Albermarle Regional Health Services d/b/a Inter-County Public Transportation Authority

Invitation for Bid

New 18,000-Gallon Skid Mounted Propane Fueling Station

Submittal Location: 110A Kitty Hawk Lane,
Elizabeth City, North Carolina 27909

Site Visit

Date: September 9th, 2026
Time: 1:30 PM Local Time
Location: 110A Kitty Hawk Lane,
Elizabeth City, North Carolina 27909

Procurement Contact: Cody Copeland Transportation Director
Phone: 252-338-4477
Email: cody.copeland@arhs-nc.org

Contents

1 NOTICE OF ADVERTISEMENT

Albemarle Regional Health Services
d/b/a Inter County Public
Transportation Authority,

Transport Sized Propane Fueling
Station

Sealed bids for a new 18,000-Gallon Propane Fueling Station will be received by Cody Copeland, Transportation Director, until September 30th 2:00 PM local time on at 110A Kitty Hawk Lane, Elizabeth City North Carolina 27909, at which time the Bids received will be opened and read. Late bids will not be accepted.

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED — Transport Sized Propane Station" and shall be addressed to Inter-County Public Transportation, Attn: Cody Copeland, 110A Kitty Hawk Lane, Elizabeth City North Carolina 27909.

ARHS-ICPTA is soliciting bids from qualified vendors to provide a turnkey Skid Mounted 18,000-gallon propane autogas fueling station at the Inter-County Public Transportation Facility located at 110 Kitty Hawk Lane, Elizabeth City, North Carolina 27909. The scope of work shall include all aspects of design, engineering, equipment procurement, delivery, construction, installation, electrification, training, and final commissioning.

The selected vendor shall be responsible for obtaining all required permits and ensuring full compliance with all applicable local, state, and federal regulations. All proposals must reflect a complete and fully operational system delivered in accordance with these requirements.

Prospective Bidders may examine the Bidding Documents at Inter-County Public Transportation Authority home office, 110A Kitty Hawk Lane, Elizabeth City NC 27909, Monday through Friday between the hours of 8:00 am and 4:00 pm. Copies of the solicitation may be obtained from the locations listed below free of charge:

1. Download the Bid Documents from ICPTA Website: https://www.icpta.net home page
2. Download the Bid Documents from the State of North Carolina eVP website: https://evp.nc.gov .

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page (cody.copeland@arhs-nc.org). Deadline for questions is September 9th, 2026 at 2:00 PM local time.

Bidders are required to comply with the non-collusion requirements set forth in the Bidding Documents.

The work performed under the resulting 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 (31), dated May 2, 2024, FTA Circular 4220.1 F, dated November 1 , 2008; "Best Practices Procurement Manual", updated October 2016; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

This procurement is being made using Local, State of North Carolina and/or the Federal Transit Administration financial assistance grants awarded ARHS-ICPTA. The successful supplier shall be required to comply with all applicable state and federal laws, regulations, and special terms and conditions of the grant agency(ies).

ARHS-ICPTA (Owner) reserves the right to reject any or all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid and Bidder whom they find, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid and Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities and technicalities not involving price, time, or changes in the Work and to negotiate, as allowed by law, contract terms with the Successful Bidder.

All bids shall become public record at the time of award.

Title VI Nondiscrimination Statement

Albemarle Regional Health Services d/b/a Inter-County Public Transportation Authority (ARHS-ICPTA), in accordance with Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance.

ARHS-ICPTA further prohibits discrimination based on disability, age, sex, and low-income status in accordance with applicable laws and regulations.

Any person who believes they have been subjected to discrimination under Title VI may file a complaint with ARHS-ICPTA. For more information on ARHS-ICPTA's civil rights program, including how to file a complaint, contact ARHS-ICPTA or visit the agency's website.

--End of Advertisement--

2 BID SUBMISSION

2.1 BID SUBMISSION DEADLINE

Sealed bids are to be received by Inter-County Public Transportation Authority for Transport Sized Propane Fueling Station until September 30th at 2:00 PM local time at 110A Kitty Hawk Lane, Elizabeth City, North Carolina 27909. Late bids will not be accepted.

2.2 BID DELIVERY REQUIREMENTS

All Bids must be submitted by email or in a sealed box or opaque envelope plainly marked as follows:

[Name of Contractor Submitting Bid]
New Skid Moounted18,000-Gallon Propane Fueling Station

Attention: Cody Copeland

Your company name and the solicitation number must be visible in the subject line or on the delivery box/envelope. Ship, Mail, email or Hand Deliver to the following address:

Inter-County Public Transportation Authority
110A Kitty Hawk Lane
Elizabeth City, NC 27909
Attention: Cody Copeland

Electronic (email) or facsimile submissions will be accepted submitted to cody.copeland@arhs-nc.org

There is no expressed or implied obligation for Albemarle Regional Health Services d/b/a Inter-County Public Transportation Authority (ARHS-ICPTA) to reimburse firms for any expenses incurred in preparing Bids in response to this request.

ARHS-ICPTA reserves the right to reject any or all Bids, to waive technicalities and to make such selection deemed in its best interest. With limited response, ARHS-ICPTA reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement.

2.3 NON-MANDATORY PRE-BID CONFERENCE AND SITE VISIT

A Site Visit will be held on September 9th at 1:30 PM local time at 110A Kitty Hawk Lane Elizabeth City, NC 27909. Representatives from the Transportation Services Department will be on-hand to give a brief overview of the project and to answer questions.

2.4 BID QUESTIONS

Bid questions will be due on or before September 9th 2026 at 2:00 PM local time. The primary purpose of this is to provide participating Contractors with the opportunity to ask questions, in writing, as related to the IFB.

Submit questions by email to Cody Copeland (cody.copeland@arhs-nc.org) by the deadline shown above. (Do not send questions in a graph or Excel sheet format.) The email subject line should be identified as follow: New Skid Mounted18,000-Gallon Propane Fueling Station. All questions and answers may be posted as addenda on www.ICPTA.net and https://evp.nc.gov.

2.5 BID ADDENDUM

ARHS-ICPTA may modify the IFB prior to the date fixed for submission of Bids by the issuance of an addendum. It is the bidder's responsibility to periodically check the ICPTA's website until the posted Bid Deadline to obtain any issued addenda.

Should an Offeror find discrepancies or omissions in this IFB, or any other documents provided by ARHS-ICPTA, the Offeror should immediately notify ARHS-ICPTA of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda.

3 INTRODUCTION

3.1 Summary

Albemarle Regional Health Services d/b/a Inter-County Public Transportation Authority (ARHS-ICPTA) serves five counties—Chowan, Perquimans, Pasquotank, Camden, and Currituck—in Northeast North Carolina. ARHS-ICPTA is a rural public transportation provider offering services to the general public, with trips to and from service providers, community resources, and other designated destinations.

ICPTA's fleet of buses is equipped with specialized features to accommodate elderly, disabled, and general public passengers. Vehicles are designed for easy boarding and alighting for individuals requiring assistance and are equipped with wheelchair lifts to ensure safe and efficient loading and unloading.

A key component of ICPTA's service is the timely delivery of passengers, which enhances reliability and fosters trust among contracted agencies and the public. Drivers are required to participate in comprehensive training programs, including driver training, on-the-job training, client sensitivity training, emergency operations training, and ongoing safety meetings.

Hours of operation are from 4:30 a.m. to 7:30 p.m., Monday through Friday. All 29 revenue service vehicles and 3 support vehicles are equipped with bi-fuel systems, allowing operation on both auto-gas propane and gasoline.

3.2 PURPOSE

ARHS-ICPTA is soliciting bids from qualified vendors to provide a turnkey New Skid Mounted 18,000-gallon propane autogas fueling station at the Inter-County Public Transportation Facility located at 110 Kitty Hawk Lane, Elizabeth City, North Carolina 27909. The scope of work shall include all aspects of design, engineering, equipment procurement, delivery, construction, installation, electrification, training, and final commissioning.

The selected vendor shall be responsible for obtaining all required permits and ensuring full compliance with all applicable local, state, and federal regulations. All proposals must reflect a complete and fully operational system delivered in accordance with these requirements.

3.3 NOTICE OF FEDERAL FUNDING

The work performed under the resulting 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 work performed under the resulting contract will be financed, in part, by grants provided by the State of North Carolina under programs of the **Federal Transit Administration (FTA)**. References to federal law, regulations, and guidance include, but are not limited to:

- **FTA Master Agreement (MA-20)**, dated October 1, 2013, as currently in effect;
- **FTA Circular 4220.1F** (Third Party Contracting Requirements), dated November 1, 2008, as may be updated or superseded by **FTA Circular 4220.1G**;
- **Best Practices Procurement Manual**, updated March 13, 1999, with revisions through October 2005;
- **2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**, which supersedes prior references to 49 CFR Part 18 (State and Local

Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).

- ***Any Subsequent amendments or revisions thereto.***

All procurement activities under this solicitation must comply with applicable **federal, state, and local laws**, FTA regulations, and grant requirements. The successful supplier shall ensure full compliance with all special terms and conditions of the funding agency.

4 INSTRUCTIONS

4.1 COMMUNICATIONS

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Invitation for Bid (IFB) must be made only through the Procurement Contact noted on the cover of this IFB. A violation of this provision is cause for ARHS-ICPTA to reject a Company's bid. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

4.2 BIDDERS ACKNOWLEDMENT

The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

All bids shall become public record at the time of award.

4.3 DUPLICATE BIDS

No more than one (1) bid from any Bidder will be considered by ARHS-ICPTA. In the event multiple bids are submitted in violation of this provision, ARHS-ICPTA will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

4.4 BID SIGNATURES

An authorized company official must sign Bids. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to ICPTA if the Bidder is determined to be the lowest responsive, responsible Bidder.

4.5 BIDDERS RESPONSIBILITIES

The Bidder must be capable, either as a firm or a team, of providing all parts as described herein. Exclusion of any parts or services for this Bid may serve as cause for rejection.

The successful Bidder will be responsible for all work in this solicitation whether they are provided or performed by the successful Bidder or subcontractor(s). Further, ICPTA will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. **The successful Bidder must be an authorized dealer of the proposed scale and associated equipment. This manufacturer authorization must include required installation certifications and warranty work provisions.**

5 BACKGROUND

Albemarle Regional Health Services, d/b/a Inter-County Public Transportation Authority (ARHS-ICPTA), currently operates 29 Revenue Service Vehicles and 3 Support Vehicles fueled by Propane Auto-Gas. ARHS-ICPTA is committed to reducing its carbon footprint across the five counties it serves. At present, the organization consumes approximately 60,000 gallons of Auto-Gas Propane annually.

ARHS-ICPTA currently maintains a 2,000-gallon storage tank fueling station at 110A Kitty Hawk Lane, Elizabeth City, North Carolina. To further decrease its carbon footprint and reduce the cost per gallon of Auto-Gas Propane, ARHS-ICPTA seeks a qualified bidder to install an New Skid Mounted 18,000-gallon storage tank fueling station. This upgrade will allow ARHS-ICPTA to bulk order a transport load of Auto-Gas Propane, eliminating the need for a Bob-Tail to refuel on-site every three days and will reduce the overall price of propane per gallon the agency consumes.

6 SCOPE

The Contractor shall provide a complete turnkey solution, including, but not limited to, engineering, permitting, equipment supply, construction, installation, electrification, training, and commissioning. The final system shall be fully operational and ready for immediate use upon project completion.

7 ENGINEERING AND DESIGN

The Contractor shall:

a. Develop and submit detailed site plans and layout drawings.
b. Provide sealed engineered drawings, including civil, mechanical, and electrical plans, prepared by licensed professionals.
c. Coordinate with ARHS-ICPTA and applicable authorities having jurisdiction.
d. Provide permitting and ensure all documentation required for approvals is submitted.
e. Ensure compliance with all applicable codes and standards, including but not limited to:
    a. NFPA 58 (Liquefied Petroleum Gas Code)
    b. All applicable State of North Carolina Construction and LP Gas regulations
    c. All applicable Federal Codes pertaining to this project
    d. Local building, fire, and safety codes

8 EQUIPMENT AND SYSTEM COMPONETS

The Contractor shall furnish and install a New Skid Mounted 18,000-Gallon Propane Autogas Fueling System, including:

a. One (1) new 18,000-gallon propane skid-mounted storage tank.
b. A complete dispensing system, including but not limited to pumps, meters, hoses, filters, valves, and associated components.
c. One (1) truck unloading station designed in accordance with applicable safety standards.
d. A data management system capable of providing real-time monitoring of propane levels.
e. Fuel management capabilities that record:

    - Vehicle identification number or unit number
    - Mileage or odometer reading
    - Date and time of dispensing
    - Quantity of fuel dispensed

9 CONSTRUCTION AND INSTALLATION

The Contractor shall:

a. Provide and install an engineered reinforced concrete pad designed to support the propane tank skid and fueling system. *The existing site surface shall not be used as a foundation.*
b. Furnish all equipment necessary for installation, including cranes, rigging, and related tools.
c. Install all mechanical, piping, and structural components required for a complete system.

d. Install one galvanized 4" x 4" post, with the top set 60 inches above finished grade, for mounting the PPE box provided by ICPTA. Locate the post adjacent to the fuel dispenser.
e. The Contractor shall provide engineered crash protection around all LP-gas storage tanks, dispensers, piping, and related fueling equipment exposed to vehicular traffic. Protection shall meet the requirements of **NFPA 58 – Liquefied Petroleum Gas Code**, as adopted by the **North Carolina Fire Code**, with any applicable local amendments.

Minimum Requirements for Crash Protection:

1. **Bollard Design and Material**
   - Bollards shall be constructed of **steel pipe, minimum 6-inch diameter (Schedule 40 or greater)**.
   - Bollards shall be **concrete-filled** to enhance impact resistance.
   - Bollards shall be **engineered to withstand impact from a standard light- to medium-duty vehicle** at speeds typical of site traffic.
2. **Dimensions**
   - **Above-grade height:** Minimum 42 inches from finished grade.
   - **Below-grade embedment:** Minimum 2–3 feet in concrete footing, designed to prevent overturning or bending under vehicle impact.
3. **Placement**
   - Bollards shall be positioned to **fully protect all tanks, dispensers, piping, and valves** accessible to vehicles.
   - Spacing and layout shall be determined based on **vehicle traffic patterns and equipment exposure**, subject to approval by the **Authority Having Jurisdiction (AHJ)**.
   - Placement shall comply with all applicable **local, state, and federal codes**.
   - **Engineering Certification**
   - All bollard and crash-post designs must be **stamped by a licensed professional engineer** and submitted to ARHS-ICPTA and the AHJ for review and approval prior to installation.
4. Paint
   - All Bollards shall be painted Safety Yellow
5. **Compliance Verification**
   - Contractor shall coordinate with ARHS-ICPTA and the AHJ to ensure the installed system **meets all NFPA 58 standards**, NC Fire Code requirements, and any local amendments or site-specific conditions.

Reference Standards:

- NFPA 58 – Liquefied Petroleum Gas Code (latest edition)
- North Carolina Fire Code, including any adopted LP-gas amendments

- Authority Having Jurisdiction AHJ (local fire marshal/building inspector)

10 ELECTRICAL AND CONTROLS

The Contractor shall:

a. Provide engineered drawings from the ICPTA building to the propane fueling station.
b. Provide and install all electrical components required for the operation of the fueling station.
c. Ensure all electrical components are connected to the facility's generator transfer switch to maintain operation during a power outage.
d. Connect electrical service from the Mechanical Room within the ICPTA facility to the propane fueling station using underground wiring. (Approximately +/- 250feet of underground electrical)
e. Electrical components shall be encased in conduit.
f. Three-phase power is available.
g. Ensure all electrical work complies with applicable codes, including the National Electrical Code.

11 SAFETY SYSTEMS

The Contractor shall furnish, install, and commission a complete emergency shutdown system in full compliance with NFPA 58, North Carolina Fire Code, local amendments, and applicable federal regulations, including FTA requirements:

a. The system shall be capable of **immediately closing all pneumatic valves** at the propane storage tank and truck unloading station to stop fuel flow in an emergency.
b. A **manual emergency shutoff device** shall be installed at a **remote, readily accessible location**, outside potential hazard areas, as approved by the Authority Having Jurisdiction (AHJ).
c. The system shall incorporate all other **required safety features**, including but not limited to:

    - Properly rated piping, valves, and leak detection.
    - Grounding and bonding per NFPA 58 and the National Electrical Code (NEC).
    - Adequate signage and hazard markings.
    - Integration with fire and alarm systems, if applicable.

d. The Contractor shall coordinate all emergency shutdown system design and installation with **ARHS-ICPTA personnel and the AHJ**, and provide **documentation, testing, and training** to ensure operational readiness and compliance.
e. The contractor shall provide all required fire extinguishers for the fueling system.

12 PERMITTING AND REGULATORY COMPLIANCE

The Contractor shall:

a. Obtain all required engineering approvals, permits, and authorizations at the local, state, and federal levels.
b. Coordinate inspections with all authorities having jurisdiction.
c. Contractor shall perform a Fire and Safety Analysis of the fueling station, including emergency shutdown, crash protection, and regulatory compliance, and submit it to the AHJ for review and approval.
d. Ensure full compliance with all applicable laws, codes, and regulations.

13 TESTING, TRAINING AND COMMISSIONING

The Contractor shall perform all post-construction activities required to ensure that the propane autogas fueling station is fully operational, safe, and compliant with all applicable codes and regulations. Responsibilities include, but are not limited to:

a. System Testing

- Perform all required testing of the fueling station, including mechanical, electrical, and safety systems.
- Verify proper operation of emergency shutdown systems, alarms, leak detection systems, and data management systems.
- Ensure that the dispensing system accurately records fuel quantity, vehicle/unit identification, odometer readings, and time/date stamps.

b. On-Site Training

- Provide comprehensive on-site training for ARHS-ICPTA personnel, covering:
  - Safe operation of the fueling station
  - Routine maintenance and troubleshooting procedures
  - Emergency shutdown procedures and safety protocols
  - Recordkeeping and data management system operation

c. Commissioning and Operational Readiness

- Fully commission the system, demonstrating that all components function correctly and meet project requirements.
- Ensure that the fueling station is ready for immediate use by ARHS-ICPTA.

d. Documentation and Regulatory Compliance

- Submit complete Operation & Maintenance (O&M) manuals, as-built drawings, inspection certifications, and warranty documentation.
    - System description
    - As-built drawings
    - Operating procedures
    - Startup and shutdown instructions
    - Maintenance requirements
- Obtain and provide proof of final approvals and inspections from all authorities having jurisdiction (AHJ) and any applicable state or local agencies.
- All warranty documentation for equipment and workmanship

e. Punch-List Resolution and Warranty Activation

- Address all items identified during commissioning and final inspection.
- Confirm activation of all warranties for equipment, installation, and workmanship, providing written confirmation to ARHS-ICPTA.

13.1 WARRANTY

All construction and components concerning this project will have a minimum 1-year parts and labor warranty.

Site of where work is to be done:

Black Outline is where ARHS-ICPTA would like for bidder to pour pad for 18,000 Gallon Propane Refueling Skid.

Red Line is approximately 250 Feet for the distance of trenching for 3 Phase Power

14 EVALUATION OF BIDS AND AWARD PROCEDURES

14.1 BID INFORMATION

Bids must be made in strict conformance using the Invitation for Bid (IFB) forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed forms shall be without erasures, lineation, or alterations. In accepting the bid, the ARHS-ICPTA will assume that no alterations have been made, and if they appear afterward, they shall not be binding on ARHS-ICPTA.

All Bid Documents shall be signed by an individual who is authorized to contractually bind the company. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by the County. All unsigned Bids will be disqualified. In submitting a Bid, Offeror affirms all statements contained in the bid are true and accurate.

14.2 Bid Evaluation Point System (100 Points Total)

Minimum Responsiveness Requirements (Pass/Fail)

- Complete bid submission (signed, no omissions)
- Meets all **mandatory specifications**
- Proper licensing and insurance
- Compliance with **FTA and NC procurement requirements**
- Ability to provide financial documentation
- Ability to provide North Carolina Stamped Engineered drawings

1. Cost / Price – 30 Points

- Lowest responsive bid receives full **30 points**

2. Technical Compliance & System Design – 20 Points

- Compliance with **NFPA 58**, NC Fire Code, NEC – 5 pts
- Completeness of turnkey system (engineering → commissioning) – 5 pts
- Quality of equipment (tank, pumps, dispenser, controls) – 5 pts
- Data management system functionality (fuel tracking, reporting, real-time monitoring) – 5 pts

3. Contractor Experience & Qualifications – 15 Points

- Experience with propane/autogas fueling stations – 5 pts

- Past performance on similar size projects (≥10,000 gallon systems) – 5 pts
- Quality of references (public sector / transit preferred) – 5 pts

4. **Project Schedule & Delivery Timeline – 10 Points**

- Time to complete (engineering → commissioning) – 5 pts
- Realism and clarity of schedule – 5 pts

(Shortest reasonable timeline gets highest score—not just fastest unrealistic bid.)

5. **Safety & Regulatory Approach – 10 Points**

- Quality of safety systems (ESD, crash protection, grounding, signage) – 5 pts
- Permitting strategy and coordination with AHJ – 5 pts

6. **Warranty, Training & Support – 5 Points**

- Warranty beyond 1-year minimum – 2 pts
- Quality of training program – 2 pts
- O&M documentation and long-term support – 1 pt

Bonus / Tie-Breaker (Optional – Up to 10 Points)

- Local or regional experience – up to 2 pts
- Value-added features (remote monitoring, redundancy, efficiency improvements) – up to 3 pts
- Ability to provide North Carolina Stamped Engineered drawings – 5 pts

14.3 TERMS OF SUBMISSION

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of ARHS-ICPTA and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and ARHS-ICPTA shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

14.4 BID AWARD

The award shall be made to the highest scoring, responsible bidder, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract.

ARHS-ICPTA shall review the terms and conditions, and confirm performance under this contract has been satisfactory. However, ARHS-ICPTA reserves the right to terminate the contract or to allow the contract period to elapse.

A Bid may be rejected if it is incomplete. ARHS-ICPTA may reject any or all Bids and may waive any immaterial deviation in a Bid.

The award document may incorporate, by reference, all the requirements, terms and conditions of the solicitation and the Bidder's Bid as negotiated.

ARHS-ICPTA shall have a period of 120 days after opening of Bids in which to award the contract. A Contract shall serve as the agreement for the purpose of this award. Contents of the Bid shall become contractual obligations if a contract ensues. Failure of the Bidder to honor these obligations may result in cancellation of the award.

14.5 REFERENCES

Provide with bid a list of project references to include name of company, contact name, phone number and email address, name of project.

14.6 APPLICATION OF NORTH CAROLINA GENERAL STATUTES

The General Statutes of North Carolina regarding purchasing and competitive bidding (**G.S. § 143-129**) are made a part herein and will govern the bidding process as applicable.

15 GENERAL CONDITIONS AND REQUIREMENTS

15.1 MINIMUM REQUIREMENTS FOR BIDDERS

Bids shall be considered only from companies normally engaged in performing the type of work specified in this solicitation. ARHS-ICPTA, in its discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory.

The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience, to undertake the services required. The Offeror shall also certify that insurance coverage that meets or exceeds industry standards for this type of work will be in-force to mitigate risk during performance under the contract

15. 2 TERMS AND CONDITIONS

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All bids submitted in response to this request shall become the property of ARHS-ICPTA and as such, may be subject to public review after the bid is awarded.

15.3 CERTFICATION

In response to the IFB Request, the Contractor certifies the following:

- This bid is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within ten (10) calendar days after notice of award.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this solicitation.

16 FINANCIAL INFORMATION

The Bidder must have the following financial information readily available and have the ability to provide it to the ARHS-ICPTA, without exception, within twenty-four (24) hours upon request during the bid certification process:

1. Annual audited financial reports for the past five (5) fiscal years.
2. Credit reports, credit bulletins, bank and vendor references, and any other
3. Published statements by agencies that have been issued or published about the entity within the past five (5) years.
4. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years.
5. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to ARHS-ICPTA.

17 CONTRAUAL OBLIGATIONS

The contents of this Bid and the commitments set forth in the Bid shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the awarded bidder.

18 COMPLAINCE WITH LAWS

Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.

19 MODFICATION OR WITHDRAWL OF BID

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw his bid. After the scheduled closing time for receiving bids, no bid may be withdrawn for 90 days. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by ARHS-ICPTA prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Bid." Oral, telephone or fax modifications or corrections will not be recognized or considered.

20 DISPUTES

In case of any doubt or differences of opinion as to the services to be furnished hereunder, the decision of ARHS-ICPTA shall be final and binding upon both parties.

The Contractor shall ensure all claims arising out of or relating to this project shall be governed by, and construed in accordance with the laws of the State of North Carolina, without regard to principles of conflicts of laws. The parties will irrevocably consent and submit to the exclusive jurisdiction of any federal or state court located in the state of North Carolina to decided any dispute arising out of or relating to this project.

21 CONTRACT COMMENCEMENT

Commencement of a contract shall not begin prior to all necessary approvals and receipt of an ARHS-ICPTA Purchase Order. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.

22 RIGHT OF CANCELLATION

Any contract entered with ARHS-ICPTA that requires ongoing payments after the end of the fiscal year in which the equipment is purchased is cancelable by ARHS-ICPTA in the event that continuing funds are not appropriated.

23 EQUAL EMPLOYMENT OPPORTUNITY

All Companies will be required to follow Federal Equal Employment Opportunity (EEO) policies. ARHS-ICPTA will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

24 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

25 E-VERIFY

E-Verify is the federal program operated by the United States Department 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. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

26 DRUG FREE WORKPLACE

During the performance of this project, the Firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

27 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. ARHS-ICPTA reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

$500,000	Each Accident
$500,000	Disease - Each Employee
$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager) Covering Ongoing and Completed Operations involved in this Agreement.

$2,000,000 General Aggregate

$2,000,000 Products/Completed Operations Aggregate

$1,000,000 Each Occurrence

$1,000,00 Personal and Advertising Injury Limit

c. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

$1,000,000 Combined Single Limit - Any Auto

D. PROFESSIONAL LIABILITY

(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

28 INDEMIFICATION

Contractor agrees to protect, defend, indemnify and hold ARHS-ICPTA, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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APPENDIX A

Bid Package Checklist:

- Bid for the total project including materials/supplies/labor ect. (Signed)
- Appendix B: Bid Submission Form (Signed)
- Appendix C: FTA Forms – As applicable
- Evidence of Authority to do business in the State of North Carolina
- Project References
- Proposed Subcontractors(s) List if Applicable
- Required Federal and State Forms List (must be signed)
    - Buy America Certification Steel or Manufactured Products
    - Government-Wide Debarment and Suspension
    - Certification and Restrictions on Lobbying
    - Certification of Compliance with Davis-Bacon
    - Affidavit of Compliance with NC E-Verify

Representative Name: ______________________________

Representative Title: ______________________________

Representative Signature: ______________________________

APPENDIX B

New Transport Sized Propane Fueling Station

SUBMIT WITH BID

This Bid is submitted by:

Company Legal Name: ______________________________

Representative Name: ______________________________

Representative Signature: ______________________________

Representative Title: ______________________________

Address:

____

City/State/Zip: ______________________________

Email Address: ______________________________

Phone Number: ______________________________

Website Address:

____

It is understood that ARHS-ICPTA reserves the right to reject any and all Bids, to make awards according to the best interest of ARHS-ICPTA, to waive formalities, technicalities, to recover and re-bid this project. Bid is valid for 120 calendar days from the Bid due date and is submitted by an executive of the company that has authority to contract with ARHS-ICPTA. All bids will become public record after the project as been awarded.

Name: ______________________________

Title: ______________________________

Signature: ______________________________

APPENDIX C – Federal Requirements and Special Conditions

Transport Sized Propane Fueling Station

SUBMIT WITH BID

Please review the following Federal Requirements and submit forms as required:

ACCESS TO RECORDS AND REPORTS

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

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with

2 C.F.R. S 200.334. 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.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR S 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR S 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. S 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. SS 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. SS 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR S 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. S 661 .7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, SS 70911 — 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of S 70914(a) nor a finding under S 70914(b). In accordance with 2 CFR S 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. S 5323(u) and 49

C.F.R. S 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: https://www.transit.dot.gov/buyamerica

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding $100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,

(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted,

guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. S 55305, and U.S. Maritime Administration regulations, "Cargo Preference — U.S.-Flag Vessels," 46 CFR Part
381.

b. to furnish within 20 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 46 CFR S 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; 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.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation — Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

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

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. S 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title Vll of the Civil Rights Act of 1964, as amended, 42 U.S.C. S 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21 , and 49 U.S.C. S 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. S 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. S 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. S 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. S 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. S 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. S 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title Vll of the Civil Rights Act, as amended, 42 U.S.C. S 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. SS 12101 , et seq., and Federal transit laws at 49 U.S.C. S 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. SS 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. S 6101 et seq., 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, and Federal transit law at 49 U.S.C. S 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. S 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. S 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. S 4151 et seq., and Federal transit law at 49 U.S.C. S 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. S 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. S 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

<u>Clean Air Act</u>

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. S 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA."

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR S 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. S 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. SS 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. S 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. S 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. S 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and onehalf times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (I) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. S 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. SS 3141-3144, and 31463148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. S 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. SS 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. S 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. S 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.S 6201).

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

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

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR S 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR S 200 or as amended by 2 CFR S 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 Recipient, 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 the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of singleuse plastic products. See Executive Order 14057, section 101, Policy.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. S 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal

Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. S 1001 and 49 U.S.C. S 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

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.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the 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 Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

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

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States —

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

(1)) applications for federal assistance,

(2) requests for proposals or solicitations,

(3) forms,

(4) notifications,

(5) press releases,

(6) other publications.

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default Breach or (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency 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 Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

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

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)
The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency 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 Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

Termination for Convenience or Default (Cost-Type Contracts)
The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

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

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. S 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain covered telecommunications equipment or services;
2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services;
or 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

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

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

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

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

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

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

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award

is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

DOMESTIC PREFERENCES FOR PROCUREMENTS

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

b. For purposes of this section:

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

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

c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company ____

Name ____________________________ Title ____________________________

Signature ____________________________ Date ____________________________

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company ____

Name ____________________________ Title ____________________________

Signature ____________________________ Date ____________________________

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspension,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds $25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
   a. Debarred from participation in its federally funded Project,
   b. Suspended from participation in its federally funded Project,
   c. Proposed for debarment from participation in its federally funded Project,
   d. Declared ineligible to participate in its federally funded Project,
   e. Voluntarily excluded from participation in its federally funded Project, or
   f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: ____

Signature of Authorized Official:______________________________Date_______/_______/_______

Name and Title of Contractor's Authorized Official: ______________________________________

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, ____

hereby certify

(Name and title of official)

On behalf of

____ that:

(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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.

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.,

Name of Bidder/Company Name:

____

Type or print name:

____

Signature of authorized representative:

______________________________ Date________/_________/________

CERTIFICATION OF COMPLIANCE WITH

DAVIS–BACON PROVISIONS

PROJECT: ____
(List name of construction project/repair)

LOCATION:______________________________ NC **COUNTY:**_____________
(City)

CONTRACTOR/SUBCONTRACTOR:______________________________

In accordance with the requirements of the Davis-Bacon Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government are being paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of title 40, United States Code.

In addition, the owner/representative must conduct adequate oversight for compliance with Davis-Bacon and related Acts through (a) the review of payrolls and associated certifications, (b) conducting of employee interviews if necessary, and (c) the posting of the Davis-Bacon Poster, all wage determinations, and additional classifications (as appropriate) on the work site.

The Contractor/Subcontractor,________________________, certifies or affirms the truthfulness and accuracy of the above statement and that the referenced project will be in compliance with the Davis-Bacon requirements.

____
Date

____
Signature of Contractor's Authorized Official

____
Name and Title of Contractor's Authorized Official

Subscribed and sworn to before me this ___ day of _______, 20__, in the State of ____________; and the County of ____________.

(SEAL)

Notary Public ______________________

My Appointment Expires _________________

STATE OF ________________
COUNTY OF________________

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES
(To be submitted with all bids)

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

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

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

3. ☐ Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute 564-26. 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 564-26.

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 564-26.

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______________________________
My Appointment Expires______________________________