidated and contract for transportation services; and **3)** those that are coordinated. (NCDOT)

**Passenger Miles** – The total number of miles traveled by passengers on transit vehicles; determined by multiplying the number of unlinked passenger trips by the average length of their trips. (APTA)

**Revenue Miles and/or Hours- 1)** The distance in miles / hours that a revenue vehicle is operated while it is available for passenger service. (TRB) **2)** The miles/hours a vehicle travels while in revenue service. Vehicle revenue miles/hours exclude travel to and from storage facilities, training operators prior to revenue service, road tests, breaks and deadhead travel, as well as school bus and charter services. (FTA)

**Route-** The path a vehicle follows while providing service.

**Run-** A piece of work (i.e. transporting seniors to a nutrition site, Work First clients to job sites, etc.).

**Service Miles and/or Hours-** The total number of miles / hours traveled by transit vehicles while providing service. Starts when the vehicle leaves the depot and stops when the vehicle returns to the depot. Includes deadhead miles / hours. (In fixed route transit, service hours can also be called Platform Hours) Service Miles / Hours does not include breaks, lunch, fueling or maintenance, etc.

**Subscription service-** Any public transportation service operated for a guaranteed number of patrons on a prepaid, reserved basis.

**Time service begins-** Start of morning transit service (i.e., the time when a revenue service vehicle leaves the garage, terminal or point of dispatch). (FTA)

**Time service ends-** End of night transit service (i.e., the time when a revenue service vehicle returns to the garage, terminal or point of dispatch). (FTA)

**Unlinked passenger trip (passengers)-** The number of passengers who board public transportation vehicles. A passenger is counted each time she or he boards a vehicle even though she or he may be on the same journey from origin to destination. (FTA) Also called passengers, passengers carried, passenger trips. Passenger trips do not include cancellations and no shows; however, they include attendants, guests and children.

**Vehicle Wait Time-** The time that the vehicle is assigned to dwell at typically an out of area facility to wait for return trips.

**Billing Scenarios (Stand Alone or Combinations)**

**Estimated Direct Miles-** the estimated number of miles from the client's origin to the client's destination (regardless of actual path traveled) times the rate.

**Passenger Miles and/or Hours-** the actual miles/hours that the passenger traveled on the vehicle times the rate

**Trip or Unit Cost-** (1) a set cost for the trip, regardless of miles or hours. (2) A flat fee charged for the vehicle use, plus an additional rate for miles traveled which may vary based on total miles.

**Vehicle Revenue Miles and/or Hours-** Excludes deadhead miles and/or hours

Example Formula = (Revenue Miles \* Revenue Miles Rate + Revenue Hours \* Revenue Hours Rate)/ # of Unlinked Passenger Trips

**Vehicle Service Miles and/or Hours-** Includes deadhead miles and/or hours.

Example Formula = (Service Miles \* Service Miles Rate + Service Hours \* Service Hours Rate)/ # of Unlinked Passenger Trips

**Zone-Based-** a rate based on the trip's origin and destination zone(s).

**Other-** may include an administrative fee and/or vehicle wait time; may exclude attendants or other passenger groups from the # of unlinked trips used to calculate the bill.

## **APPENDIX 5**

### **List of NC Transit Systems that may enter into an Inter-local Agreement with the Lead Agency to Purchase the Software**

Ashe County Transportation Authority, Inc.