REQUEST FOR PROPOSAL
029-2022

ON-DEMAND/MICROTTRANSPORT
SERVICE PLANNING & SOFTWARE

CITY OF SALISBURY, NC
Financial Services Department
132 N. Main St.
Salisbury, NC 28144

Bob Dunn
Senior Management Analyst
bdunn@salisburync.gov

Date Issued: June 9, 2022

Date Due: July 12, 2022 at 10:00 am EST
Background and Scope

A. General Information:

The City of Salisbury is seeking proposals from a qualified mobility technology provider to assist with the development and deployment of a new Microtransit Program. The process will entail installation, configuration, training and support in the use of software. We are requesting proposals from qualified firms to provide a microtransit software solution for a two (2) year agreement, with an option to renew up to three additional years.

B. General Conditions:

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City to award a contract to any contractor, even if all requirements stated in this RFP are satisfied, nor limits our right to negotiate in our best interest. We reserve the right to contract with a vendor for reasons other than lowest price.

Please note: Price will not be the only factor considered when selecting a vendor. The City of Salisbury is seeking the proposal with the best overall value to the City.

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

C. Reservations:

The City of Salisbury reserves the right, at any time and for any reason, to cancel this RFP or any portion thereof, to reject all proposals or accept an alternate proposal in the best interest of the City. The City also reserves the right to waive any immaterial defect in the proposal. The proposal shall be good for a period of ninety (90) days from the opening of the proposal. The City may seek clarification of the proposal at any time and any delayed response could be a cause for proposal rejection. The City may require submission of the best and final proposals.

D. Incurred Costs:

The City of Salisbury will not be liable for any costs incurred by respondents in replying to this RFP.

E. Award:

Award shall be made by the City of Salisbury to the proposal that is determined to be the most advantageous to the City.
F. **Assignment:**

The proposal respondent may not reassign any award made, as a result of this RFP, without prior written consent from the City of Salisbury.

G. **Evaluation Criteria:**

Proposals will be reviewed and a contractor selected based on the following criteria:

- Demonstration – 10%
- Qualifications – 20%
- Compliance with Requirements/Proposed Solution/Scope – 20%
- Proposed Cost – 20%
- Implementation Schedule – 30%

The City will use the scoring Matrix to assist with evaluation of RFP.

H. **Proposal instructions and time frames:**

Respondents may submit electronic or hard copy of proposals in Word or PDF format to Bob Dunn at the address provided below. Proposals will be evaluated by the City of Salisbury to determine the completeness of the proposal. The outside of package or subject line shall be clearly labeled “RFP ON-DEMAND/MICROTRANSIT SERVICE PLANNING & SOFTWARE 029-2022” in order to be considered. If submitting hard copy Respondents shall also include USB of the proposal.

**Submission Location:**

City of Salisbury Financial Services Department
Attn: Bob Dunn, Senior Management Analyst
132 N. Main St. Salisbury, NC 28144

City of Salisbury Financial Services Department
Attn: Bob Dunn, Senior Management Analyst
PO Box 479 Salisbury, NC 28145

**Submission Deadline:**

July 12, 2022 at 10:00am EST

**Contact/Questions:**

Questions should be sent to both by Tuesday, June 21, 2022 By 5 pm E.S.T.

Rodney Harrison, City of Salisbury Transit Director
rlharr@salisburync.gov

Bob Dunn, Senior Management Analyst
bdunn@salisburync.gov

*Note: Any and all contact related to this RFP shall be with Bob Dunn and Rodney Harrison only. No contact with any other City of Salisbury officials, staff or employees is allowed during this process and will be cause for disqualification once the RFP is released.*
I. **Insurance:**

The Contractor shall not commence work under this contract until all insurance required under this section has been obtained. The Contractor shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Contractor agrees that during the term of this contract, the Contractor, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

**COMPREHENSIVE GENERAL LIABILITY**

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than:

- General commercial liability in the amount of $500,000 per occurrence / $1,000,000 aggregate.

**CYBER INSURANCE**

- The contractor shall maintain cyber liability in the minimum amount of $1,000,000 per occurrence.

A Certificate of Insurance shall be issued confirming this coverage. EACH TYPE OF COVERAGE REQUESTED HEREIN MUST BE SPECIFICALLY REFERRED TO IN THE CERTIFICATE.

This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

It will be necessary for the City to be named on the Contractor's policy as an additional insured.

J. **Scope:**

The City of Salisbury is seeking proposals from qualified vendors to implement a single software-as-a-service (SaaS) provider that can plan, design, and deploy on-demand services throughout Salisbury Transit’s revised service network, with focus on the high priority geographic areas, referenced below, in which traditional transportation services are scheduled for elimination. Firm shall provide:

1. Planning and Service Design - Plan, design, and evaluate on-demand/microtransit services and operating parameters; and

2. Service Delivery - Implement, monitor, and adapt on-demand/microtransit services in the service network based on service performance and objectives.
K. **Project Timetable**

Non-mandatory Pre-proposal Conference - Proposers are strongly encouraged to attend the pre-proposal conference scheduled for Thursday, June 16, 2022 at 2:00 p.m. EST, which will be conducted virtually via the Zoom platform. The credentials for attendance are as follows:

**Topic:** Request for Proposal 029-2022 / Pre-Proposal Conference Meeting MicroTransit  
**Time:** Jun 16, 2022 02:00 PM Eastern Time (US and Canada)  
**Join Zoom Meeting** https://us02web.zoom.us/j/82717193183?pwd=MnpSWGVyN091cTB4c3ImK05QeWE2dz09  
**Meeting ID:** 827 1719 3183  
**Passcode:** 820539  
**One tap mobile**  
+13126266799,,82717193183#,,,,,*820539# US (Chicago)  
+16468769923,,82717193183#,,,,,*820539# US (New York)

Dial by your location  
+1 312 626 6799 US (Chicago)  
+1 646 876 9923 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 346 248 7799 US (Houston)  
+1 408 638 0968 US (San Jose)  
+1 669 900 6833 US (San Jose)  
+1 253 215 8782 US (Tacoma)

**Meeting ID:** 827 1719 3183  
**Passcode:** 820539  
**Find your local number:** [https://us02web.zoom.us/u/kbfRhgcneW](https://us02web.zoom.us/u/kbfRhgcneW)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Opportunity Advertisement</td>
<td>Thursday, June 9th</td>
</tr>
<tr>
<td>Pre-proposal Conference</td>
<td>Thursday, June 16&lt;sup&gt;th&lt;/sup&gt;, at 2:00pm EST</td>
</tr>
<tr>
<td>Deadline for Submission of Questions or Request for Clarifications</td>
<td>Tuesday, June 21&lt;sup&gt;st&lt;/sup&gt;, at 5:00 pm EST</td>
</tr>
<tr>
<td>Addendum Posted On Website</td>
<td>Monday, June 27&lt;sup&gt;th&lt;/sup&gt;, at 5:00pm EST</td>
</tr>
<tr>
<td>Proposal Due Date and Time</td>
<td>Tuesday, July 12&lt;sup&gt;th&lt;/sup&gt;, at 10:00 am EST</td>
</tr>
<tr>
<td>Product Demonstrations</td>
<td>July 18-22</td>
</tr>
<tr>
<td>Approximate Contract Commencement</td>
<td>Thursday, August 4&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>Service Start Date</td>
<td>December 1, 2022</td>
</tr>
</tbody>
</table>
I. **Proposal Contents / Format:**

The following sections/information will be considered integral to this solicitation. As such, please address each accordingly:

- Company Profile / Background / Experience/Project Personnel
- Proposed Solution Overview and Ability to Meet Scope
- Anticipated Implementation Schedule - The firm shall include a detailed implementation schedule with an operation start date no later than December 1, 2022, indicating milestones and timeframe to set up the system. This schedule shall include expectations of City of Salisbury staff in the implementation effort and indicate approximate amount of time required by City of Salisbury staff in each implementation step or milestone.
- Project Portfolio - Identify in detail at least two (2) similar projects by name, subject matter, location, firm’s services provided, and the length of time firm’s services were provided on each. Included in this shall be the description of services provided and the time during which the services were provided
- Proposed pricing (**include detailed pricing schedule with proposal**)
- Demonstration (July 18-22, 2022)
- Responses shall include all needed proposal forms and attachments, in addition to these documents, the proposal can have 20 additional two-sided pages
- Include a draft of your agreement/contract needed to provide the service requested in the RFP.
- Lawsuits, Claims and Contract Termination - Identify any claims or lawsuits that have been brought against the firm organization as a result of any services provided within the last two (2) years. Provide a listing of any projects in which the company’s contract was terminated for any reason within the last three (3) years
- Required Certifications and Affidavits - Any proposal that does not contain all completed required forms will be considered non-responsive and will not be eligible for consideration.

M. **Agency Background and Description**

Salisbury Transit System (STS) operates three (3) fixed routes and Americans with Disabilities Act (ADA) complimentary paratransit services in Salisbury, Spencer, and East Spencer. Maps showing the existing system service area are included, see Attachment #1 - "Fixed Route Service Area", Attachment #2 - "ADA Service Area". The ADA complimentary paratransit service and fixed route service is operated with City funded vehicles, four (40) 30’ buses, two (2) 35’ buses, and four (4) light transit vehicles.

Three fixed routes serve major destinations within the urbanized portion of the county. All routes currently connect at a central transfer point in downtown Salisbury, located on Depot Street. All routes operate 6:00 a.m. to 7:08 p.m. on weekdays and 9:30 a.m. to 3:20 p.m. on weekends. The base fare is $1.00, with a half fare of $0.50 for senior citizens, persons with disabilities, and Medicare card holders. Children under the age of five (5) ride free. Transfers are also free.

STS also provides an ADA Paratransit service which is available to transport functionally disabled individuals. This service is conducted on an advance scheduling basis and the vehicles to support this service include wheelchair lift-equipped vans. The City’s ADA complementary paratransit offer service within ¼ mile of the fixed routes. The one-way fare for the ADA complimentary service is $2.00.
Salisbury Transit is a City Department which operates at an administration and maintenance facility located at 300 West Franklin Street. The downtown bus transfer site consists of three bus shelters with amenities.

The population of Salisbury is 33,821. The population of East Spencer is 1,556, while the population of Spencer is 3,260. The population of Rowan County is 148,150.

Below are operating statistics for FY 2020. DR-Demand response is our ADA Paratransit statistics.

Salisbury Transit’s service area is 24.3 square miles, concentrated within the City of Salisbury, with service to East Spencer and Spencer.

N. Project Description:

Salisbury Transit’s microtransit pilot project will replace Route# 3 (Blue Route) and include all ADA Paratransit trips in the entire service area. The revised transit network will include a total of two (2) fixed routes, a reduction from the three (3) fixed routes it currently operates. An on-demand service delivery alternative was identified as an efficient and cost-effective solution for continued access and service to Route# 3 (Blue Route) geographic area and ADA Paratransit customers. This is the first phase of Salisbury Transit’s Microtransit Program. There may be opportunities for expansion to include additional areas identified in our Long Range Public Transportation Plan, as well as the two remaining fixed routes.

The service will be provided using City of Salisbury personnel and four (4) ADA accessible light transit vehicles. The vehicles can accommodate 14 passengers and has two (2) wheelchair stations. Service hours are Monday – Friday, 6:00am – 7:15pm and Saturdays, 9:30am – 3:20pm. The desired travel time is less than 30 minutes and the wait time is less than 20 minutes. The pickup or drop off destination must be within the Zone.

Salisbury Transit appreciates the need to increase mobility, provide passengers with more transportation options, better serve communities, and better leverage existing traditional transit assets, including fixed route bus service. Providing workers access to jobs, enhancing the ability of commuters to travel to popular employment centers, and increased access to higher education and medical destination throughout the City are also important purposes of this solicitation. As Salisbury Transit looks to the future, the need to identify mobility solutions, including multimodal options, on-demand service fleets, and technology platforms more responsive to the needs of the current customer and prospective rider are recognized.

Contractor must meet the federal, state, and local contracting requirements and they are encouraged to present innovative ways to address the outlined mobility and service goals.
O. **Detailed Scope of Services:**

The following is a list of deliverables we anticipate are needed to complete the project. We expect that you will also provide additional suggestions beyond or in lieu of these listed.

Salisbury Transit requires a single Software-as-a-Service (SaaS) provider that can plan, design, and deploy on-demand services throughout Salisbury Transit’s revised service network, with focus on the high priority geographic areas, referenced below, in which traditional transportation services are scheduled for elimination. Firm shall provide:

1. Planning and Service Design - Plan, design, and evaluate on-demand/microtransit services and operating parameters; and
2. Service Delivery - Implement, monitor, and adapt on-demand/microtransit services in the service network based on service performance and objectives.

**High Priority Geographic Areas**

In Rowan County, Salisbury Transit operates one fixed route, Route# 3 (Blue Route), as well as our demand response ADA Paratransit service, 6:00 a.m. to 7:08 p.m. on weekdays and 9:30 a.m. to 3:20 p.m. on weekends.

Route# 3 includes key destinations such as the Grey Hound bus station, Amtrak station, WF (Bill) Hefner VA Medical Center, Novant Medical Center, Catawba College, Food Lion, Innes Street Market, East Spencer, Spencer, several residential areas and medical facilities whose consumers, clients and residents are dependent on public transportation services.

Basic statistics for the above referenced areas are illustrated in the table below:

<table>
<thead>
<tr>
<th>Fixed Route/Service</th>
<th>Annual Ridership (FY20)</th>
<th>Annual Revenue Hours (FY20)</th>
<th>Annual Operating Cost (FY20)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Route 3 (Blue Route)</td>
<td>45,575</td>
<td>3,354</td>
<td>$333,545</td>
</tr>
<tr>
<td>ADA Paratransit (Demand Response)</td>
<td>8,095</td>
<td>7,027</td>
<td>$159,470</td>
</tr>
</tbody>
</table>

In addition to providing on-demand/microtransit software service, the selected firm will be responsible for planning and service design required for the establishment of Salisbury Transit’s Microtransit Program. This includes the identification of bus stop locations, virtual and/or physical and the assignment of vehicle resources based upon projected usage for each geographic area referenced. Current system map and proposed revised, including an outline of the high priority geographic areas included as [Attachment 2-5](#).
Planning and Service Design

Design service zone(s) within the geographic areas referenced based on available data and identify opportunities for additional zones based upon identified service gaps under the revised service network.

The firm will be responsible for scheduling a kick-off meeting with identified Salisbury Transit representative to discuss service objectives and purpose, review the project area and list of community stakeholders, and to develop an approach for service planning and design.

The firm shall work closely with the Salisbury Transit to plan and design service parameters, consistent with, but not limited to, the following:

- Service area/zone and characteristics (e.g., type, operating hours)
- SaaS operating model and technology requirements
- Fleet composition (e.g., number of vehicles, vehicle occupancy, vehicle type)
- Routing information (e.g., number of stops, pick up and drop off areas)
- Partnership structure
- Fare and/or subsidy structure
- Passenger amenities and access improvements needed
- Performance monitoring or key performance indicators (KPI) to monitor and evaluate service progress, consistent with National Transit Database (NTD) standards

Microtransit Service Delivery Technology

Based on service design, the firm shall provide a software solution that enables on-demand/microtransit service delivery and monitoring. The firm shall demonstrate flexibility to scale up or down the software functionality in response to real-time changes in demand as well as usage trends over time. The firm’s software solution must meet the following specifications. All features described below are required unless otherwise indicated.

General Specifications

- The administrative/dispatching platform shall be internet browser/cloud-based SaaS with a minimum of 10 user accounts (preferred).
- The software shall be hosted, maintained, updated by the firm, and should not require in-house hosting or maintenance.
- The software shall be stand-alone, and shall not require the purchase of additional software in order to function;
- Any future updates, upgrades, or new versions of the software shall be provided with the subscription at no additional cost for the duration of the contract.
- Platform shall be built on an open Application Programming Interface (API) for integration into other services (preferred).
- Platform shall be customizable for the comingling of multiple service modes and passenger categories, including microtransit and first mile last mile. If this feature is not live at the time of proposal submission, it must be available for use by the Salisbury Transit effective July 1, 2023.
- Platform shall offer scalability of service, with the ability to modify existing zones and create new zones. These functions must be available to the Salisbury Transit within the
platform.

- The suite of products available within the solution shall include a dispatching platform and mobile applications for vehicle operators and customers.
- Platform shall provide service performance reporting, such as ridership, schedule adherence, and other standard reports. The reports shall be exportable to an interactive file format such as Excel.
- Platform shall provide reports that meet National Transit Database requirements. The reports shall be exportable to an interactive file format such as Excel. At a minimum, the following data should be able to be extracted: revenue hours, revenue miles, ridership by time of day and day of week, average load, origin and destination frequency, onboard time, average wait time, average number of “no shows”.
- Firm shall provide user and technical support via a regular support line during published support hours.
- Platform shall allow the agency to customize branding elements of the customer mobile application (preferred).
- Firm shall provide marketing and advertising materials designed to inform customers of the availability of a new service type and training for those interested in using the new service.
- Firm will provide training materials on how to use technology – this will include a minimum of two (2) potential in-person public trainings.
- Firm will train City of Salisbury team on this technology.
- The software shall already be developed; City of Salisbury is NOT soliciting new software development.
- The software shall be map-based, allowing for geospatial visualization of data layers, such as transit data, demographic information, sidewalk, stops, and similar data layers;
- The software shall be able to import, read, and display existing route and schedule data via the General Transit Feed Specification (GTFS), which is the standard data format for transit data;
- The software shall be able to import, read, and display additional data layers as requested and provided by City of Salisbury, such as bus shelter locations, boarding and alighting data, etc.;
- The software shall feature geospatial analysis opportunities for demographics such as minority (including specific layers of African-American LatinX, etc. as well as overall minority), LEP populations, job locations, commute patterns, housing, density, and low-income populations, as well as other key information related to transit planning such as land use and trip generators, political boundaries, and transportation infrastructure.

Customer Management

- Platform shall allow manual entry of customer information by agency staff. When entering data, the system shall alert the user if there is an existing customer account entry under the same name.
- Platform shall allow entry of relevant customer health information, including disability aid tools such as mobility devices, service animals, etc. Platform shall allow entry of the name, address and phone number and the information of a caregiver for paratransit customers, if applicable.
• Platform shall allow the agency to create accounts on behalf of customers.
• Platform shall allow entry of a certification date and expiration date (as applicable) defining when the client is authorized to begin receiving paratransit service.
• The platform shall automate paratransit customer eligibility status correspondence by sending emails or other appropriate functions regarding customer assessments, appeals, eligibility denial, and/or eligibility approval (preferred). The agency should be able to turn and turn off this feature.

Trip Booking and Scheduling
• Platform shall support booking both subscription/recurring and pre-scheduled demand response trips.
• Platform shall store multiple address entries for frequently used destinations to allow dispatchers to quickly complete manual trip bookings.
• Platform shall allow trips to be booked only within predetermined scheduling windows.
• Platform shall allow trips to be booked by desired arrival or departure times.
• Platform shall allow customers to book reservations free of agency intervention.
• Paratransit customers shall be protected from denials and have safeguards in place for guaranteeing a return trip.
• The system shall accept trip reservations submitted up to seven days in advance of the trip time for paratransit customers.
• Platform shall enable automated itinerary creation for each day, taking into consideration the recurring trip bookings and scheduled trips. The system shall optimize for least distance and travel time, based on the street network segment parameters stored in the system.
• System shall be capable of continuous routing and itinerary optimization to improve efficiency.
• Platform shall allow dispatchers to manually submit and modify reservations as needed.
• System shall indicate all relevant client information such as client name, gender, and fare type along with any relevant client-linked notes for each reservation.
• Platform must automatically schedule on-demand reservations within 15 seconds of request submission.

Dispatching Interface
• Platform shall have a map-based user interface and shall display real-time vehicle location, vehicle load, schedule adherence, driver status, and vehicle status.
• Platform shall allow for communication between the dispatcher and vehicle operator, with predetermined question and response options. The platform shall also allow the dispatcher to send custom messages to vehicle operators.
• Platform shall include a searchable historical event log database. The database shall be exportable to an interactive format such as Excel.
• Software shall provide replay controls to view the entire sequence of reported locations for a given time frame.
Vehicle Operator Interface

- Operator application shall be available for installation and compatible with Apple or Android devices (preferred).
- Operator application shall display turn-by-turn directions with street names and mileage until next movement while the operator is in route to a passenger pick up and/or while a trip is in progress.
- Platform adds a passenger pick up mid-trip, the directions will automatically update with minimal input from the operator.
- Operator application shall display a map showing the current location of the vehicle alongside routing directions to the next pick-up or drop-off location.

Customer Interface

- Customer application shall be available for download from the Google Play Store and Apple App Store. The application shall be compatible for Android and Apple devices.
- Application shall allow customers to create and modify their account and store personal and payment information free of agency intervention.
- Application must detect the customer’s current location upon login.
- Customers must be able to select pickup and drop off by either entering a street address into a search bar, searching for a Point of Interest, directly selecting locations displayed on a map, or based on the user’s current location.
- Customer application shall display a map showing the current location of the requested vehicle, estimated time of arrival for pick up, and descriptive information about the vehicle such as fleet number, make, or model before pick up. While a trip is in progress, the application shall display estimated time of arrival to the destination and current vehicle location.
- If enabled by the customer, the application shall send notifications to the customer’s mobile device as the on-demand vehicle approaches the pickup location.
- Customer application shall allow customers to book reservations by desired arrival or departure times.
- Customer application shall prevent customers from booking trips that do not meet predetermined service criteria, including trips booked outside of a service area or span of service, or trips that do not meet minimum distance requirements.
- Customer application or online interface shall be accessible (i.e. large type, voice response, etc.) and include language translation abilities. Translation should be Spanish based on the population of Limited English Proficiency Spanish Speakers in the area.

Salisbury Transit may receive funding through the NCDOT-IMD statewide Multimodal Projects Discretionary Grant. If such funding is secured, Salisbury Transit requires a vendor that can provide SaaS and/or TaaS to operate the Salisbury, Spencer and East Spencer area. Similar to the primary scope of work, the firm shall provide:

1. Planning and Service Design - Plan, design, and evaluate microtransit services and operating parameters; and
2. Service Delivery - Implement, monitor, and adapt microtransit services in the service network based on service performance and objectives.
The SaaS component must satisfy the requirements specified under the primary scope of work. The TaaS component of the project should be scalable to augment the existing fleets and personnel resources of Salisbury Transit. The City will work closely with the firm to determine the appropriate deployment of SaaS and TaaS based on needs.

**Intellectual Property**

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the Salisbury Transit and not divulged or made available to any individual or organization without the prior written approval of the Salisbury Transit. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the Salisbury Transit and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the Salisbury Transit. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor’s performance of this project shall vest in the Salisbury Transit. Works of authorship and contributions to works of authorship created by the Contractor’s performance of this project are hereby agreed to be ‘works made for hire’ within the meaning of 17 U.S.C. 201. All information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the Salisbury Transit and not divulged or made available to any individual or organization without the prior written approval of the Salisbury Transit. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the Salisbury Transit and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the Salisbury Transit. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor’s performance of this
project shall vest in the Salisbury Transit. Works of authorship and contributions to works of authorship created by the Contractor’s performance of this project are hereby agreed to be ‘works made for hire’ within the meaning of 17 U.S.C. 201.

**Nondiscrimination:** By signing this Contract, Contracting Party, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation, gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Contract. The Contracting Party further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, Contracting Party further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure comply with the requirements of this provision shall constitute a breach of the Contract. This provision shall be binding on the successors and assigns of the Contracting Party with reference to the subject matter of this Contract.
FEDERAL AND STATE REQUIREMENTS
AND SPECIAL CONDITIONS
For
TECHNOLOGY GOODS and SERVICES

1. General

The work performed under this potential contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (16), dated October 1, 2020; FTA Circular 4220.1F, dated February 8, 2016; "Best Practices Procurement Manual", updated October 2016; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

THE FOLLOWING MAY BE USED SYNONYMOUSLY: “VENDOR” AND “CONTRACTOR” “PURCHASER”, “PROCURING AGENCY” AND “OWNER”

2. Federal Changes

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

3. Notification of Federal Participation

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

4. **Conflict of Interest**

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

5. **Lobbying**


The requisite “Lobbying Certification” is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of $250,000 or more and prior to the award of the contract.

6. **Civil Rights**

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

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, “Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients”, May 13, 2007.

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

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


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

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

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

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

(2) U.S. DOT regulations “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;


(5) U.S. DOJ regulations “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities.” 28 C.F.R. Part 36;

(6) U.S. GSA regulations “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;


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

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

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
7. **Contracting with Disadvantaged Business Enterprises**

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

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs* and with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101. The NC Department of Transportation/Public Transportation Division’s overall goal for DBE participation is **8.6%**.

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

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

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

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

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

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding $250,000 financed in whole or in part with Federal Assistance provided by FTA.

9. **Clean Water**

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377, The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding $250,000 financed in whole or in part with Federal assistance provided by FTA.

10. **Environmental Protection**

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S. C. § 5159, if applicable); Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser’s responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, “SAFETEA-LU Environmental Review Process (Public Law 109-59),” 71 Fed. Reg. 66576 et seq. November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

11. **Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.
12. **Buy America**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than $250,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

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

Effective June 20, 2018 small purchases (under the $250,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

*These regulations require, as a matter of responsiveness, that the Vendor or Contractor submit to the purchaser the appropriate Buy America certification (Attachment B or C) with all bids and proposals where FTA funds are provided, except those subject to a general waiver or less than $250,000.*

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

13. **Fly America**

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

14. **Cargo Preference**

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform the Owner, so that additional requirements and clauses may be attached to this Contract.

15. **Debarment and Suspensions**

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

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

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

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

The Procuring Agency agrees and assures that its third party contractors and lessees will review the “Excluded Parties Listing System” at [http://epls.gov/](http://epls.gov/) before entering into any subagreement, lease or third party contract.

The Procuring Agency will be reviewing all third party contractors under the Excluded Parties Listing System at [http://epls.gov/](http://epls.gov/) before entering into any contracts.
The requisite Debarment and Suspension Certification is included as ATTACHMENT D (attach additional statement if necessary) and must be executed for contracts of $25,000 or more and prior to the award of the contract.

16. Termination or Cancellation of Contract

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

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

17. Breach of Contract

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

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

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

If Contractor fails to remedy to the Owner’s satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within twenty (20) days after written notice from the Owner setting forth the nature of said breach or default, the Owner shall
have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

18. Resolution of Disputes

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

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

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

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

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

19. Protest Procedures

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

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

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

21. **False or Fraudulent Statements and Claims**

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

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

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

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

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

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

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39 (i)(11).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Therefore, when the Project is completed, the Contractor agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Contractor agrees to provide other reports pertaining to the Project that FTA may request. The Contractor agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA.

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

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

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

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

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

24. **Privacy**

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, the Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Contractor shall obtain the express consent of the Department and the Federal Government before the Contractor, and any subcontractors, or any of their respective employees operate a system of records on behalf of the Federal Government. Failure to do so may result in termination of the Contract and civil and criminal penalties for violation of the Privacy Act.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

25. **National Intelligent Transportation Systems Architecture and Standards**

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (applicable to ITS projects)
26. **Recycled Products**

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

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

These items include, but may not be limited to:

**Non-paper office products:**
- Office recycling containers and office waste receptacles.
- Plastic desktop accessories.
- Toner cartridges.
- Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- Plastic trash bags.
- Printer ribbons.
- Plastic envelopes.
- Plastic clipboards containing recovered plastic.
- Plastic file folders containing recovered plastic.
- Plastic clip portfolios containing recovered plastic.
- Plastic presentation folders containing recovered plastic.
- Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

27. **State and Local Disclaimer**

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

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

29. **Hold Harmless**

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

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

30. **Seat Belt Usage**

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt on the job seat belt use policies and programs for its employees when operating company owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts entered into under this project.

31. **Metric System**

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

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

33. **North Carolina State Ethic’s Requirement**

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

1) “By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, vendor, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor’s Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

(To be submitted with all proposals or offers exceeding $250,000; must be executed prior to Award)

The undersigned ________________ certifies, to the best of his or her knowledge and belief, that:

(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $250,000 for each such failure.

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

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

Date                                               Signature of Contractor’s Authorized Official

Name and Title of Contractors Authorized Official

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

Notary Public __________________________

My Appointment Expires ________________
ATTACHMENT B

CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA REQUIREMENTS

(To be submitted with all bids for goods exceeding $250,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award. Only one certification may be submitted.)

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

DATE _______________________________

SIGNATURE __________________________

COMPANY ____________________________

NAME ______________________________

TITLE ______________________________

State of _____________________________

County of ____________________________

Subscribed and sworn to before me this ___ day of ________, 20__.

Notary Public _________________________

My Appointment Expires ________________
ATTACHMENT C
CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA REQUIREMENTS

(To be submitted with all bids exceeding $250,000. A bid, which does not include this
certification or the certification under Attachment B, will not be eligible for award. Only one
certification may be submitted)

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

DATE ____________________________

SIGNATURE ________________________

COMPANY __________________________

NAME ______________________________

TITLE ______________________________

State of _____________________________

County of ____________________________

Subscribed and sworn to before me this ___ day of ________, 20__.

Notary Public __________________________

My Appointment Expires ________________
ATTACHMENT D

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

(To be submitted with all bids and proposals exceeding $25,000.)

(1) The prospective lower tier participant (Vendor/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Vendor/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Vendor/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

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

DATE ______________________________

SIGNATURE __________________________

COMPANY ____________________________

NAME ______________________________

TITLE ______________________________

State of ____________________________

County of ___________________________

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

Notary Public _______________________

My Appointment Expires _______________
ATTACHMENT E

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

(To be submitted with all bids)

I, _____________________________ (hereinafter the “Affiant”), duly authorized by and on behalf of _______________________________ (hereinafter the “Employer”) after being first duly sworn deposes and says as follows:

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

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

3. □ Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

□ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.

5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This _____day of _______________, 20____.

____________________________________
Signature of Affiant

____________________________________
Printed Name and Title

State of __________________________

County of _______________________

Subscribed and sworn to before me this ___ day of ____________________, 20__.

Notary Public ___________________
(SEAL)  My Appointment Expires __________
SERVICES CONTRACT

This contract for services (the “Contract”), made and entered into this _____ day of ________________, 2022, by and between the City of Salisbury, a North Carolina municipal corporation (hereinafter referred to as the “City”), and ______________________________________ (hereinafter referred to as the “Provider”) (collectively, the “Parties”).

For and in consideration of the mutual promises set forth in the Contract, the parties do mutually agree as follows:

1. Obligations of Provider.
   a. Services. Under this Contract, the Provider shall perform the following services at designated times and sites as specifically requested and authorized by the City. The services to be performed are as follows: ___________________________. (the “Services”). Provider shall, at its own sole cost and expense, perform and provide all the labor, services, materials, equipment, supplies, plans, and equipment necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Contract, and pursuant to the instructions, orders, and directions of the City made in accordance with this Contract.
   b. Qualifications of Provider. Provider, and all agents or employees of Provider who will provide services under this Contract, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
   c. Records Maintenance. Provider shall maintain written documentation of any professional services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.

2. Obligations of the City.
   a. Compensation. The City agrees to compensate Provider per the quote in Exhibit A, not to exceed _______________________. With the City’s written consent, payments may be made in monthly or other periodic installments for work performed and accepted during the previous month or other specified period.
   b. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of Services, and an alternate date cannot be agreed upon, the City will be under no obligation to compensate Provider for Services not rendered.

3. Term. The Services will be commenced upon written notification of award of the contract and will be completed by __________________________, unless sooner terminated as herein provided.

4. Termination for Convenience. The City may terminate this Contract at any time at its complete discretion. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the City, be turned over to it and become its property. If the Contract is terminated by the City in accordance with this section, the City will provide a prorated payment for all services performed as of the date of termination.

5. Terms and Methods of Payment. Provider shall provide the City with invoice(s) itemized by services provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoice(s) shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Provider within thirty (30) days.
of submission of such invoice(s). Invoice(s) should be sent to: City of Salisbury, Accounts Payable, PO Box 479, Salisbury, NC 28145 or financeAP@salisburync.gov, for review and approval.

6. **Contract Funding.** It is understood and agreed between Provider and the City that the City’s payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.

7. **Insurance.** Provider agrees to maintain $1,000,000 in general liability, $1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The “City of Salisbury, a North Carolina Municipal Corporation” shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Provider to the City and shall contain an endorsement to provide the City at least ten (10) days’ written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

8. **Taxes.** Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.

9. **Monitoring and Auditing.** Provider shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the City to evaluate all activities conducted under this Contract as dictated by the City. Provider shall provide auditors retained by the City with access to any records and files related to the provision of services under this Contract. The City agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.

10. **Time of the essence.** The Parties agree that time is of the essence to each and every term or condition of this Contract where a certain length of time is fixed for the performance of the term or condition. The Parties further agree that any additional time allowed for the completion of any Work by mutual agreement of the Parties shall be of the essence to this Contract.

11. **Compliance with Applicable Laws.** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider represents that it is authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.

12. **Indemnification.** Provider does hereby agree to indemnify and save harmless the City of Salisbury, its officers, agents, and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss, or injury of any kind, including environmental, which may arise as a result of the Provider’s sole negligence in performing, its agents or employees or as a result of, work performed pursuant to this Contract.

13. **Relationship of Parties.** Provider shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the City.

14. **Restricted Companies List.** Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer
pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

15. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Salisbury City Council or of any member of the City’s Administration, Human Resources, Information Technology, or Financial and Business Services departments. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the City Manager. Absent an applicable exception under state law and City policy, the existence of a family relationship covered by this Contract is grounds for immediate termination by the City without further financial liability to Provider.

16. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the City.

17. Amendments in writing. This Contract may be amended only in writing and signed by both parties.


19. Entire agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. **To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.**

20. Attached Exhibits. The following documents, if any, are attached to this Contract and incorporated by reference herein:
   a. Exhibit A: ________________________________

21. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

22. Counterparts and execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an “original.”

23. Nondiscrimination. By signing this Contract, Contracting Party, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation, gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Contract. The Contracting Party further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, Contracting Party
further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure to comply with the requirements of this provision shall constitute a breach of the Contract. This provision shall be binding on the successors and assigns of the Contracting Party with reference to the subject matter of this Contract.

24. **Authority to Enter Contract.** The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

<table>
<thead>
<tr>
<th>CITY OF SALISBURY</th>
<th>PROVIDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY: ____________________________</td>
<td>____________________________</td>
</tr>
<tr>
<td>TITLE: ____________________________</td>
<td>____________________________</td>
</tr>
<tr>
<td>DATE: ____________________________</td>
<td>____________________________</td>
</tr>
</tbody>
</table>

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
### References for Local Governments using Software

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Notes:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT #1

ACKNOWLEDGEMENT OF ADDENDA

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

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

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Dated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Addendum No.</td>
<td>Dated</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Addendum No.</td>
<td>Dated</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Addendum No.</td>
<td>Dated</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Addendum No.</td>
<td>Dated</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

________________________________________
Name of Proposer

________________________________________
Address

________________________________________
City, State, Zip

________________________________________
Signature of Authorized Official

________________________________________
Date
Q. **Award Matrix**

<table>
<thead>
<tr>
<th>Weighted Percentage</th>
<th>Selection Criteria – Microtransit Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%</td>
<td><strong>Demonstration:</strong> Demonstrate the software and show its capabilities as it pertains to the scope of work and the City’s needs</td>
</tr>
<tr>
<td>20%</td>
<td><strong>Vendor/Company Background/Relevant Experience:</strong> Outline and specify the capabilities of the firm to provide the requested product(s) and services as outlined in the scope of work. Relevant Experience, including references for similar projects</td>
</tr>
<tr>
<td>20%</td>
<td><strong>Project Approach/Scope:</strong> Details on firm’s mobility system technology meeting the capabilities and the firm’s ability to meet the requirements outlined in this RFP.</td>
</tr>
<tr>
<td>20%</td>
<td><strong>Cost Proposal:</strong> Details on the cost for the mobility system technology as outlined in this RFP.</td>
</tr>
<tr>
<td>30%</td>
<td><strong>Implementation Schedule:</strong> Reasonableness of implementation schedule and ability to meet final deadline for implementation of December 1, 2022.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

The following Scoring Formula will determine Scoring Value Maximum Points (enter 1-10 in the yellow cells)

<table>
<thead>
<tr>
<th>Scoring Level</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>9-10</td>
</tr>
<tr>
<td>Good</td>
<td>7-8</td>
</tr>
<tr>
<td>Fair</td>
<td>5-6</td>
</tr>
<tr>
<td>Poor</td>
<td>0-4</td>
</tr>
</tbody>
</table>

Sheet will multiply scoring based on a formula of possible scoring value maximum point allotment. Example: If a contractor is scored as 6.0 (Fair) on Qualifications then this is multiplied by the maximum scoring points (25) and divided by 10, e.g. (6.0 x 25)/10 (maximum scoring points), which would then equal 15 points.
Proposal Response Form

Company: _____________________________

Signed: _____________________________

Name/Title: ___________________________

Date: ________________________________

<table>
<thead>
<tr>
<th>Pricing Model (provide pricing that applies to your model)</th>
<th>Price Per Year</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deployment</td>
<td>Year 1: $ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year 2: $ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 1 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 2 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 3 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total -</td>
<td></td>
</tr>
<tr>
<td>Vehicle Hardware including Installation</td>
<td>Year 1: $ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year 2: $ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 1 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 2 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 3 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total -</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td>Year 1: $ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year 2: $ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 1 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 2 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 3 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total -</td>
<td></td>
</tr>
<tr>
<td>Rider App Software License</td>
<td>Year 1: $ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year 2: $ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 1 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 2 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 3 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total -</td>
<td></td>
</tr>
<tr>
<td>Driver App Software Per License</td>
<td>Year 1: $ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year 2: $ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 1 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 2 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Option Year 3 -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total -</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Year 1</td>
<td>Year 2</td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>Admin Console License</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reporting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional Items
Attachment #2  Current fixed routes service to Salisbury, Spencer, and East Spencer
Attachment #3  Current ADA Paratransit service area is the gray shaded area.
Attachment #4  Current Route #3 (Blue)
Attachment #5  Proposed microtransit pilot project which will replace Route #3 (Blue Route) and all ADA Paratransit trips, see Attachment #3 for ADA Paratransit service area.