



**INVITATION FOR BID (IFB) No. 26-050**

**FOR**

**ELECTRIC VEHICLES CHARGING STATIONS**

Research Triangle Regional Public Transportation Authority dba GoTriangle (GoTriangle), as authorized under the N.C.G.S. [§160A-610](#), is seeking to establish a contract for the above-mentioned services.

The Invitation For Bid (IFB) document is available for download at the GoTriangle's website: <https://GoTriangle.org/procurement-opportunities>.

---

Submission Date & Time: **March 3, 2026 by 2:00 pm local NC time**

---

Submission Location: **Sealed bid envelope shall be delivered to:**

**GoTriangle  
Attn: Tim Heule, Procurement Officer  
4600 Emperor Blvd, Suite 100  
Durham, NC 27703**

**Bid No. 26-050 shall be clearly written on the outside of the envelope.**

---

Pre-Bid Conference: **February 18, 2026 at 10:00 am local NC time**

Location: **GoTriangle Bus Operations Maintenance Facility (BOMF)  
5201 Nelson Rd., Morrisville, NC 27560**

---

**Instructions for preparing and submitting a bid are provided in the Instructions to Bidders section of this document. To be deemed responsive and responsible, bidders must submit all items specified in Section 5. Bid Package of the Instructions to Bidders.**

---

Late bids will not be accepted. All Inquiries regarding this solicitation shall be submitted to:

Tim Heule, Procurement Officer  
Email: [THeule@GoTriangle.org](mailto:THeule@GoTriangle.org) Office: 919-485-7559

**GOTRIANGLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.**

## Table of Contents

<b>NOTICE PAGE</b> .....	1
<b>SCOPE OF SERVICES</b> .....	4
<b>BACKGROUND</b> .....	4
<b>SCOPE OF WORK</b> .....	5
1. OVERVIEW .....	5
2. DESIGN PHASE AND PERMITTING .....	5
3. CONSTRUCTION PHASE - REMOVAL & DEMOLITION .....	7
4. CONSTRUCTION PHASE - FURNISH & INSTALL .....	7
5. CONSTRUCTION PHASE - MISCELLANEOUS REQUIREMENTS .....	9
6. EXCLUSIONS .....	10
7. SCHEDULE & MILESTONES .....	11
8. DELIVERABLES .....	12
9. ACCEPTANCE CRITERIA .....	12
10. CHARGEPOINT PRODUCT RELATED SPECIFICATIONS .....	13
<b>EXHIBIT A: DRAWINGS</b> .....	14
<b>TERMS AND CONDITIONS</b> .....	15
1. Services .....	15
2. Time of Commencement and Completion .....	15
3. Invoicing and Compensation .....	15
4. Workmanship and Quality of Services/Warranties .....	16
5. Laws and Safety Standards .....	17
6. Retainage .....	18
7. Changes in the Services .....	19
8. Services on GoTriangle’s Premises .....	19
9. Conflict of Interest .....	20
10. Termination .....	20
11. Indemnification and Hold Harmless .....	21
12. Dispute Resolution .....	22
13. Choice of Law / Forum .....	23
14. Insurance .....	23
15. Independent Contractor .....	23
16. Accuracy of Financial Statements .....	24
17. Non-Discrimination .....	24
18. Covenant Against Contingent Fees .....	24
19. Delegation and Assignment .....	24
20. Nonwaiver .....	24
21. Merger .....	25
22. Reference .....	25
23. Contractor’s Personnel .....	25
24. Regulatory Compliance .....	25
25. Availability of Funds .....	25
26. Notices .....	26
27. No Third-Party Rights .....	26
28. Severability .....	26
29. Survivorship .....	27
30. Attachments .....	27
31. Separate Counterparts .....	27
32. Certification on Israel Boycott .....	27

33. Iran Divestment Act .....	27
34. E-Verify.....	28
35. Debarment Policy.....	28
36. Force Majeure.....	28
<b>EXHIBIT B: FEDERAL REQUIREMENTS .....</b>	<b>29</b>
<b>INSTRUCTIONS TO BIDDERS.....</b>	<b>54</b>
1. Anticipated Project Schedule.....	54
2. Requests for Clarification.....	54
3. Pre-Bid Conference .....	54
4. Addenda.....	54
5. Bid Package .....	55
6. Bid Delivery.....	56
7. Bid Opening .....	56
8. Disadvantaged Business Enterprise (DBE).....	56
9. Site Familiarity.....	57
10. News Releases .....	57
11. Federal Requirements .....	57
12. Performance and Payment Bonds.....	57
13. Form of Contract.....	57
14. Contractual Relationships.....	57
15. Protest Procedures .....	58
<b>ATTACHMENTS .....</b>	<b>60</b>
ATTACHMENT A - BIDDER'S INFORMATION FORM .....	61
ATTACHMENT B - BID FORM .....	62
ATTACHMENT C - MINIMUM INSURANCE REQUIREMENTS.....	63
ATTACHMENT D - E-VERIFY EMPLOYER COMPLIANCE STATEMENT .....	66
ATTACHMENT E - IRAN DIVESTMENT ACT CERTIFICATION .....	67
ATTACHMENT F - ISRAEL DIVESTMENT ACT CERTIFICATION .....	68
ATTACHMENT G - CERTIFICATION REGARDING CONFLICT OF INTEREST.....	69
ATTACHMENT H - STATEMENT OF NON-COLLUSION .....	70
ATTACHMENT I - STATEMENT OF JUDGMENTS.....	71
ATTACHMENT J - RESPONSIVENESS AND RESPONSIBILITY STATEMENT .....	72
ATTACHMENT K - RESPONSE CHECKLIST .....	73

## Scope Of Services

### Background

GoTriangle is a regional public transit agency serving Durham, Orange, and Wake counties in North Carolina. The agency provides essential mobility services through fixed-route bus service, paratransit, and other commuter programs. As the region continues to grow, GoTriangle remains committed to maintaining transit infrastructure that is safe, accessible, and supportive of reliable service for all riders.

Pursuant to N.C.G.S. § 143-129, GoTriangle is hereby issuing this Invitation for Bid (IFB) to solicit bids from qualified firms capable of delivering high-quality, cost-effective construction services in support of its mission to provide safe, reliable, and equitable public transportation throughout the region.

The scope of this project includes electric vehicle charging stations located at 5201 Nelson Rd., Morrisville, NC 27560. The awarded contractor shall be responsible for providing all labor, tools, equipment, machinery, and materials necessary to complete the work in full compliance with the contract terms. The work shall consist of sealed final design and permitting, removal and demolition, electrical, concrete foundations, erosion control, testing and commissioning, and other related items.

Instructions for submitting a bid are provided in the *Instructions to Bidders* section of the solicitation. To be deemed responsive and responsible, bidders must submit all items specified in Section 5. Bid Package of the Instructions to Bidders.

### Mandatory Requirements

The Bidder must possess and include copies of the following with their bid submittal:

- i. A valid General Contractor license, in accordance with N.C.G.S. [§ 87-1\(a\)](#)
- ii. ChargePoint Authorized Installer Certification, completed prior to bid submittal.
  - For additional information, visit the ChargePoint website: <https://www.chargepoint.com/partners/training-certification>

### Anticipated Project Schedule

Invitation For Bid Issued:	February 10, 2026
Optional Pre-Bid Conference:	February 18, 2026 at 10:00 AM local NC time
Requests For Clarifications Due:	February 23, 2026
Addendum Published:	February 25, 2026
Bids Due:	March 4, 2026 before 2:00 PM local NC time
Public Bid Opening:	March 4, 2026 at 2:00 PM local NC time
Contract Execution:	Upon Board Of Trustees Approval (as applicable)
Project Completion Date:	90 Days after Notice to Proceed is issued

## **Scope Of Work**

### **1. OVERVIEW**

This SOW is intended to serve as a clear and mutually agreed-upon framework for project execution, outlining roles, responsibilities, and deliverables for the final design and installation of the charging infrastructure to support GoTriangle's electric bus and fleet vehicles. Final design services, installation and testing and permitting requirements for the Project are further described in the Exhibit A, Drawings.

The Contractor shall complete the work outlined below and shall furnish all necessary qualified personnel, supervision, labor, materials, tools, equipment, supplies, transportation, insurance, and other items not specifically stated as being furnished by GoTriangle in order to do so.

The GoTriangle Project Architect, or their designee, will provide technical direction and oversight to the Contractor.

### **2. DESIGN PHASE AND PERMITTING**

#### **2.1 Engineering & Plans**

- 2.1.1. Provide engineering drawings sealed by a North Carolina licensed engineer, including electrical, site, structural, safety, erosion control, technical specifications, utility coordination, permits and any other documents required to permit and construct the Project.
- 2.1.2. Develop Communication Plan for contractor notifications during construction to GoTriangle personnel.
- 2.1.3. Provide plan sets and technical specifications to GoTriangle in pdf and CAD format for review at 90%, and 100% milestones.
- 2.1.4. GoTriangle will review and provide comments for incorporation by ChargePoint into the drawings, plans and other documents, as required. GoTriangle's review and comments are for general conformance and coordination purposes only and shall not relieve the Contractor of responsibility for the accuracy, completeness, or code.
- 2.1.5. Provide back of curb dimensions to the face of all equipment.

## **2.2 Permits & Agency Coordination**

- 2.2.1. Obtain all necessary permits from the Town of Cary and other Authorities Having Jurisdiction (AHJ) as required to construct the project.
- 2.2.2. Coordinate permit process with these agencies and pay all fees, which are included in the turn-key price and shall not be charged separately.
- 2.2.3. Coordinate with GoTriangle and other stakeholders identified by GoTriangle, including the Town of Cary and AHJ, as required.
- 2.2.4. All permit fees, plan review fees, inspection fees, and re-inspection fees are included in the turn-key price and shall not be charged separately, regardless of the number of submissions or revisions required.

## **2.3 Site Safety, Public Protections, Protections for existing Infrastructure**

- 2.3.1. Develop a Safety Plan to be included in milestone submittals describing safety procedures and areas to include safety fencing, barrier, flagging, signing and other elements to keep the site safe for workers, GoTriangle's staff and visitors to the facility. These measures may be different at night.
- 2.3.2. Provide an active internal drive aisle adjacent to the work site. Separate this area with positive protection.
- 2.3.3. Failure to comply with the approved Safety Plan or site access requirements may result in suspension of work at no additional cost to GoTriangle until compliance is restored.

## **2.4 Utility Coordination**

- 2.4.1. Identify, coordinate and develop a utility plan to avoid existing utilities.
- 2.4.2. Provide any Subsurface Utility Engineering (SUE) required as required to support the plan.

## **2.5 Design Project Management**

- 2.5.1. Provide a dedicated design project manager.

2.5.2. Facilitate design kickoff meeting with GoTriangle to review schedule and responsibilities. GoTriangle will review and provide comments for incorporation by ChargePoint into the schedule and other documents, as required.

### **3. CONSTRUCTION PHASE - REMOVAL & DEMOLITION**

#### **3.1 Existing Charging Equipment**

3.1.1. It is anticipated that the existing Proterra charging stations will be removed by others and that mobile charging equipment will be temporarily placed on the former Proterra foundations. Former Proterra foundations to remain in place.

#### **3.2 Existing Pull Box & Conduits**

3.2.1. Remove or relocate existing pull box as necessary.

3.2.2. Remove or reuse on this job the existing underground conduits and XHHW-2 cables where applicable.

#### **3.3 Waste Management & Disposal**

3.3.1. Properly dispose of spoils, trash, and other construction debris in accordance with local regulations.

### **4. CONSTRUCTION PHASE - FURNISH & INSTALL**

#### **4.1 Electrical Service & Feeders**

4.1.1. Main Distribution Panel (MDP) identified in plans is and shall remain the power source.

4.1.2. Provide and install two (2) new 350 A, 3-phase breakers in the MDP as indicated in the plans (or as required following a final load check).

4.1.3. Provide and install all underground conduit, feeders, and wiring required for the new chargers.

#### **4.2 EV Charging Equipment**

4.2.1. Coordinate installation of:

- (2) Express Plus Power (EXPP) Power Blocks
- (4) EXPP Single Port Power Links (PL1000)

- (4) CPE 250 DC fast chargers on individual concrete pads

4.2.2 All charging equipment (hardware) except as may otherwise be specified herein is supplied by GoTriangle.

#### 4.3 Concrete Foundations

4.3.1. Design and install required foundations, including:

- (4) Power Link pads
- (4) CPE 250 pads
- Power Block pad(s) as specified in the drawings

#### 4.4 Equipment Disconnects

4.4.1. Provide and install (4) 100AF, 3-phase, 480 V disconnect switches on strut racks for each of the CPE 250 charger sets.

#### 4.5 Site Safety, Protection Barriers & Safety Fencing

4.5.1. The site is an active facility operating 24/7. Construction shall not impact on-going bus and facility operations. Construction personnel shall stay within construction site identified in **Exhibit A**, staying separate from facility operations.

4.5.2. Contractor shall communicate daily with the GoTriangle Project Architect and/or their designees, per the Communication Plan.

4.5.3. Provide and install temporary protective barriers, orange safety fencing, signing and other measures as per the Safety Plan.

4.5.4. Install permanent bollards to protect equipment.

4.5.5. Contractor shall, at no additional cost to GoTriangle, promptly repair or replace any damage to existing facilities, utilities, pavements, or equipment caused by construction activities or material deliveries, as determined by GoTriangle.

#### 4.6 Cable & Conduit Installation

4.6.1. Trench or bore underground conduits for high-voltage DC (HVDC), 48 VDC, CAT6, and any other required signal or data cables between the Power Blocks and Power Links. Do not open cut any driveways or access routes.

4.6.2. Use existing conduits as much as possible to minimize site impact, and install new conduit runs where needed.

## **5. CONSTRUCTION PHASE - MISCELLANEOUS REQUIREMENTS**

### **5.1. Construction Manager**

- 5.1.1. Assign an onsite construction manager to coordinate daily work, safety compliance and Communication Plan requirements.
- 5.1.2. Organize and facilitate a pre-construction meeting with GoTriangle stakeholders to review schedule, establish lines of communication per the Communication Plan, discuss project access, and staging area among other important elements to deliver the project.

### **5.2. Travel & Lodging for Construction Personnel**

- 5.2.1. Contractor shall provide all such travel and lodging as needed, the costs for which are included in the turn-key price.

### **5.3. Logistics**

- 5.3.1. Coordinate staging area of materials and equipment with the GoTriangle Project Architect or his designee.
- 5.3.2. GoTriangle will identify parking area(s) for construction workers and Contractor shall ensure that construction workers use only those areas so designated.

### **5.4. Underground Locating**

- 5.4.1. Mark all underground utilities prior to excavation. Contractor shall ensure that a GoTriangle representative designated by the GoTriangle Project Architect is present when working around any existing utilities.

### **5.5. Erosion Control Measures**

- 5.5.1. Implement erosion control measures per plan and comply with local stormwater regulations as required.
- 5.5.2. Confirm that a permit for erosion control is not required.

### **5.6. Testing & Commissioning**

- 5.6.1. Test all newly installed electrical feeders, panels, and EV chargers.
- 5.6.2. Coordinate final commissioning with ChargePoint and GoTriangle representatives.
- 5.6.3. Address any comments from inspectors and obtain all necessary AHJ approvals.

5.6.4. The Project shall not be considered complete until all the chargers are fully operational, connected to Chargepoint's network, accepted by GoTriangle, and all AHJ approvals have been obtained.

## **6. EXCLUSIONS**

The following items are explicitly excluded from this scope (unless otherwise authorized by the GoTriangle Procurement Project Manager via a written change order signed by both parties):

### **6.1. Existing Utility Relocation**

Costs / efforts related to fire hydrants, fire suppression lines, or government communications lines.

### **6.2. Bonds/Taxes**

Performance, payment bonds, or taxes not included in the project's stated cost. Since the subcontractor(s) is under contract with ChargePoint, ChargePoint shall be responsible for immediately completing the work if their subcontractor stops work.

### **6.3. General Responsibilities**

Contractor remains fully responsible for completion of the Work regardless of subcontractor performance.

### **6.4. Permit for Erosion Control for Storm Runoff**

Unless required by local jurisdiction.

### **6.5. Surveys & Specialty Engineering**

Boundary/Topographic/Geotechnical surveys, wetlands delineation, or flood analysis.

### **6.6. Rock, Hazmat & Contaminated Soil**

Removal or remediation of contaminated soils, and crystalline rock excavation.

### **6.7. Civil/Architectural Enhancements**

Landscaping, permanent fencing, parking lot modifications, lighting design, or traffic studies beyond the immediate charging area.

## **7. SCHEDULE & MILESTONES**

### **7.1. Project Pre-Design Meeting and Pre-Construction Meeting**

7.1.1. Contractor shall arrange for and conduct a coordination meeting with GoTriangle representatives to confirm timeline, responsibilities, and deliverables for the design phase and the construction phase.

7.1.2. Contractor shall coordinate all work to meet the Project schedule. Delays resulting from subcontractor performance, permitting resubmittals, or utility coordination shall not entitle Contractor to additional compensation unless expressly approved by GoTriangle in writing.

### **7.2. Permitting**

7.2.1. Obtain all applicable permits

### **7.3. Procurement**

7.3.1. Order necessary equipment/materials, schedule and manage equipment / material deliveries, and inspect equipment/material upon receipt.

### **7.4. Site Preparation & Demolition**

7.4.1. Mobilize crews and equipment.

7.4.2. Install all safety and erosion control measures.

7.4.3. Remove existing chargers and relocate/reuse as directed by the GoTriangle Project Architect or their designee.

### **7.5. Civil & Electrical Construction**

7.5.1. Perform excavation, trenching, and installation of conduits, feeders, and foundations.

7.5.2. Install new chargers

### **7.6. Testing & Commissioning**

7.6.1. Perform electrical tests and ensure equipment is installed per applicable code(s).

7.6.2. Commission chargers with ChargePoint's network.

**7.7. Closeout**

7.7.1. Provide as-built drawings, final inspections, any maintenance procedures and warranties to GoTriangle.

**8. DELIVERABLES**

8.1. **Construction Documents:** Sealed plans, technical specifications, and permits, as required.

8.2. **Installation:** Installation of EV equipment per plan.

8.3. **As-Built Drawings:** Reflecting all revisions and final field conditions.

8.4. **Inspection Certificates:** All Inspection records required by the AHJ.

8.5. **Maintenance Procedures**

8.6. **Warranties**

8.7. **Commissioning Report:** Documenting test results, initial operation metrics, and functional checks.

**9. ACCEPTANCE CRITERIA**

Contractor's work on the Project will be inspected and accepted/rejected by the GoTriangle Project Architect or his designee, considering the following criteria:

**9.1. Code Compliance**

All work must conform to current editions of the NEC, local building codes, and relevant safety standards.

**9.2. Testing**

Each charger must demonstrate successful charging sessions upon completion.

**9.3. Documentation**

All required closeout documents, including as-built drawings and any updated operational manuals, delivered to the GoTriangle Project Architect or their designee.

## 10. CHARGEPOINT PRODUCT RELATED SPECIFICATIONS

All Bidders must be certified by ChargePoint as Authorized Installer prior to submitting a bid. For additional information, visit the link available on the ChargePoint website:

<https://www.chargepoint.com/partners/training-certification>

[Surface Conduit Entry \(SCE\) Kit Installation](#)

<https://docs.chargepoint.com/cpdocs-sec/content/3-dc/expp/ig-scek/pb/pb-scek-ig.htm>

[Power Block](#)

<https://docs.chargepoint.com/cpdocs-sec/content/3-dc/expp/intro-pb.htm>

[Express Plus](#)

<https://docs.chargepoint.com/cpdocs-sec/content/3-dc/expp/start-expp.htm>

[Power Link 1000](#)

<https://docs.chargepoint.com/cpdocs-sec/content/3-dc/expp/intro-pl1.htm>

END OF SECTION

**Exhibit A**  
**DRAWINGS**

**UPLOADED AS SEPARATE PDF DOCUMENT**

## Terms and Conditions

### 1. Services

- 1.1. Contractor agrees to perform services as described in the solicitation's Scope of Services section (hereinafter "the Work").
- 1.2. Contractor hereby represents and warrants that it has the experience, capability and resources, including but not limited to sufficient personnel and supervisors, to efficiently and expeditiously perform the Services to be provided hereunder with the highest professional standards, and Contractor further represents and warrants that it will at all times devote the necessary personnel and supervisors to perform the Services hereunder in such a manner. Contractor warrants and represents that prior to submitting a proposal for any Services, Contractor will examine all of the specifications, directions and conditions relating to the Services, visit the site, investigate the scope of the project and the difficulties which may be encountered in performing the Services, and hereby assumes full and complete responsibility for, and risk in connection with, said Services.

### 2. Time of Commencement and Completion

The entire work required by this Contract shall be completed by the Contractor not later than 90 Calendar Days (CD) from the date of Notice-to-Proceed.

In the event the work under the Contract is not completed by this date, the Contractor shall be assessed liquidated damages of **\$250.00** for each day's delay beyond the completion date.

### 3. Invoicing and Compensation

In consideration of the performance of this Contract and the full completion of the work required of the Contractor by the terms and conditions of this Contract, GoTriangle agrees to pay to the Contractor the contract amount based on the following:

- 3.1. Partial payments will be made to the Contractor by GoTriangle within thirty (30) days of receipt of an accurate invoice for work completed and certified by the Project Engineer or an authorized representative of GoTriangle.
- 3.2. The final estimate of the amount due to the Contractor will be paid within thirty (30) days after certified completion and final acceptance of all work required under the Contract, less any applicable retainage per Section Six (6).
- 3.3. GoTriangle hereby requires and Contractor agrees that Contractor will submit with the final invoice, a waiver of lien and all applicable Subcontractor's and Materialman's release

and waivers of lien, in form and substance acceptable to GoTriangle, at the conclusion of Services performed and receipt by Contractor of a Notice of Acceptance from GoTriangle. Contractor shall also furnish all permits, licenses, certificates of approval from all governing inspection authorities including, as applicable, certificates of occupancy and inspection, applicable warranties, manufacturer's assigned guarantees and authorizations in the possession of Contractor. Additional completion documents may be required by GoTriangle's Contracts and Grants Coordinator.

- 3.4. GoTriangle will forward payments of Contractor's invoices to the "remit to" address on the invoice which has been approved for payment.
- 3.5. GoTriangle may withhold full or partial payment of any invoice as GoTriangle deems necessary due to:
  - 3.5.1. Non-satisfaction of Services that are not remedied;
  - 3.5.2. Third-party claims filed or information in possession of GoTriangle reasonably indicating probable filing of such claims;
  - 3.5.3. Failure of Contractor to make payments properly for subcontracts, labor, material or equipment;
  - 3.5.4. Damage to GoTriangle or another party for which Contractor is partially or wholly responsible;
  - 3.5.5. Persistent failure to carry out the Services in accordance with this Agreement.
- 3.6. In the event any full or partial payment is withheld, full payment shall be made when the offending condition is cured.
- 3.7. Each invoice shall be in a form satisfactory to GoTriangle and shall reference this Contract Number **26-027**.
- 3.8. Invoices shall be submitted in an electronic form to the following email address: [invoice@GoTriangle.org](mailto:invoice@GoTriangle.org)

#### **4. Workmanship and Quality of Services/Warranties**

- 4.1. All work under this Contract shall be performed to the satisfaction of the Project Engineer or authorized representative of GoTriangle. The Project Engineer or authorized representative of GoTriangle will determine the fitness of the work and materials to be paid for under this Contract, and shall resolve all questions related to interpretation of the plans and specifications. In the event of a dispute between the Contractor and the GoTriangle's representative, the representative's decision shall be final and binding.

- 4.2. The Contractor, in executing this Contract, warrants that it will be responsible for the maintenance or correction of any work completed under this Contract that may become defective due to faulty workmanship or materials for a period of one (1) year after final acceptance of the work performed.
- 4.3. The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by GoTriangle for use in connection with the performance of this Contract, and will reimburse GoTriangle for the replacement value of its loss or damage. The Contractor shall keep the job sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by GoTriangle. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the job sites, and completely prepare the project and site for use by GoTriangle.

## **5. Laws and Safety Standards**

- 5.1. The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 5.2. All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
- 5.3. Contractor must comply with North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29 CFR 1910). In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.
- 5.4. Contractor shall effectively manage its safety and health responsibilities including:
  - 5.4.1. Accident Prevention

Prevent injuries and illnesses to its employees and others on or near the job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

5.4.2. Environmental Protection

Protect the environment on, near, and around the work site by compliance with all applicable environmental regulations.

5.4.3. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

**6. Retainage**

- 6.1. In accordance with the § 143-134.1, to ensure proper performance of contracts exceeding \$100,000, GoTriangle may retain up to five percent (5%) of the amount of each approved partial payment, until the project work is fifty percent (50%) complete, provided that the Contractor continues to perform satisfactorily and that any non-conforming work identified in writing prior to that date has been corrected by the Contractor and accepted by the Project Engineer or authorized representative of GoTriangle.
- 6.2. If GoTriangle determines the Contractor's performance is unsatisfactory, GoTriangle may reinstate retainage in the amount of five percent (5%) for each subsequent partial or periodic payment application until the Contractor's performance becomes satisfactory. The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Following fifty percent (50%) completion of the project, GoTriangle may also withhold additional retainage from any subsequent periodic payment, not to exceed five percent (5%), in order to allow GoTriangle to retain two and one-half percent (2 ½%) total retainage through the completion of the project.
- 6.3. Within sixty (60) days after the submission of an invoice, GoTriangle with written consent of the surety shall release to the Contractor all retainage on payments held by GoTriangle if (1) GoTriangle receives a certificate of substantial completion from the architect, engineer, or designer in charge of the project; or (2) GoTriangle receives beneficial occupancy or use of the project. However, GoTriangle may retain sufficient funds to secure completion of the project or corrections on any work. If GoTriangle retains funds,

the amount retained shall not exceed two and one-half (2 ½) times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.

- 6.4. Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractors are further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by GoTriangle from the Contractor pursuant to statute. Nothing shall prevent GoTriangle from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against GoTriangle or reasonable evidence that a third-party claim will be filed.

## **7. Changes in the Services**

- 7.1. Only a Contract Amendment signed by duly authorized representatives of both parties, can modify the Contract, as long as it does not change the Contract's general scope. Purported changes to the Contract by an unauthorized person or made unilaterally by the Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.
- 7.2. No Change Order shall be issued where:
  - 7.2.1. The change was necessitated in whole or in part by Contractor's failure to comply with a requirement of this Contract;
  - 7.2.2. Contractor's work would have been affected by any other cause that would not be considered an alteration in, addition to, or deduction from the Services requested by the GoTriangle;
  - 7.2.3. Contractor proceeds with any Services without giving notices as required under the Contract; or
  - 7.2.4. The changes are required to correct deficient Services, to achieve compliance with the requirements set forth in this Contract, or due to Services which do not conform with good industry practices, or is otherwise faulty or defective.

## **8. Services on GoTriangle's Premises**

- 8.1. Contractor understands and agrees that it is solely responsible for ensuring that its personnel will perform the Services called for hereunder in a safe manner and in

accordance with all applicable safety laws and regulations, including but not limited to the Occupational Safety and Health Act and its implementing regulations. Contractor further agrees that it will ensure all of its personnel performing Services on GoTriangle's premises will observe all applicable GoTriangle safety rules and standards. Contractor also agrees that it is required to discharge any duty or responsibility of Contractor to its personnel or other persons. Contractor will provide all necessary training and supervision to ensure compliance with all requirements of this Section.

- 8.2. The Services of Contractor should be done in such a manner that the Services do not interfere with the continuous operation of GoTriangle's business or the work of other contractors. In the event that the Services performed hereunder may conflict in any way with such continuous operation or the work of other contractors, agreement will be reached with GoTriangle as to the sequence to be followed in performing the Services.

## **9. Conflict of Interest**

GoTriangle has adopted a Code of Ethics that establishes standards of conduct for GoTriangle officials and employees. No director, officer or employee of GoTriangle shall have, during their tenure, any interest, direct or indirect, in Contractor, its subcontractors, this Agreement or the proceeds thereof. Contractor shall not, directly or indirectly, offer to the aforementioned individuals, nor shall such individuals accept from Contractor, gifts, gratuities, favors, or anything of monetary value.

## **10. Termination**

10.1. GoTriangle may terminate the Agreement as follows:

- 10.1.1. GoTriangle may terminate the Agreement for the convenience of GoTriangle by giving Contractor thirty (30) calendar days prior written notice of such termination.
- 10.1.2. GoTriangle may terminate the Agreement for cause upon immediate written notification to Contractor. Upon receiving a notice of termination, Contractor shall cease performing any remaining obligations arising under the Agreement, subject to direction received from GoTriangle.
- 10.1.3. GoTriangle may terminate the Agreement immediately, by written notice to Contractor, by reason of bankruptcy or insolvency of Contractor, or the filing of any bankruptcy, insolvency, receivership, or similar action or proceeding by or against Contractor, or any assignment by Contractor for the benefit of its creditors, or any other acts or omission by Contractor reflecting or manifesting bankruptcy or financial insolvency.

- 10.2. Upon receipt of a written notice of termination for any of the above conditions Contractor shall (i) immediately discontinue all Services affected (unless the notice directs otherwise), and (ii) deliver to the GoTriangle Contracting Officer all data, drawings, specifications, reports, estimates, and summaries, and other such information and materials as may have been accumulated by Contractor in performing the Services under this Agreement, whether completed or in process.
- 10.3. GoTriangle may at any time, by written notice to Contractor, require Contractor to stop all, or any part, of the Services for a period herein specified in the Stop Work Order, not to exceed ninety (90) calendar days after the Stop Work Order is delivered to Contractor, and for such further period to which the parties may agree in writing. Upon receipt of the Stop Work Order, Contractor shall immediately stop performing the Services covered by the Stop Work Order and take all reasonable steps to minimize the incurring of costs allocated to the portion of the Services covered by such Stop Work Order. Within the period, GoTriangle will deliver to Contractor either (i) a notice that the Stop Work Order is canceled, and authorization for the Services to re-commence or (ii) a notice of termination of the Agreement for convenience or default.
- 10.4. Notwithstanding any other provisions to the contrary, including without limitation the provisions of the Agreement relating to compensation, this paragraph shall control with respect to payments upon termination, in lieu of any other provisions set forth. Upon termination of the Agreement for convenience, GoTriangle shall pay for Services performed according to those amounts listed in the provisions of the Agreement relating to compensation, based upon the Services performed by Contractor through the date of termination. Provided however, in the event of a default by Contractor under the Agreement, and without limiting GoTriangle's rights and remedies in any way, the amount payable pursuant to paragraph shall be reduced by any damages, costs and expenses (including any sums paid to Contractor for work not completed under the Agreement), if any, incurred by GoTriangle as a result of or arising out of Contractor's acts or omissions.

## **11. Indemnification and Hold Harmless**

To the extent allowed by law and as applicable to N.C.G.S. Section 22B-1, Contractor hereby assumes the risk of and covenants to indemnify GoTriangle, its directors, trustees, officers, employees, affiliates, and agents (hereinafter referred to as "Indemnitees") against, and hold them harmless from all alleged losses, damages, liabilities, costs, and expenses, including without limitation, reasonable attorneys' fees, (i) arising out of injury to or death of any person, sickness or disease to any person(s), (ii) damages to any property, real or personal, tangible or intangible, (iii) or any economic loss resulting from the alleged negligence or wrongful act or any error or omission by Contractor, its subcontractors, its agents, or persons performing Services, or breach by Contractor, its subcontractors, its agents, or persons performing Services, of any provision of the Agreement, in the performance of the Services thereunder.

- 11.1. In addition to the indemnity provisions set forth elsewhere in this Agreement and not in limitation thereof, Contractor agrees to indemnify and hold the Indemnitees harmless from any and all alleged claims, losses, judgments, and causes of action by Contractor's employees, independent contractors, or their representatives for personal injury or death arising out of, during, or from performance of the Services caused by any act or omission of Contractor. This provision is entered into pursuant to N.C.G.S. 97-10.2(e).
- 11.2. In performing its duties under this requirement, Contractor shall, at its sole expense, defend GoTriangle with legal counsel reasonably acceptable to GoTriangle. GoTriangle shall nevertheless have the right at its expense to participate in the defense of such Charges. Notwithstanding the foregoing, however, under no circumstances shall Contractor compromise or settle any such Charges without the prior written consent and approval of GoTriangle, after full disclosure by Contractor. Section 8 shall survive expiration or termination of this Agreement.

## **12. Dispute Resolution**

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

The decision of the authorized representative of GoTriangle rendered at the conclusion of any such appeal shall be final and conclusive as to questions of fact unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The decision of GoTriangle or its duly authorized representative shall not be final and conclusive as to questions of law. No action challenging such decision shall be brought more than six months from the date of Contractor's receipt of such decision.

- 12.1. If it is determined, on appeal, that GoTriangle's interpretation of the Agreement, direction to Contractor, or any other action required by GoTriangle's decision was an erroneous determination of the rights and obligations of the parties under the Agreement, Contractor's remedy shall be the same as if such action were a change under Section 4 Changes in the Services above.
- 12.2. Unless otherwise directed by GoTriangle, Contractor shall continue performance under the Agreement while matters in dispute are being resolved. Nothing in this section shall preclude alternative dispute resolution.

12.3. By submission of a proposal or offer in response to GoTriangle's solicitation, Contractor agreed to exhaust its administrative remedies under this Section 9 prior to seeking judicial relief of any type in connection with any matter related to the solicitation, the award of any contract, and any dispute under any resulting contract.

### **13. Choice of Law / Forum**

This Agreement shall be deemed made in and shall be construed in accordance with the laws of the State of North Carolina. All litigation arising out of the Agreement shall be commenced in courts sitting in Durham County, North Carolina. If an action is instituted in federal court, such action shall be brought in the United States District Court of the Middle District of North Carolina.

### **14. Insurance**

Contractor shall carry insurance as specified in the Exhibit C, Minimum Insurance Requirements. Contractor shall provide GoTriangle with a valid Certificate of Insurance (COI) prior to beginning any work pursuant to this Agreement.

The COI must be issued by an authorized representative of the insurance carrier(s), and have the company name and NAIC number clearly identified. Contractor shall be required to provide the GoTriangle no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Contract.

### **15. Independent Contractor**

15.1. The parties acknowledge that Contractor is an independent contractor to GoTriangle. This Contractor is not to be construed as creating or constituting a joint venture, partnership, or agent/principal relationship between GoTriangle and Contractor. Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Contract. Such personnel shall not be employees of, shall not be considered servants or agents or, nor have any contractual relationship with GoTriangle. Contractor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of GoTriangle by reason of this Agreement. Contractor shall be responsible for all withholding and employer taxes with respect to such personnel to the complete exclusion of GoTriangle.

15.2. Contractor agrees to pay, and hereby accepts full and exclusive liability for the payment of, any and all contributions and taxes for Unemployment Compensation or Disability Insurance or Old Age Pension or Annuities now or hereafter imposed by any Federal or state governmental authority which are imposed with respect to or measured by wages, salaries, or other compensation paid by Contractor to persons employed by Contractor;

and Contractor further agrees to indemnify and save GoTriangle harmless against any and all such liability or claims therefor.

#### **16. Accuracy of Financial Statements**

Contractor agrees that all financial reports, settlements and billings to GoTriangle will properly reflect the facts about all activities and transactions handled for the account of GoTriangle, which data may be relied upon as being complete and accurate in any further recording and reporting made by GoTriangle for whatever purpose.

#### **17. Non-Discrimination**

To the extent permitted by North Carolina law, the parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

#### **18. Covenant Against Contingent Fees**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. In the event of a breach or violation of this warranty, GoTriangle shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation set forth in this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **19. Delegation and Assignment**

Contractor may not delegate the performance of any obligation to a third party unless mutually agreed in writing by Contractor and the third party. And provided further, this Agreement and the obligations hereunder cannot be assigned, subcontracted or delegated by Contractor without the written consent of GoTriangle.

#### **20. Nonwaiver**

No failure or waiver or successive failures or waivers on the part of either party, its successors or permitted assigns, in the enforcement of any condition, covenants, or article of this Agreement shall operate as a discharge of any such condition, covenant or article nor render the

same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

## **21. Merger**

This Agreement constitutes the entire agreement of the parties, all prior discussions, representations and agreements being merged herein. The Agreement may not be amended except in writing signed by both parties to the Agreement. The captions in this Agreement are for convenience only and shall not affect the substantive meaning of any provision herein.

## **22. Reference**

Contractor shall obtain permission from GoTriangle prior to use of GoTriangle's name as a reference, or in any of its promotional or reference material.

## **23. Contractor's Personnel**

GoTriangle reserves the right to request removal of any Contractor employee assigned to a project when, in the opinion of GoTriangle, the individual performance is unsatisfactory.

## **24. Regulatory Compliance**

Contractor shall, to the extent applicable, adhere to all federal, state, local, and GoTriangle requirements, including those contained in Exhibit B and incorporated herein by reference.

Contractor acknowledges that the Services may be financed, in part, by federal grants and that payments under this Agreement are subject to the terms and conditions contained in such grants.

## **25. Availability of Funds**

It is expressly understood and agreed that the obligations of GoTriangle are conditioned upon the availability of funds, the appropriation of funds by the United States Congress and the North Carolina Legislature and the receipt of funds from federal, state, and local sources. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming, sufficient, or otherwise available to GoTriangle for the performance of the Work, GoTriangle shall have the right, upon written notice to the Contractor, to immediately terminate or suspend the Work without damage, penalty, cost, or expense to GoTriangle of any kind whatsoever except that Work performed and accepted by GoTriangle prior to the notice date will be paid. The effective date of termination or suspension shall be as specified in the notice.

**26. Notices**

All official notices and communications under this Contract shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or (ii) at the date of actual receipt if mailed by United States mail, postage prepaid, return receipt requested. Notices and other communications shall be directed to the parties at the addresses listed below:

26.1. Contractor:

---

---

---

---

26.2. GoTriangle:

- If to GoTriangle:

GoTriangle  
Attn: President and CEO  
  
P.O. Box 13787 (mail)  
Research Triangle Park, NC 27709  
  
4600 Emperor Blvd, Ste 100 (delivery)  
Durham, NC 27703

- With a copy to:

GoTriangle  
Attn: General Counsel  
  
P.O. Box 13787 (mail)  
Research Triangle Park, NC 27709  
  
4600 Emperor Blvd, Ste 100 (delivery)  
Durham, NC 27703

Telephone, email and fax means of communication to GoTriangle may be used to expedite correspondence, but neither shall be considered official communications under this Contract.

**27. No Third-Party Rights**

Except as expressly set forth herein, the representations, warranties, terms and provisions of this Contract are for the exclusive benefit of the parties hereto and no other person or entity shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either party.

**28. Severability**

If any part, term or provision of this Contract is judicially determined to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid or illegal.

### **29. Survivorship**

Any and all provisions, promises and warranties contained herein which by their nature or effect are required or intended to be observed, kept or performed after termination of this Contract will survive the termination of this Contract and remain binding upon and for the benefit of the parties hereto.

### **30. Attachments**

Any attachment or exhibit to this Contract will be incorporated into and made a part of this Contract. In the event of a conflict between the provisions contained in the body of this Contract and any attachment or exhibit, the terms in the body of this Agreement will control.

### **31. Separate Counterparts**

This Contractor may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one of the same instrument.

### **32. Certification on Israel Boycott**

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

### **33. Iran Divestment Act**

Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Divestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 Days.

33.1. By execution of this Contract, Contractor certifies that neither he nor his agents, contractors, consultants, or subconsultants/contractors (i) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; (ii) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and (iii) that the undersigned are authorized by the parties to make this Certification.

33.2. During the term of this Contract, should Contractor receive information that a person is in violation of the Act as stated above, GoTriangle will offer the person an opportunity to respond and GoTriangle will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Contract will remain valid; however this certification will no longer be required.

**34. E-Verify**

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Failure of the Contractor to comply with this provision or failure of his sub-contractors to comply could render this order void under North Carolina Law.

**35. Debarment Policy**

It is the policy of GoTriangle not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, both parties certify that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction.

**36. Force Majeure**

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

END OF SECTION

## **Exhibit B**

### **FEDERAL REQUIREMENTS**

The following provisions are required either (i) by a grant agreement or cooperative assistance agreement between the U.S. Department of Transportation (hereinafter called the "USDOT") and the Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle (hereinafter called "GoTriangle") or (ii) by a grant agreement or cooperative assistance agreement between the North Carolina Department of Transportation (hereinafter called the "NCDOT") and GoTriangle or (iii) by GoTriangle itself. As to such provisions, if there is variance between the language set forth herein and any such actual grant or cooperative assistance agreement, the provisions of the grant or cooperative assistance agreement shall govern.

To the extent applicable, the federal requirements contained in the Federal Transit Administration (hereinafter called the "FTA") Master Agreement dated October 1, 2016, as amended (hereinafter called the "Master Agreement"), including any certifications and contractual provisions required by any federal statutes or regulations referenced therein to be included in the Contract, will be deemed incorporated into the Contract by reference and shall be incorporated in any sub agreement or subcontract executed by the Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle pursuant to its obligations under the Contract. Contractor and its subcontractors, if any, will represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable federal, state and local laws, regulations and rules and local policies and procedures, as amended from time to time, relating to the equipment, apparatus, supplies or the services provided under the Contract, which may in any manner affect the performance of the Contract, including, without limitation, the following:

#### **1. Fly America Requirements**

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

## 2. **Charter Bus Requirements**

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

## 3. **School Bus Requirements**

Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third-Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third-Party Participant from receiving Federal transit funds.

## 4. **Energy Conservation**

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

## 5. **Clean Water**

Applicability – All Contracts and Subcontracts over \$150,000.

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

## 6. **Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or

more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## **7. Access to Records and Reports**

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and

inspection.

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

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of 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 contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

#### **8. Federal Changes**

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

#### **9. Clean Air**

1. Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

#### **10. Recycled Products**

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### **11. Contract Work Hours & Safety Standards Act**

Applicability – Contracts over \$150,000

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 40 hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 para. (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 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

3. Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by 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 & 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 para (2) of this section.

4. Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## **12. No Government Obligation to Third Parties**

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

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

## **13. Program Fraud and False or Fraudulent Statements or Related Acts**

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

2. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

3. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### 14. Termination

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

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

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

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions.

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- g. Termination for Default (Transportation Services) If 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 contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any

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

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

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

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

- i. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, 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 recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

**15. Government Wide Debarment and Suspension (Non-Procurement)**

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

**16. Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## 17. Civil Rights Requirements

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):
  1. FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and
  - (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and
  2. Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,
- c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines

otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the

- Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,
- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
  - f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
  - g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:
    - (1) Federal laws, including:
      - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,
      - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,”
      - (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
      - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
      - (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or

- Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,
- h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,
- i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,
- j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

## 18. Breaches and Dispute Resolution

All contracts over \$150,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support

of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

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

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

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

## **19. Transit Employee Protective Provisions**

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative

comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project,

(2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that:

(a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),

(b) Follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,

(c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and

(3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

## 20. Disadvantaged Business Enterprise

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial

Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

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

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient 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 recipient.

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

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

**22. Drug and Alcohol Abuse and Testing**

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

**23. Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

**24. Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**25. Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**26. Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**27. Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods

and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**28. Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**29. Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**30. Other Contract Requirements**

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

**31. Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**32. Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR

part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract.

Contractor's failure to so comply shall constitute a material breach of this contract.

**33. Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**34. Environmental Justice**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:

- (1) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and
- (2) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

**35. Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**36. Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**37. Geographic Preference**

All project activities must be advertised without geographic preference, (except in A/E under

certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201 ).

### 38. **Organizational Conflicts of Interest**

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

- (a) To that Third Party Participant or another Third Party Participant performing the Project work, and
- (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or
- (c) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

**Federal Single Audit Requirements for State Administered Federally Aid Funded Projects** Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

### **39. Veterans Preference**

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not 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.

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

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.

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

### **41. Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

### **42. CFDA number for the Federal Transportation Administration**

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix

“ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**43. Byrd Anti-Lobbying Amendment**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**44. Copeland Anti-Kickback Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be 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.

**45. Davis-Bacon Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Davis-Bacon Act, as amended (40 U.S.C. 3141–3148).When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

**46. Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, GoTriangle’s Supplier should, to the greatest extent practicable under a federal award, 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).” For purposes of this clause, (i) “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, and (ii) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **47. Procurement of Recovered Materials**

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **48. Prohibition on Covered Telecommunications and Video Surveillance**

(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.

#### **49. Federal Tax Liability and Recent Felony Convictions**

(1) Transactions Prohibited.

(i) The Recipient agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third Party Participant (A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

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

(h) Debarment and Suspension. The Recipient agrees to the following: (1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200;

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

(iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants.

(3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) It will ensure that its Third Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.

(5) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (i) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;

(ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or (iii) FTA Chief Counsel.

END OF SECTION

## Instructions To Bidders

### 1. Anticipated Project Schedule

Invitation For Bid Issued:	<u>February 10, 2026</u>
Optional Pre-Bid Conference:	<u>February 18, 2026 at 10:00 AM local NC time</u>
Requests For Clarifications Due:	<u>February 23, 2026</u>
Addendum Published:	<u>February 25, 2026</u>
Bids Due:	<u>March 4, 2026 before 2:00 PM local NC time</u>
Public Bid Opening:	<u>March 4, 2026 at 2:00 PM local NC time</u>
Contract Execution:	<u>Upon Board Of Trustees Approval (as applicable)</u>
Project Completion Date:	<u>90 Days after Notice to Proceed is issued</u>

### 2. Requests for Clarification

Bidders with questions regarding the solicitation shall submit all inquiries in writing to Tim Heule, Procurement Officer at [THeule@GoTriangle.org](mailto:THeule@GoTriangle.org) by the *Requests For Clarification Due* date listed in the Section 1. Anticipated Project Schedule. The inquiries shall reference the solicitation page and section.

### 3. Pre-Bid Conference

An Optional Pre-Bid Conference will be held as follows:

Date and time: February 18, 2026 at 10:00 am local NC time  
Location: GoTriangle Bus Operations Maintenance Facility  
5201 Nelson Rd., Morrisville, NC 27560

Attendance is encouraged but not required to submit a bid.

### 4. Addenda

Responses to all timely submitted questions will be posted as an Addenda on the GoTriangle website: <https://GoTriangle.org/procurement-opportunities>. It is the responsibility of the bidder to periodically check the GoTriangle's website for addendums.

Only a solicitation addendum issued by the procurement officer and posted on at the GoTriangle's website can modify the Solicitation.

## 5. Bid Package

In order for GoTriangle to adequately compare bids, submittals shall follow the format and order outlined below. Bid information must be presented in a clear, comprehensive, and concise manner and in the prescribed format. Bids should be prepared simply and economically, providing straightforward and relevant information. Materials other than those specifically requested shall not be submitted and will not be considered. Bids shall be submitted on the most favorable terms possible to GoTriangle, considering cost, quality, and technical capability.

In addition to **one hard copy** bid documents, the Bidders shall include **one electronic copy** (thumb drive) in the envelope.

### 5.1 The Bidders shall complete and submit the following:

- Cover Sheet, indicating the company name, Bid title and number, and the submission date.
- Valid General Contractor License (copy)
- ChargePoint Authorized Installer Certification (copy)
- Attachment A - Bidder Form
- Attachment B - Bid Form - Cost Proposal
- Attachment C - Minimum Insurance Requirements
- Attachment D - E-Verify
- Attachment E - Iran Divestment Act Certification
- Attachment F - Boycott of Israel
- Attachment G - Conflict of Interest
- Attachment H - Statement of Non-Collusion
- Attachment I - Statement of Judgments
- Attachment J - Responsibility Statement
- Attachment K - Bid Response Checklist

NOTE: The **Attachment B - Bid Form - Cost Proposal** shall be typed or written in ink, with no erasures or alterations. All prices must be in numerals. In case of discrepancies, unit prices shall govern. All bid prices must include applicable sales taxes.

## 5.2. Bid Bond or Deposit

Provide a Bid security of not less than five percent (5%) of the total bid, as required by N.C.G.S. [§ 143-129\(b\)](#) should the bid amount exceeds \$500,000.

The bid deposit may be in the form of cash, a cashier's check, or a certified check from an FDIC-insured bank, payable to GoTriangle. Alternatively, a Bid Bond executed by a licensed North Carolina surety may be submitted in a separate sealed envelope labeled "Bid Bond." This deposit will be forfeited if the successful bidder fails to execute the contract within ten (10) days of award or fails to provide required surety.

## 6. Bid Delivery

The bids must be received by GoTriangle no later than the bid due date and time specified in Section 1, Anticipated Project Schedule. Bidders may submit the bids either by i) hand delivery or ii) via courier service with tracking capabilities.

All bids must be enclosed in a sealed envelope with the bid number and title clearly marked on the outside: *Bid Proposal – IFB 26-050 EV Charging Stations*.

Bid delivery address:

GoTriangle  
Attn: Tim Heule, Procurement Officer  
4600 Emperor Blvd, Suite 100  
Durham, NC 27703

## 7. Bid Opening

All bids received by the deadline will be opened and read publicly at the *Public Bid Opening* date and time listed in the Section 1. Anticipated Project Schedule.

To attend virtually, the Bidders may join the following **Microsoft Teams** link:

**Join:** <https://teams.microsoft.com/meet/22226417485579?p=lFwqD6mSNm5AVJGPeT>

**Meeting ID:** 222 264 174 855 79

**Passcode:** KK7SF2Eu

## 8. Disadvantaged Business Enterprise (DBE)

There are no DBE goals for this project, per the USDOT interim final rule (October 3, 2025). Should regulations change, contractors will be notified within 30 days for compliance updates.

## 9. Site Familiarity

Bidders must fully acquaint themselves with the project site and conditions affecting the work, and plan operations to minimize disruption to other contractors or ongoing activities.

## 10. News Releases

Bidders shall not make news releases pertaining to this IFB, or the project to which it relates, without prior GoTriangle approval.

## 11. Federal Requirements

Unless stated otherwise, all applicable federal provisions, including Davis-Bacon Act requirements, apply.

## 12. Performance and Payment Bonds

The successful bidder must provide Performance and Payment Bonds in the full contract amount, per Chapter 44A, Article 3 of the North Carolina General Statutes.

## 13. Form of Contract

The awarded contract will follow the form and content of this Invitation to Bid. No additional provisions will be accepted without GoTriangle's written approval, including:

- Warranty or liability limitations
- Damage limitations (including consequential damages)
- Mandatory arbitration or mediation requirements
- Confidentiality clauses contrary to North Carolina Public Records Law

## 14. Contractual Relationships

14.1. GoTriangle will execute a Contract for services to be performed by the lowest responsive and responsible Bidder. The awarded Bidder's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. The Bidder must clearly indicate the firm or entity responsible for Contract execution (Attachment A).

14.2 Subcontracting is not allowed under this contract.

## 15. Protest Procedures

### 15.1 Protests Received Prior to Receipt of Bids

Protests concerning the procedures of this solicitation must be submitted in writing to the GoTriangle's President & CEO no later than five (5) business days prior to the date set for the receipt of Bids. Upon receipt of a protest, the President & CEO may, at their discretion, extend or postpone the deadline for receipt of Bids. The President & CEO will answer the protest in writing not later than three (3) business days prior to the deadline date for receipt of Bids.

### 15.2 Selection Protests

GoTriangle will execute a contract for services with the lowest responsive and responsible Bidder. Following the announcement of the Intent to Award, any Bidder may file a protest of the Intent to Award. The protest must be in writing and received by the GoTriangle President & CEO no later than five (5) working days after the announcement of the Intent to Award. GoTriangle will consider all timely protests regarding the recommended Bidder prior to executing the contract.

### 15.3 Filing Procedures

Any and all protests filed with the GoTriangle President & CEO shall:

- Include the name and address of the protester.
- Identify the procurement.
- Contain a statement of the legal and factual grounds for the protest and any supporting documentation. The grounds for the protest must be fully supported.
- Indicate the ruling or relief desired from GoTriangle.

Protests shall be filed with the GoTriangle President & CEO, via personal delivery or courier to 4600 Emperor Boulevard, Suite 100, Durham, NC 27703. The President & CEO will respond to each substantive issue raised in the protest. With regard to a properly filed protest, GoTriangle's determination will be final. Violations of federal law or regulations will be handled by the complaint process stated within that law or regulation. Violations of state law, or state or local regulations will be under the jurisdiction of the appropriate state or local authorities.

### 15.4 Protests Referred to the FTA

The FTA will only entertain a protest that alleges GoTriangle failed to follow the above protest procedures. Any such protest must be filed in accordance with FTA Circular 4220.1F.

### 15.5 Costs and Damages

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. GoTriangle will not be liable for damages to the Bidder filing the protest or to any participant in the protest, on any basis, expressed or implied.

END OF SECTION

## **ATTACHMENTS**



## ATTACHMENT A - Bidder's Information Form

---

Bidder's Legal Name

---

Address (street, city, state)     Main Office     Branch Office     Other: \_\_\_\_\_

---

Principal to Contact/Title

---

Email

Telephone

Corporate Structure:     Sole Proprietorship     Corporation     Partnership     Limited Liability Company  
                                   Parent Company     Joint Venture     Other (specify): \_\_\_\_\_

---

State of Incorporation

---

Year Established

---

State of North Carolina Registration No.

---

Federal Tax Identification No.

By signing this Form, the Bidder acknowledges the solicitation addenda(s) number:

---

### Certification

The undersigned Bidder certifies that, to the best of their knowledge, the information presented in this solicitation is a statement of facts and that the firm has the financial capability to perform the work being applied for. The undersigned Bidder further certifies that it knows of no personal and/or organizational conflict of interest prohibited under federal, state, and local law.

I certify (or declare) under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct.

---

Signature

---

Date

---

Print Name

---

Title



**ATTACHMENT B - Bid Form**

**UPLOADED AS SEPARATE EXCEL DOCUMENT**



## **ATTACHMENT C - Minimum Insurance Requirements Construction and Repair Contracts**

### 1. Definitions

1.1. "Contractor" as used in this Exhibit shall mean: \_\_\_\_\_

1.2. "GoTriangle" as used in this Exhibit shall mean the Research Triangle Regional Public Transportation Authority dba GoTriangle.

1.3. "Contract" as used in this Exhibit shall mean the agreement or contract to which this Exhibit is attached.

2. General Terms. Contractor shall secure and maintain at its own expense each type of insurance, with the applicable minimum coverage limits, as specified in this Exhibit. Contractor shall secure the required insurance policies prior to performing any work, activity, or service under this Contract. Contractor shall maintain such policies throughout the term of this Contract, unless a longer period is required pursuant to the provisions herein. Any insurance carried by Contractor is primary insurance and shall not be considered contributory with any insurance carried by GoTriangle. In the event that any portion of Contractor's obligations under this Contract are subcontracted by Contractor, then Contractor shall require each subcontractor to secure and maintain insurance satisfying the requirements of this Exhibit, or in the alternative, Contractor may secure and maintain the insurance on the subcontractor's behalf. The insurance requirements set forth in this Exhibit do not modify or otherwise relieve Contractor of Contractor's other obligations as stated elsewhere in this Contract.

3. Commercial General Liability. Contractor shall secure and maintain occurrence-form Commercial General Liability insurance, including coverage for premises and operations, products and completed operations, independent contractors, personal injury and blanket contractual liability, with limits of not less than: General Aggregate (\$2 million); Products and Completed Operations Aggregate (\$2 million); Personal and Advertising Injury Aggregate (\$1 million); and Each Occurrence (\$1 million). Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.

4. Worker's Compensation and Employer's Liability. Contractor shall secure and maintain Worker's Compensation insurance complying with North Carolina statutory requirements covering all employees and owners, and including Employer's Liability coverage with limits of not less than \$1 million per accident, \$1 million disease per policy limit, and \$1 million disease per employee limit. Coverage shall extend to all states in which operations are conducted.

5. Automobile Liability. Contractor shall secure and maintain Automobile Liability insurance with a limit of not less than \$1 million combined single limit. Such insurance shall include coverage for all owned, hired, and non-owned motorized vehicles both on and off the project site. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.

6. **Umbrella/Excess Liability.** Contractor shall secure and maintain Umbrella or Excess Liability insurance on a “following form” basis with a limit of not less than \$1 million providing excess coverage over and above Contractor’s primary insurance for Commercial General Liability, Automobile Liability, and Employer’s Liability. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
7. **Policy Form.** Builder Risk coverage must be on a direct physical loss basis and contain no exclusion for theft, collapse or damage to foundations or underground structures, pipes or conduits.
8. **Named Insured.** The Named Insured shall be GoTriangle, the Contractor and all sub-contractors with a contractual assumption of responsibility for damage to the project.
9. **Other Terms**
  - 9.1. **Qualified Insurers.** Contractor shall secure and maintain the required insurance policies from insurance carriers authorized to conduct business in the State of North Carolina with a current A.M. Best rating of “A–” or better.
  - 9.2. **Waiver of Subrogation.** The following policies of insurance shall include a waiver of subrogation in favor of Research Triangle Regional Public Transportation Authority dba GoTriangle: Commercial General Liability; Worker’s Compensation and Employer’s Liability; Automobile Liability; and Umbrella/Excess.
  - 9.3. **Additional Insured.** The following policies of insurance shall name Research Triangle Regional Public Transportation Authority dba GoTriangle as an additional insured: Commercial General Liability; Automobile Liability; and Umbrella/Excess Liability.
  - 9.4. **Notice to GoTriangle.** If any required coverage lapses for any reason, Contractor shall provide immediate written notice to GoTriangle. Each policy shall also contain notification provisions whereby GoTriangle will receive not less than 30 days’ written notice prior to the cancellation of the policy.
  - 9.5. **Claims-made Insurance.** If any insurance policy required by this Exhibit is secured on a claims-made basis, then such policy shall provide that:
    - 9.5.1. The retroactive date shall coincide with or precede Contractor’s commencement of performance under this Contract (including subsequent policies purchased as renewals or replacements);
    - 9.5.2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
    - 9.5.3. Contractor shall maintain similar insurance under the same terms and conditions for at least 3 years following completion of all performance under this Contract; and
    - 9.5.4. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least 3 years to report claims arising from Contractor’s performance.

- 9.6. Deductibles and Self-insured Retention. GoTriangle will review all deductible and self-insured retention (SIR) amounts and may require Contractor to secure alternate insurance when in GoTriangle's sole discretion such amounts are not reasonable under the circumstances. The payment of any deductible is the sole responsibility of Contractor.
- 9.7. Certificates of Insurance. Before commencing performance under this Contract, for each required policy Contractor shall furnish a certificate of insurance (COI) to GoTriangle that demonstrates coverage in compliance with the requirements of this Exhibit and includes the following:
- 9.7.1. Effective and expiration dates of the policy
  - 9.7.2. Amount of any deductible or self-insured retention
  - 9.7.3. Any exclusions to the policy which are not part of the standard form
  - 9.7.4. Reference to GoTriangle Contract Number identified on the first page of this Exhibit
  - 9.7.5. Title block formatted as follows: **Research Triangle Regional Public Transportation Authority dba GoTriangle, PO Box 13787, Research Triangle Park, NC 27709**

I hereby confirm that my company is able to meet the insurance requirements set forth for the resultant contract. All required coverage, limits, and conditions will be maintained in full compliance with the contract documentation throughout the duration of the contract.

---

Company Name

Signature & Date

---

Name and Title of Authorized Signee



## Attachment D - E-Verify Employer Compliance Statement

### E-Verify for Public Contracts: HB 786 (S.L. 2013-418)

The legislation referenced prohibits governmental units from awarding to or entering into contracts unless the contractor and the contractor's subcontractors comply with the E-Verify requirements of Article 2 of Chapter 64 of the NC General Statutes.

Contractor, hereafter Employer, understands that E-Verify is a 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. Employer is defined as: Any person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. This term does not include State agencies, counties, municipalities, or other governmental bodies.

Employer understands that Employers, as Defined Herein, Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS 64-26(a).

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with GoTriangle.

Below check the type of employer and complete the information.

- Employer with less than 25 employees, not required to use E-Verify.**
  
- Employer with 25 or more employees, required by NC S.L. 213-418 to use E-Verify. Yes, we comply.**

---

Company Name

Signature & Date

---

Name and Title of Authorized Signee



## Attachment E - Iran Divestment Act Certification

### IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the contractor or bidder/offeror listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the contractor or bidder/offeror listed above to make the foregoing statement.

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

Additional information is available on the The North Carolina Department of State Treasurer website:

<https://www.nctreasurer.gov/about/transparency/divestment-and-do-not-contract-rules>

---

Company Name

Signature & Date

---

Name and Title of Authorized Signee



## Attachment F - Israel Divestment Act Certification

### **COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. §147-86.81 et seq. \***

Pursuant to N.C.G.S. §147-86.81, any person identified as engaging in a boycott of Israel, as defined by this Act. In addition, State agencies must divest from investments in such restricted companies, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to §147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to §147-86.81.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.

N.C.G.S. §147-86.81 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.81(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

Additional information is available on the The North Carolina Department of State Treasurer website:

<https://www.nctreasurer.gov/about/transparency/divestment-and-do-not-contract-rules>

\* Note: Enacted by Session Law 2017-193 as N.C.G.S. §147-86.81 et seq.

---

Company Name

Signature & Date

---

Name and Title of Authorized Signee



### Attachment G - Certification Regarding Conflict of Interest

The Bidder / Offeror is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing **one** of the following statements:

The Bidder / Offeror hereby certifies that to the best of its knowledge and belief, and in accordance with GoTriangle's Procedures and Guidelines for Preventing Organizational Conflicts of Interest, performance of the services described in the Scope of Work will not create any conflicts of interest for the Bidder / Offeror, any affiliates, any proposed subconsultants, and key personnel of any of these organizations.	
Authorized Signature	Date
Print Name	Title
Bidder / Offeror Company Name	

**OR**

The Bidder / Offeror hereby discloses the following circumstances that could give rise to a conflict of interest for the Bidder / Offeror, any affiliates, any proposed subconsultants, and key personnel of any of these organizations. <i>(Attach additional sheets as needed.)</i>	
Name of the Individual/Company to which potential conflict of interest might apply:	
Nature of potential conflict of interest:	
Proposed Remedy:	
Authorized Signature	Date
Print Name	Title
Bidder / Offeror Company Name	



## Attachment H - Statement of Non-Collusion

**BY SUBMISSION OF THIS BID / PROPOSAL, BIDDER / OFFEROR AND EACH PERSON SIGNING ON BEHALF OF BIDDER / OFFEROR CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF:**

- 1) The prices of this bid/proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other Bidder / Offeror or competitor, for the purpose of restricting competition or as to any matter relating to price.
- 2) Unless otherwise required by law, the prices quoted in this bid/proposal have not been knowingly disclosed by Bidder / Offeror and will not be disclosed by Bidder / Offeror directly or indirectly to any other Bidder / Offeror or competitor before proposals are opened.
- 3) No attempt has been made or will be made by the Bidder / Offeror to induce any other person, partnership or corporation to submit or not to submit a bid on any portion of the Project work.

**IF, FOR ANY REASON, BIDDER / OFFEROR CANNOT CERTIFY AS SET FORTH ABOVE, BIDDER / OFFEROR SHALL SO STATE AND SET FORTH THE REASONS IN DETAIL BELOW:**

Subscribed to under penalty of perjury under the laws of the State of North Carolina, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as the act and deed of said corporation or partnership.

---

Company Name

Signature & Date

---

Name and Title of Authorized Signee



## Attachment I - Statement of Judgments

The Bidder must respond to each question below by checking **Yes** or **No**.

1. Has the Bidder had any judgments entered against them within the past five (5) years? Yes  No
2. Is the Bidder currently involved in any pending litigation related to professional conduct or services? Yes  No
3. Has the Bidder had any public sector / government contracts terminated for cause or for convenience within the past five (5) years? Yes  No
4. Has the Bidder been involved in any criminal or civil offense, including convictions, pleas, or findings of liability? Yes  No

If the answer to any of the questions above is “**Yes**,” the Bidder must provide a written explanation for each applicable item. Please use additional pages and include in the submittal package.

I certify that the information provided above is true, complete, and accurate to the best of my knowledge. I understand that failure to disclose relevant information may result in disqualification or termination of any resulting contract.

---

Company Name

Signature & Date

---

Name and Title of Authorized Signee



## Attachment J - Responsiveness and Responsibility Statement

The Bidder must respond to each question below by checking **Yes** or **No**.

By submission of a bid in response to this Invitation for Bids (IFB), the undersigned confirms that the Bidder is responsive and responsible and that:

1. The Bidder has the experience, capability, resources, and sufficient qualified personnel to perform the work required by this IFB in a timely manner and in accordance with applicable professional standards, and will devote such resources as necessary for proper performance. Yes  No
2. The Bidder has examined all specifications, instructions, terms, and conditions of the IFB; has investigated the scope of work and conditions affecting performance; and assumes full responsibility for performance of the work and all risks associated therewith. Yes  No
3. The Bidder is able to comply with all delivery schedules, milestones, and performance requirements, taking into consideration all existing commercial and governmental commitments. Yes  No
4. The Bidder has a satisfactory record of performance and maintains integrity and ethical business practices. Yes  No
5. The Bidder has the necessary organization, accounting systems, internal controls, and operational capacity to perform the contract. Yes  No

If the answer to any of the questions above is “**No**,” the Bidder must provide a written explanation for each applicable item. Please use additional pages and include in the submittal package.

The Bidder acknowledges that these certifications are material to GoTriangle’s determination of responsiveness and responsibility and that any false or misleading statement may result in rejection of the bid or termination of any resulting contract.

---

Company Name

Signature & Date

---

Name and Title of Authorized Signee



### Attachment K - Response Checklist

Document		Completed and Provided	
1.	Cover Sheet	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	General Contractor License	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	ChargePoint Authorized Installer Certification	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Attachment A - Bidder Form	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.	Attachment B - Bid Form - Cost Proposal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.	Attachment C - Minimum Insurance Requirements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.	Attachment D - E-Verify	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.	Attachment E - Iran Divestment Act Certification	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.	Attachment F - Boycott of Israel	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10.	Attachment G - Conflict of Interest	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.	Attachment H - Statement of Non-Collusion	Yes <input type="checkbox"/>	No <input type="checkbox"/>
12.	Attachment I - Statement of Judgments	Yes <input type="checkbox"/>	No <input type="checkbox"/>
13.	Attachment J - Responsibility Statement	Yes <input type="checkbox"/>	No <input type="checkbox"/>
14.	Attachment K - Bid Response Checklist	Yes <input type="checkbox"/>	No <input type="checkbox"/>