
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
JANUARY 16, 2024
6:45 PM

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA
2. CONSENT AGENDA
 - A. Approval of Contract with Community Development Foundation to Provide Services for Developing the Black Voice and History Museum
 - B. Approval of Request for Destruction of Planning & Inspections Department Records
 - C. Approval to Pay Prior Year Invoice
 - D. Approval of FY24 Rural State Operating Program & Rural Operating Assistance Program (ROAP) Contract Amendments
 - E. Approval of Budget Ordinance Amendment for the January 16, 2024 Board of Commissioners' Agenda
 - F. Approval of Cumberland County Board of Commissioners Agenda Session Items
 1. Chapin Hall FY24 Contract Amendment
 2. Issuance of Request for Proposals for Early Intervention with Opioid Settlement Funds
 3. Service Agreement with HDR Engineering, Inc. of the Carolinas for Water Resources Study
 4. Service Agreement with HDR Engineering, Inc. of the Carolinas for FEMA BRIC Funding Assistance for West Cedar Creek
 5. Resolution Designation of Applicants Agent FY22 BRIC Grant Funding
 6. Cumberland-Hoke Hazard Mitigation Plan Amendment
 7. Community Development Funding Agreement with Kingdom Community Development Corporation

8. Community Transportation Program 2024 Title VI Program Plan
 9. Community Transportation Program Drug and Alcohol Policy Plan Update
3. PUBLIC HEARINGS
 - A. Case ZON-23-0034
 - B. Street Naming Case - SN0503

Rezoning Cases

- C. Case ZON-23-0029
 - D. Case ZON-23-0033
4. ITEMS OF BUSINESS
 - A. Consideration of Approval of 2024 Federal Legislative Agenda
 - B. Consideration of Sale of Parcel on the Sand Hill Road Industrial Site to Piedmont Natural Gas for Expansion of Regulator Station
 5. NOMINATIONS **There are no Nominations for this Meeting**
 6. APPOINTMENTS
 - A. Fayetteville-Cumberland Parks and Recreation Advisory Commission (2 Vacancies)
 7. CLOSED SESSION
 - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)

ADJOURN

REGULAR BOARD MEETINGS:

February 5, 2024 (Monday) 9:00 AM
February 19, 2024 (Monday) 6:45 PM
March 4, 2024 (Monday) 9:00 AM

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 1/10/2024

**SUBJECT: APPROVAL OF CONTRACT WITH COMMUNITY DEVELOPMENT
FOUNDATION TO PROVIDE SERVICES FOR DEVELOPING THE
BLACK VOICE AND HISTORY MUSEUM**

BACKGROUND

April 18, 2022, the Board set aside \$450,000 for a proposed African American Museum in Cumberland County. These funds are held in the Preliminary Capital Category of the Capital Investment Fund in the FY24 budget. The attached contract with Community Development Foundation, a nonprofit corporation, is for it to take all steps necessary to complete the study, community engagement, and preliminary conceptual design of a museum identified as a Black Voice and History Museum. County funding is contingent upon the City of Fayetteville also providing \$450,000 for the project budget of \$900,000. G.S. § 153A-437 requires that before an appropriation may be made for establishing or maintaining historical museums or projects, the recipient organization shall adopt and present to the county or city a resolution requesting the funds and describing the intended use of the funds. Robert Van Geons reported to the County Attorney that he would obtain the necessary resolution. The resolution will be provided at the first available meeting after it is received. The contract will be made effective after the board receives that resolution. The County Manager requested this matter be moved forward without the required resolution so the contract could quickly be put in place after the resolution was received.

RECOMMENDATION / PROPOSED ACTION

Consider approval of the contract to become effective after the required resolution is presented to the Board of Commissioners.

ATTACHMENTS:

Description

Type

STATE OF NORTH CAROLINA

CONTRACT FOR MUSEUM SERVICES

COUNTY OF CUMBERLAND

THIS CONTRACT, is entered into on the last date shown by the signatures of the parties, to be effective _____, by and between the COUNTY OF CUMBERLAND, (hereinafter referred to as "County"), and COMMUNITY DEVELOPMENT FOUNDATION, a corporation organized under the North Carolina Nonprofit Corporation Act (hereinafter referred to as "Agency").

W I T N E S S E T H:

Whereas, April 18, 2022, County's board of commissioners set aside \$450,00 for a proposed African American Museum in Cumberland County; and

Whereas, these funds are held in the Preliminary Capital Category of the Capital Investment Fund in County's FY24 budget; and

Whereas, Agency's board of directors has adopted and presented to County the attached resolution requesting the funds and describing the intended use of the funds in accordance with N.C.G.S. § 153A-437; and

Whereas, County has agreed to fund Agency these funds for this public purpose, and in exchange for this funding Agency has agreed to perform certain services. In furtherance of this agreement, the parties enter this contract subject to the following terms and conditions:

1. **TERM OF CONTRACT:** This contract shall begin _____, and end December 31, 2024, unless sooner terminated. If the services to be provided by Agency have not been completed December 31, 2024, this contract shall automatically be extended to June 30, 2025, unless Agency gives notice to County that Agency does not wish to extend it. The Cumberland County Board of Commissioners may terminate this contract at any time prior to its expiration date upon 60 days' prior written notice to Agency. In the event Agency elects not to extend this contract past December 31, 2024, or County's board of commissioners terminates this contract prior to the stated expiration date or the extension thereof, Agency shall return all unused funds to County.
2. **SERVICES TO BE PERFORMED:** Agency, in and for the consideration recited in Paragraph 3 below, shall perform those services stated in **Exhibit 1 – Scope of Services** in accordance with the budget expenditures stated in **Exhibit 2 – Project Budget**. Each exhibit is attached hereto and incorporated herein by reference. Agency shall notify the county manager in writing immediately of any change in the type or level of services to be performed, and if County agrees to the change, an amendment to this contract must be signed by each party prior to any changes or modifications taking

effect. If County does not agree to the change, this contract will be terminated in accordance with Section 1 above.

3. **DELIVERABLES:** Upon completion of the Scope of Work, Agency shall provide the deliverables set forth in **Exhibit 3**, attached hereto and incorporated herein.

4. **PAYMENT:**

- A. County will fund Agency an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000) for the services provided by Agency during the term of this contract. The amount of County funding is conditioned on Agency securing all funding for the Project Budget set out in **Exhibit 2** with one-half of the funding to be provided by County and one-half to be provided by the City of Fayetteville. The transfer of payments from County to Agency shall be in accordance with Agency's written instructions for mailing checks to Agency or for the direct deposit of funds into Agency's account. These written instructions must be provided to County's Finance Office prior to any funds being transferred.

- B. Agency shall submit a request for funding at the start of each calendar quarter for the funds Agency has committed or intends to spend in the quarter for which the request is made. County shall provide one-half of the total budget requested each quarter. Requests for funding shall be made to the County's Finance Office in a form approved by the County's Finance Office. Commencing with the second quarterly request, Agency must report the previous quarterly expenditures and services performed in a form that specifically shows the amount of County funds expended, the amount of City of Fayetteville funds expended, how the funds were used, that the use of the funds was within the purposes shown in **Exhibit 1**, and the progress achieved for any of the deliverables shown in **Exhibit 3**.

5. **INDEPENDENT CONTRACTOR:** Agency is a nonprofit corporation registered with the North Carolina Secretary of State and is an independent contractor. Agency is not an agent, officer, or employee of County and shall have no authority to act as an agent of County in any capacity.

6. **ASSIGNMENT:** Agency shall not assign all or any part of its rights to receive funding under this contract, nor delegate any performance, nor subcontract any performance without first obtaining County's written approval thereof.

7. **AGENCY AND AUTHORITY:** County designates the Cumberland County Manager as its exclusive agent with respect to this contract. The county manager is authorized to negotiate directly with Agency on County's behalf on all matters pertaining to this contract and Agency shall deal exclusively with the county manager with respect to the terms and conditions of this contract. Regardless of any negotiations between the county manager and Agency, any modification of the terms

of this contract, including the services to be provided, shall only be effective upon the parties executing a written amendment to this contract upon approval by County's board of commissioners.

8. **NOTICES:** Any notices to be given by either party to the other under the terms of this contract shall be in writing and shall be deemed to have been sufficiently given if delivered by hand with written acknowledgment of receipt; by electronic mail with the receiving party acknowledging receipt of the sending party's email by reply email; or by certified mail, return receipt requested. Any notice shall be personally delivered, emailed, or mailed to the office, email address, or mailing address of the person or office shown for each party below or to such other person and address as either party hereafter from time to time designates in writing to the other for the receipt of notice:

AGENCY:

Robert Van Geons
201 Hay Street, Ste 401A
Fayetteville, NC 28301
(910) 500-6464
robert@feedc.com

COUNTY:

Clarence Grier
County Manager
P. O. Box 1829
Fayetteville, NC 28302
(910) 678-7723
cgrier@cumberlandcountync.gov

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt or acknowledgement of receipt.

- 9 **CHANGES IN AGENCY'S STATUS:** In the event of any change in Agency's organizational structure or nonprofit status, Agency shall immediately notify the county manager.

10. **CERTIFICATION:**

- A. County, by the county manager's signature below, certifies that the funds stated in Paragraph 3 above are available for Agency's use consistent with the terms of this contract.
- B. Agency, by its officer's signature below, certifies that it has complied, or will comply, with all requirements of this contract required to be complied with before applying for funds, and further agrees that County is not obligated to pay any funds until such requirements have been met.

11. **OTHER TERMS AND CONDITIONS:**

- A. Agency shall provide County with a report prepared by independent auditors in accordance with County's agreed upon procedures, and management's response to the auditor's recommendations, if applicable, for the fiscal year periods ending during any term of this contract. The report shall specify whether County's funds were used exclusively for those purposes stated in **Exhibit 1**. The report shall specify any exceptions and the amounts thereof. Agency acknowledges that County's agreed upon procedures may not be determined upon the commencement of this contract. The audit report shall be delivered to the county manager no later than ninety (90) days after Agency's fiscal year end.
- B. Upon execution of this contract, Agency shall provide County the following documents:

- (i) a copy of its latest financial statement, to include a balance sheet as of the end of its most recent fiscal year and a statement of operations for that year;
 - (ii) a copy of Agency's most recently filed IRS Form 990, Form 990-EZ, or its Form 990-N submittal confirmation; and
 - (iii) a copy of the declarations pages or certificates of insurance for general liability and worker's compensation insurance policies maintained by Agency
- C. If the county manager deems it necessary or appropriate, Agency agrees that County may make an internal audit of Agency's books or records to assess Agency's then-current financial condition.
- D. Upon the termination of this contract, Agency shall return all unused funds, if any, to County.
- 12. **STATUTORY FUNDING AUTHORIZATION:** Funding in support of Agency's services described in **Exhibit 1** is authorized by N.C.G.S. § 153A-437.
- 13. **E-VERIFY.** As a condition of payment for services rendered under this contract, Agency shall comply with the E-Verify compliance requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if Agency performs any services described in **Exhibit 1** through a subcontractor, Agency shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Agency shall verify, by affidavit, compliance of this section upon request by County.
- 14. **IRAN DIVESTMENT ACT CERTIFICATION.** As of the effective date of the Final Divestment list created by the State Treasurer pursuant to N.C.G.S §147-86.58, Agency certifies that is not on that list. Agency's officer signing this contract further certifies that he or she is authorized by Agency to make the foregoing statement.
- 15. **ATTACHMENTS:** Agency shall provide the following documents which are attached to this contract and incorporated herein by reference:
 - A. **Exhibit 1 – Scope of Work**, describing the services or purposes for which County funding will be used.
 - B. **Exhibit 2 - Project Budget**, describing the specific expenditures of County funds.
 - C. **Exhibit 3 - Deliverables**, describing the outcomes of completing the scope of work.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date indicated with each signature by their respective duly authorized representatives.

COUNTY OF CUMBERLAND

ATTEST:

BY: _____
Andrea Tebbe, Clerk to the Board

BY: _____
Clarence Grier, County Manager
Date Signed: _____

COMMUNITY DEVELOPMENT FOUNDATION

ATTEST:

BY: _____
John McCauley, Chairman
Board of Directors

BY: _____
Robert Van Geons, Agent
Date Signed: _____

This instrument has been pre-audited
in the manner required by the Local
Government Budget and Fiscal
Control Act.

County Finance Officer

Approved for legal sufficiency
upon execution by the parties.

County Attorney

EXHIBIT 1 – SCOPE OF WORK

Black Voice and History Museum

Community Development Corporation will take all steps necessary to complete the study, community engagement, and preliminary conceptual design of a Black Voice and History Museum, to be located in Downtown Fayetteville, including but not limited to the following Scope of Work:

1. Establish a Project Leadership Team consisting of Agency's Chief Operating Officer, one member appointed by the City of Fayetteville, and a third member appointed by Cumberland County. The Project Leadership Team shall provide direction, recommendations and guidance to the Project Implementation Director and contracted service providers. Additionally, the Project Leadership team shall review and approve all invoices, contracts, and agreements prior to execution or payment.
2. Conduct community and stakeholder outreach, which is anticipated to include individual interviews with key community members, vision workshops with key stakeholders, public meetings, and digital engagement.
3. Establish an academic advisory board and a community advisory board to provide advice, ideas, and counsel to the development team.
4. Organize virtual tours of comparable museum projects, such as the International African American Museum in Charleston, South Carolina.
5. Complete a museum feasibility and economic impact analysis study.
6. Produce initial museum building pre-design ideas and initial building/space programming based on outreach efforts.
7. Collaborate with other current Downtown Fayetteville projects, such as the Crown Event Center and the Market House re-purposing, so project teams are aware of the efforts of all projects.
8. Develop a proposed job description for the museum Executive Director.
9. Create an early concept image of the museum.
10. Deliver a proposed business plan and funding plan.
11. Provide visionary leadership: A nationally prominent architect and urban planner will guide the entire rethinking of downtown Fayetteville and produce architectural and design concepts for the Black Voice Museum, Chesnutt Plaza and the integration of the Historic Downtown area and current Fayetteville Corridor Projects.

EXHIBIT 2 – PROJECT BUDGET Black Voice and History Museum

Revised Budget Option October 12, 2023

Initial Grant:	
Discovery & Visioning	
\$ 150,000	MBP Owner's Representative (hourly, not to exceed) Owner Support/Advisor for cost, schedule and management Stakeholder and Engagement Consultant (community outreach coordinator)
\$ 220,000	Gensler Owner Support/Advisor for content, consultant coordination and task management (hourly, not to exceed) Update Fayetteville Urban Design Plan (lump sum) Museum Pre-Design and Programming (lump sum)
\$ 125,000	Stakeholder and Community Outreach (hourly, not to exceed)
\$ 34,000	Mini-Summits (Optional) Estimated Direct Expenses
\$ 75,000	Supporting Consulting Services for BVM Museum (allowances) Feasibility/Economic Impact/Right Sizing/Visitation Projections Business Planning/Operational planning (Museum) Strategic Planning Interpretive planning concepts/visitor experience plan Architectural planning and concept development Cost estimating/modeling Documenting Museum Development Process MEP engineering programming support
\$ 150,000	Conceptual Design Discovery and Visioning Planning Develop Museum Concept
	Benchmarking site visits (allowance one week full team) Comparable sites to be identified
\$ 100,000	Administrative Costs for project development (allowances) Legal (FCW allowance) Historian's stipend (historiographers) K-12 Educational Programs Staff and Board
	Beta Space for Outreach and Planning Showroom (allowance) Rent and Operations (annual expense) This could be a donated space Design and construction Staffing (annual expense)
	Supporting Consulting Services for Historic Fayetteville Core (allowances) Traffic Study and Parking Update Landscape/Civil Engineering Master Plan/Development Interpretive Masterplan Cost Estimating Sitewide survey Exhibit Design Development (schematics)
\$ 35,100	Owners Contingency (planning reserve)
	Museum Design (allowances) Museum Site Survey Museum Environmental and Geotech reports Museum Schematic Design Estimate (A/E and Exhibit Design)
\$ 109,000	Consultant & Expense Subtotal (Excluding Gensler and MBP)
\$ 10,900	Consultant/Expense Markup (10%) for insurance, accounting and invoice processing
\$ 900,000	INITIAL GRANT (DESIGN) FIXED BUDGET TOTAL

EXHIBIT 3 – DELIVERABLES
Black Voice and History Museum

1. Results of Community Engagement: A consolidated summary of all interviews, public engagement, comments, and findings.
2. Museum feasibility and economic impact analysis study.
3. Initial building/space programming ideas and results of pre-design work.
4. Early concept image of the museum.
5. Proposed job description for museum Executive Director.
6. Proposed business plan and funding plan.
7. Detailed inventory of local Black History assets, artifacts, knowledge keepers and chronological listing of prominent events.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, PLANNING & INSPECTIONS DIRECTOR

DATE: 1/2/2024

**SUBJECT: APPROVAL OF REQUEST FOR DESTRUCTION OF PLANNING &
INSPECTIONS DEPARTMENT RECORDS**

BACKGROUND

In accordance with the Records Retention and Disposition Schedule dated October 1, 2021, I request permission to destroy records dated prior to January 1, 2018. I request to destroy these records on or before March 31, 2024. The maximum time period we are required to maintain records is six years. This request will allow records to be destroyed that are no longer useful. Records to be destroyed are as follows:

1. Permit Files: Included are Applications for Building, Electrical, Plumbing, Mechanical, Insulation, Demolition, Relocation, and Zoning Permits, Permits Issued, Work Tickets, Certificates of Occupancy, Blueprints and Specifications and related correspondence.
2. Minimum Housing, Junk Vehicle and Zoning Code Enforcement Files.
3. Activity Reports: This file consists of information compiled for the U.S. Bureau of the Census, reports of money collected for permit fees, inspections performed, and permits issued.
4. Correspondence/Memorandums.

Exceptions:

1. Any record required to be retained permanently or for the life of the structure.
2. Records, if any, related to any ongoing litigation.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners approve the disposal of the stated records.



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 1/5/2024

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICE

BACKGROUND

There is a period of time after June 30th of fiscal year-end in which transactions of the prior fiscal year will continue to be processed (typically until the third week in August). After that cutoff date has passed, a department may still receive a vendor invoice that is payable for services that were rendered, or goods were received in the prior fiscal year. When that occurs, approval by the Board of Commissioners is required prior to payment. The following departmental invoices meet those criteria:

Department:	Parks & Rec Fund
Vendor:	Town of Spring Lake
Services Rendered:	07/01/2022 through 06/30/2023
Total Amount:	\$53,084.49

RECOMMENDATION / PROPOSED ACTION

Assistant County Manager, Brian Haney, is requesting approval to pay prior year invoices out of the Parks & Rec Fund totaling \$53,084.49 for services rendered within the Town of Spring Lake during their transition of services to Fayetteville-Cumberland Parks & Recreation. Budgetary availability exists within the fund.

ATTACHMENTS:

Description	Type
Prior Year Invoice - County Management	Backup Material

Clarence G. Grier
County Manager

Brian Haney
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

Office of the County Manager

TO: VICKI EVANS, GENERAL MANAGER OF FINANCIAL SERVICES
FROM: BRIAN HANEY, ASSISTANT COUNTY MANAGER
DATE: JANUARY 5, 2024
SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICE

On Nov. 11, 2023, the County received an invoice from the State Treasurer's Office on behalf of the Town of Spring Lake for \$53,084.49.

The invoice amount is for costs incurred by the Town of Spring Lake for recreation staff and expenses between the effective date of the Town's merger into the County-wide Recreation District (July 1, 2022) and when Fayetteville-Cumberland Parks & Recreation (FCPR) actually assumed responsibility for Spring Lake's recreation operations. During this period, the Town was still incurring the expenses of operating its recreation program while the district tax revenue was going to FCPR. The invoice seeks to reimburse the Town for these expenses.

Since these costs would have been incurred by FCPR through Recreation District Tax proceeds, staff recommends withholding this amount from the County's transfer to FCPR in the current fiscal year. FCPR has sufficient fund balance to cover this amount.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

DATE: 1/16/2024

SUBJECT: APPROVAL OF FY24 RURAL STATE OPERATING PROGRAM & RURAL OPERATING ASSISTANCE PROGRAM (ROAP) CONTRACT AMENDMENTS

BACKGROUND

On August 21, 2023, the Community Transportation Program (CTP) received Board of Commissioner approval to recognize a one-time allocation of the Rural State Operating Program Grant from NCDOT in the amount of \$100,000. In addition, there were some unobligated revenues from prior year 2023 of ROAP funds that need to be recognized in the amount of \$82,019.

In order to complete this fiscal year's financial obligation to B&W Transporting, Inc., FAMIKS Transport, Inc., and Chapmans Management Company, the County will need to increase the existing RGP, EMPL and 5310 contract amounts with each vendor. This would translate to six contract amendments as attached and as indicated below:

Vendor	Current Contract	Increase	New Contract
B&W Transporting, Incorporated (EMPL)	\$73,347	\$25,000	\$98,347
Chapmans Management Company (EMPL)	\$5,828	\$35,821	\$41,649
Chapmans Management Company (EDTAP)	\$50,000	\$27,848	\$77,848
Chapmans Management Company (5310)	\$50,000	\$25,000	\$75,000
FAMIKS Transport, Inc (EDTAP)	\$67,000	\$30,000	\$97,000
FAMIKS Transport, Inc (RGP)	\$7,686	\$38,350	\$46,036

These contract amendments will authorize the use of the funding to pay for trips and fill in transportation gaps for our citizens' transportation needs for medical, work, school, and general errands for the remainder of the current fiscal year.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of FY24 Rural State Operating Program & Rural Operating Assistance Program (ROAP) Contract Amendments.

ATTACHMENTS:

Description	Type
B&W EMPL	Backup Material
B&W EMPL Contract Amendment	Backup Material
Chapmans 5310 Contract	Backup Material
Chapmans 5310 Contract Amendment	Backup Material
Chapmans EMPL	Backup Material
Chapmans EMPL contract amendment	Backup Material
Chapmans EDTAP	Backup Material
Chapmans EDTAP contract amendment	Backup Material
FAMIKS EDTAP	Backup Material
FAMIKS EDTAP contract amendment	Backup Material
FAMIKS RGP	Backup Material
FAMIKS RGP contract amendment	Backup Material

THIS AGREEMENT, hereinafter known as the EMPLOYMENT TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and B & W TRANSPORTING, INCORPORATED (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2022 through June 30, 2023. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SEVENTY-THREE THOUSAND THREE HUNDRED AND FORTY-SEVEN DOLLARS AND ZERO CENTS (\$73,347.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$73,347.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation

Program requires that all training be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

30. NOTICES: Any notice to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed to the other party by certified mail return receipt requested the following addresses or to such other addresses as either party from time to time designates in writing to the other for the receipt of notice.

B & W Transporting, Incorporated
Barbara Canady
President

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator

PO Box 40404
Fayetteville, NC 28309
(910) 309-3819

130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, B & W TRANSPORTING, INCORPORATED PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

B & W Transporting, Incorporated

Contract #: 2023024

Amount: \$ 73,347.00

IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

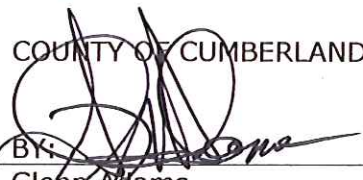
NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST


Candice White
Clerk



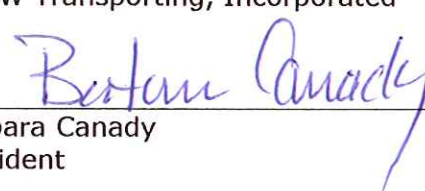
COUNTY OF CUMBERLAND


BY: Glenn Adams
Chair, Board of Commissioners

ATTEST

BY: 
Witness

B & W Transporting, Incorporated

BY: 
Barbara Canady
President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: 
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY:  8/15/22
County Attorney's Office



**CONTRACT WORKFLOW PROCESS
DEPARTMENT HEAD CERTIFICATION**

The appropriate signatures have been obtained on the attached contract in accordance with Cumberland County Purchasing Policy. I certify there have been no other changes or updates made to the contract documents after the approval for Legal Sufficiency was provided.

Department: Planning and Inspections/CTP

Department Head Signature: *Paul Howard* Date: 8.16.22

Contract # 2023024



Contract Check List (Eff. 6/21/21)
Contract Number: 2023024

Please ensure that each requirement below is completed before checking the boxes. Only check boxes that apply to the contract being processed. **Please Note: If the item does not apply to this contract, notate NA in the box.** All incomplete contracts will be returned to the submitting department. Packets must be organized.

Description	✓ or NA
1. Only the vendor's signatures have been obtained. <u>All contracts \$50,000.00 or more require the County's Manager's signature. Contracts \$100,000.00 or more, resulting from a formal bid process, require the Board Chairman's signature, after Board approval.</u> The County Manager does not have to sign contracts that require the Chairman's signature.	✓
2. All attachments referenced in the contract language or applicable to the contract are included with the contract. If hyperlinks are included in the contract, the information included on the hyperlink must also be included as a hard copy.	✓
3. There are (3) signed originals. One copy should be single-sided and paper-clipped together, the others stapled.	✓
4. Correct solicitation process was followed, and the bid tabulation sheet or proposals are attached with hard copies. For services following an RFP process, the evaluation summary is included.	✓
5. If \$30,000 or more, the request for quotes/bids/proposals was posted on Vendor Self Service.	✓
6. If project qualifies for Federal reimbursement, Federal procurement guidelines have been followed. ➤ Required contract clauses are attached.	N/A
7. If the contract is for outside Legal services, the <u>action agenda</u> showing approval is attached. (Board approval is always required for this.)	N/A
8. If the contract is Information Services related (computer hardware, software, etc.) the subtype <i>Computer Equipment</i> box in Munis has been selected. When this subtype is selected the IS Director will be an approver in Munis. Once you release the Contract Entry into workflow, contract hard copies should be sent to the IS Director and IS will forward to Finance after their approval. This is applicable to all departments, including those with their own IS division.	N/A
9. The contract does not contain an "Indemnity Clause" or if it does, there is a capped amount. If there is a capped amount, a separate requisition is created to encumber this amount Req # . If there is an indemnity clause w/o a capped amount, ask the vendor, by email, if the language can be stricken. Include email with contract packet. *Contact County Legal if uncertain*	N/A
10. There is either a Total Amount or Not to Exceed amount listed in the contract.	✓
W9's & LEGAL ENTITY NAME REQUIREMENTS **If there is a discrepancy between the W9, Secretary of State page and contract hard copy, contact County Legal to reconcile before sending the contract forward. Contact County Legal for any questions regarding the legal name requirements. There are other special circumstances/legal requirements that may apply to certain contracts. We are unable to determine this in Finance. We are listing below the basic requirements that should be followed.**	
11. The vendor has a W9 in Munis and the date is less than one calendar year old. Confirm the W9 date here: 6-27-2022	✓
12. If the W9 is more than one year old a new W9 has been emailed to County Finance (Accounts Payable) to be attached in Munis. *Confirm (in <i>Vendor Inquiry</i>) the new W9 is attached before moving forward*	✓
13. The vendor name listed on the W9 matches exactly to the Secretary of State page (See number 15 & 16 below), including "inc", "llc", etc. **If "incorporated" is not abbreviated on one document, it should not be abbreviated on any of the documents** If the W9 does not match the State page, the vendor will need to submit an updated W9.	✓
14. The name listed on all pages of the contract is the same as the Secretary of State page and W9. This includes "inc", "llc", etc.	✓
15. There is (1) <i>Contractor's Certification</i> form and (1) <i>Request for Finance & Legal Review</i> form attached to the contract hard copies. Only one copy for the entire packet needed.	✓
16. A copy of the screen page from the NC Secretary's (or the State they are registered in) website showing they have an active status. The screen page MUST be attached!	✓
17. There is enough space for the pre-audit and Legal signatures, or a signature page is attached. The "Signature Page" document is not needed if there is room for all signatures on the existing signature page that is signed by the vendor.	✓
18. E-Verify Statement is in the contract language or a signed E-Verify memo is attached to each original copy for a total of (3). The E-verify memo <u>does</u> have to be signed by the vendor. If both the E-verify & Iran statements are missing from the contract, there is also a single form with both statements that can be signed, available on the Intranet.	✓
19. Iran Statement is in the contract language or the Iran statement is attached to each original copy for a total of (3). The Iran statement does not have to be signed by the vendor.	✓
20. There are tabs identifying all signature pages.	✓
21. Requisition has been entered but not released and has a status of "Allocated". The requisition amount is equal to the contract not to exceed amount. Requisition #: 49	✓
22. Contract Entry in Munis released into workflow. Make sure any attachments in Contract Entry are PDF files. NO Excel/Word/etc. documents that show as a link to be downloaded.	✓

Contact Name Ifetayo Farrakhan

Certifying accuracy and completion: Department Head

David B. Moore
for Rauls Howard

REQUEST FOR LEGAL AND FINANCE REVIEW OF CONTRACT (EFF. 6/21/21)

The undersigned requests legal review of the contract between Cumberland County and B & W Transporting Incorporated

The undersigned certifies as follows:

If legal review is not required, indicate the reason below.

☐ 1. The only other party to this contract is a department or agency of the government of the United States or the State of North Carolina.

☐ 2. This contract requires the expenditure of not more than \$5,000 in any fiscal year.

☐ 3. The county and this contractor or vendor have had this same contract in place for the current and past fiscal years without any dispute and the only change to the existing contract is extending the term and/or increasing the contract amount.

!!MUST RESPOND!! Does this purchase qualify for federal reimbursement (ex. FEMA reimbursement or federal grant)

Yes or No? No. If Yes, have federal procurement guidelines been followed? Yes, a copy of the County's *FEMA Contract Clauses* is attached to each original hard copy Yes.

****Completion of the Uniform Guidelines Checklist is advised****

This contract was obtained through the following process

****Only select an option if process was followed. Backup is required**:**

Service/Purchase/Construction

☐ Solicitation of quotes (5,000 – 29,999.99)

Purchase (Items, Apparatus, Materials)

☐ Informal bids (30,000 – 89,999.99)

☐ Formal bids (90,000 and above)

Service Formal

☒ Informal RFP (30,000 and above)

Construction

☐ Informal bid (30,000 – 499,999.99) Attach Proof of General Contractors License or if not required, explain below.

☐ Formal bid (500,000 and above) Attach Proof of General Contractors License or if not required, explain below.

Engineering/Consulting/Architect

☐ RFQ (Any amount)

- Does this contract with this vendor also include construction work? Yes If so, was an RFQ the only bid process followed? Yes

- Please Explain:

If none of the above, provide justification/explanation:

Please complete and initial each item below.

1. Date contract was approved by BOC (Put NA if Not Applicable) May 16, 2022

2. All statutory requirements applicable to the process were followed.

3. All applicable Cumberland County purchasing and contracting requirements were followed.

4. All applicable documentation required by the Cumberland County Finance Office has been submitted.

Certified by: Ifetayo Farrakhan for the Planning & Inspections/CTP Department of Cumberland County.

Signature: [Signature] Date Submitted: June 23, 2022

Boxes are for Purchasing Office Only

Put NA or Cross Through Where Not Applicable

Completed By (Initial): [Initials]

SAM CHECKED: ☒ IRAN LIST CHECKED: ☒

DOA CHECKED: ☒

• W9 requirements on checklist met ☒ Name requirements met ☒

• Requisition or PO checked ☒ Budget code checked ☒ Does the contract qualify as c.o.? Yes Is the Req. or POM coded to c.o.? Yes If yes, original budget or budget revision verified? ☒

• Correct solicitation process followed ☒ If \$30,000 or more, request posted on Vendor Self Service ☒

• Quotes, bid tabulation or evaluation summary attached in Munis to Contract Entry or included with hard copies ☒

• Board Agenda attached ☒ If so, actual minutes reviewed ☒ Does the minutes and agenda match the contract (vendor, amount, approvers, etc.) ☒

• Required signatures verified ☒ Effective date verified ☒

• Contract includes indemnification language ☒ If yes, there is a capped amount? Yes If yes, there is a separate requisition encumbering the capped amount? Yes If no capped amount, there is an email from vendor authorizing to strike out language included with hard copy ☒

• Memo for approval of meal/food purchase attached ☒

• Meal/Food amounts in line with GSA ☒

Construction Contracts Only:

If required, is the general contractor's license attached? ☒ Is it still valid? ☒

Is bid bond required? ☒ If yes, is a copy attached with hard copy? ☒

Is performance payment bond required? ☒ If yes, is a copy included with hard copy? ☒

Notes:

Additional Check for Contract Amendments

• Change in line with original bid process and work? ☒

CONTRACTOR'S CERTIFICATION FOR LEGAL REVIEW OF CONTRACT WITH CUMBERLAND COUNTY (Eff. 6/21/21)

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and B & W Transporting, Incorporated as follows:

1. The contractor is
☐ an individual
☒ a corporation
☐ a limited liability company
☐ a unit of local government
☐ other: _____). (If the contractor is described as "other," a certified copy of the legal documents by which it is organized must be attached.)
2. The contractor's business address is P.O. Box 40404, Fayetteville, NC 28309.
(If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
3. If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?
☒ Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)
☐ No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
4. The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

If the contract was prepared or drafted by contractor or contractor's attorney, complete the following additional certifications:

5. This contract is made subject to the laws of the State of _____.
6. This contract ☐ does ☐ does not contain a provision which may require the county to indemnify the contractor. If it does contain this indemnity provision, the maximum amount for which the county may liable under this indemnity is \$ _____. (An indemnity provision that is not capped may result in the contract not being accepted by the county.)
7. All obligations incurred by the county under the terms of this contract terminate on the following date: _____. (Any contract provision which extends the obligations of the county beyond the date the contract terminates will not be accepted by the county.)

The contractor agrees that the county does not waive its rights as to any provisions of the contract which are against the public policy of the State of North Carolina, regardless of the choice of law stated in the contract.

Certified by Barbara Canady for the contractor stated above.

Signature: _____

Date Submitted: 6/29/22

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

Business Corporation

Legal Name

B & W Transporting, Incorporated

Information

SosId: 0736265

Status: Current-Active ⓘ

Date Formed: 7/28/2004

Citizenship: Domestic

Fiscal Month: December

Annual Report Due Date: April 15th

CurrentAnnual Report Status:

Registered Agent: Canady, Barbara Jean

Addresses

Mailing

3402 Belle Meade Drive NW
Wilson, NC 27896

Principal Office

3402 Belle Meade Drive NW
Wilson, NC 27896

Reg Office

3402 Belle Meade Drive NW
Wilson, NC 27896

Reg Mailing

3402 Belle Meade Drive NW
Wilson, NC 27896

Officers

President

Barbara Canady
3402 Belle Meade Drive NW
Wilson NC 27896

Secretary

Woody Canady
3402 Belle Meade NW Drive
Wilson NC 27896

Stock

Class: Common

Shares: 10000

No Par Value: Yes

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. B&W TRANSPORTING INCORPORATED	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 40404	Requester's name and address (optional)
	6 City, state, and ZIP code FAYETTEVILLE NC 28309	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
0	4	-	3	7	9	5	9	1	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Bertina Quady</i>	Date ► 06/27/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
MAY 16, 2022
6:45 PM

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

Fayetteville-Cumberland Youth Council Members

Laiya Davis
Jaedyn Daniels

Recognition of 2022 Governor's Volunteer Service Awards

Individuals

Wilma Hernandez – Fayetteville Urban Ministry Adult Literacy Education Center
Duncan Harling – BSA Venturing Crew 32, AL Post 32 SAL Squadron 32
Stacey Buckner – Medallion Winner – Veterans Affairs Hospital / ServiceSource Employee
Jerel D. McGeachy, Jr. – East Freedom Council #33 Knights of Pythagoras
Casey Ferris – Hope Mills Area Chamber of Commerce
Jacqueline Crawford – Army Community Service
Patricia Ann Archie Jackson – Fayetteville-Cumberland County Senior Citizens Advisory Commission

Organizations/Groups

Duncan Harling, Jacob Dahman, Julia Dahman, Philip Ryan, Sean Ryan, Luke Frassel, Owen Walkinshaw, Patrick Cook, Liam Creasey and Logan Williamson - BSA Venturing Crew 32, AL Post 32
Bertha Council, John McCauley and Carol Ivey - U.S. Army Airborne & Special Operations Museum

PUBLIC COMMENT PERIOD

REQUEST TO REMOVE ITEM 4.E. FROM AGENDA

1. APPROVAL OF AGENDA

APPROVED WITH REMOVAL OF ITEM 4.E.

2. CONSENT AGENDA

Approved A. Approval of Proclamation Recognizing May 15-21, 2022 as National Public



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 16, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 5/9/2022

SUBJECT: FY23 COMMUNITY TRANSPORTATION PROGRAM BID TAB FOR PROPOSED SERVICES

BACKGROUND

An evaluation committee consisting of five members of the Transportation Advisory Board (TAB), met Thursday, April 21, 2022 to review Cumberland County Community Transportation Program provider proposals. The Transportation Advisory Board then met on Thursday, April 26, 2022 to review and approve the recommendations from the evaluation committee for the following proposals: Section 5310 Transportation (5310) Employment Transportation (EMPL) Rural General Public Transportation (RGP) Area Agency on Aging Medical Transportation (AAA Medical) Area Agency on Aging General Transportation (AAA Gen) Elderly and Disabled Medical Transportation (EDTAP) The proposals were rated on proposal response, qualifications and experience, references, Disadvantaged Business Enterprise (DBE) efforts, and value for cost.

After review, B&W Transportation was recommended for the following contracts: 5310, EMPL, RGP, AAA Gen, and AAA Medical at a rate of \$30.00 per unit of service.

FAMIKS Transportation was recommended for the following contracts: 5310, RGP, AAA Medical, and EDTAP at a rate of \$34.00 per unit of service.

Chapman Management Company was recommended for the following contracts: 5310, EMPL, RGP, AAA Gen, and AAA Medical at a rate of \$30.00 per unit of service.

These three companies were recommended out of a total of four transportation providers that submitted proposals. Each was rated by the evaluation committee using the aforementioned criteria. A copy of the Bid Tab is attached with this memo.

The Transportation Advisory Board would like to request your approval to enter into contracts with the above

Evaluation Sheet FY22 Request for Proposals for Provision of the FY 2023 Cumberland County Community Transportation Program

Vendor-Contractor	Proposed Rate per Trip	Terrasine Gardner					Totals	
		Response	Qual. & Exp	References	DBE Efforts	Value for Cost		
		25 Points	25 Points	10 Points	10 Points	30 Points		
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100	
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	30	100	
3 Chapman Management Co.	\$30.00	25	25	10	10	30	100	
4 Squared, LLC	\$58.00	25	20	10	0	15	70	
Vendor-Contractor	Proposed Rate per Trip	Ashley Patterson					Totals	
		Response	Qual. & Exp	References	DBE Efforts	Value for Cost		
		25 Points	25 Points	10 Points	10 Points	30 Points		
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100	
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	27	97	
3 Chapman Management Co.	\$30.00	20	20	10	10	30	90	
4 Squared, LLC	\$58.00	25	20	10	0	20	75	
Vendor-Contractor	Proposed Rate per Trip	Amber Gulch					Totals	
		Response	Qual. & Exp	References	DBE Efforts	Value for Cost		
		25 Points	25 Points	10 Points	10 Points	30 Points		
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100	
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	30	100	
3 Chapman Management Co.	\$30.00	24	24	10	10	30	98	
4 Squared, LLC	\$58.00	25	25	10	0	20	80	
Vendor-Contractor	Proposed Rate per Trip	Nicole Willingham					Totals	
		Response	Qual. & Exp	References	DBE Efforts	Value for Cost		
		25 Points	25 Points	10 Points	10 Points	30 Points		
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100	
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	30	100	
3 Chapman Management Co.	\$30.00	25	25	10	10	30	100	
4 Squared, LLC	\$58.00	25	25	10	0	20	80	
Vendor-Contractor	Proposed Rate per Trip	Nkechi Kamalu					Totals	Average Scores
		Response	Qual. & Exp	References	DBE Efforts	Value for Cost		
		25 Points	25 Points	10 Points	10 Points	30 Points		
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100	100
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	30	100	99
3 Chapman Management Co.	\$30.00	20	20	10	10	30	90	96
4 Squared, LLC	\$58.00	20	20	10	0	20	70	75

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
JUNE 20, 2022
6:45 PM

INVOCATION - Commissioner Charles Evans

PLEDGE OF ALLEGIANCE -

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

APPROVED

2. PRESENTATIONS

- A. Presentation on Environmental Protection Agency (EPA) Lifetime Drinking Water Health Advisories for Four PFAS Chemicals

REQUEST TO REMOVE ITEM 3.E. FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION AND ACTION

3. CONSENT AGENDA

Approved A. Approval of Proclamation Recognizing Fayetteville Pride Fest

B. Proof of Publication of Legislative Hearing June 6, 2022

NO ACTION NEEDED

Approved C. Approval to Pay Prior Year Invoice

Approved D. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy

E. Approval of Contract with Motorola Solutions for Body Worn and In-Car Camera Equipment



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 20, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 5/26/2022

**SUBJECT: COMMUNITY TRANSPORTATION PROGRAM CONTRACTOR BID
FOR SERVICES**

BACKGROUND

At the May 16, 2022 Regular Meeting, the Board of Commissioners approved the bid tab for Community Transportation Program contractor services. The approval included 3 of 4 providers that submitted as part of the RFP response.

Since the Board's decision, the fourth vendor, Squared, LLC has provided clarification of their proposed rate of service. This vendor's original submittal was \$58 per trip. However, the vendor assumed the trip rate was for roundtrip costs as opposed to one-way. One way trips were specified and explained in the RFP. However, this vendor was not clear on the request. They have provided staff with an updated one-way trip rate of \$33.

Staff believes this new rate proposal of \$33 per trip is in conformance with the other three vendor's rates. If the Board of County Commissioners approve the bid proposal of this vendor, this will increase the total number of vendors providing transportation services in the County from 3 to 4 vendors for the FY23 budget year.

RECOMMENDATION / PROPOSED ACTION

At their June 9th, 2022 Agenda Session, the Board of Commissioners reconsidered and approved the bid proposal from Squared LLC at a rate of \$33 per trip and authorized the Chairman to sign the contract when pre-audited by Finance and approved for legal sufficiency.

FY 2022 BIDS FOR FY2023 CONTRACTS

Company Name	EDTAP Rate	RGP Rate	Empl Rate	5310	AAA Medical Rate	AAA General Rate
B&W Transporting Incorporated	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Famiks Transport, Inc.	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
Chapmans Management Company	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Squared LLC	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00

Jessica Hullender

From: Ifetayo Farrakhan
Sent: Thursday, August 4, 2022 2:03 PM
To: Jessica Hullender
Subject: RE: Contracts for Community Transportation

Yes please. And thank you.

From: Jessica Hullender <jhullender@co.cumberland.nc.us>
Sent: Thursday, August 4, 2022 12:51 PM
To: Ifetayo Farrakhan <ifarrakhan@co.cumberland.nc.us>
Subject: RE: Contracts for Community Transportation

Hi Ife,

Ok, thank you. So I have your permission to take these out of the contracts?

Thanks,

Jessica Hullender

Finance Accountant II
Financial Services

Cumberland County

O: 910-678-7730

www.cumberlandcountync.gov



From: Ifetayo Farrakhan <ifarrakhan@co.cumberland.nc.us>
Sent: Thursday, August 4, 2022 12:35 PM
To: Jessica Hullender <jhullender@co.cumberland.nc.us>
Subject: RE: Contracts for Community Transportation

These two forms are not applicable for this program. They are directly related to programs that purchase their vehicle directly from and with funds from NCDOT.

From: Jessica Hullender <jhullender@co.cumberland.nc.us>
Sent: Thursday, August 4, 2022 12:04 PM
To: Ifetayo Farrakhan <ifarrakhan@co.cumberland.nc.us>
Cc: Hank Graham <hgraham@co.cumberland.nc.us>
Subject: RE: Contracts for Community Transportation

ATTACHMENT B

**TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF
COMPLIANCE WITH 49 CFR PART 26.49**

*(Must be submitted with all bids. A bid, which does not include this certification, will not be
eligible for award.)*

This procurement is subject to the provisions of 49 CFR, Part 26.49. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid.

TRANSIT VEHICLE MANUFACTURER CERTIFICATION

_____, a TVM, hereby certifies that it has complied with the requirement of
(Name of Manufacturer)
49 CFR Part 26.49 by submitting a current annual DBE goal to FTA. The goals apply to Federal
Fiscal Year ____, October 1, ____ to September 30, ____ and have been approved or not
disapproved by FTA.

OR

_____, hereby certifies that the Manufacturer of the transit vehicle to
(Name of Dealer/Distributor)
be supplied, _____, has complied with the above-referenced
(Name of Manufacturer)
requirement of 49 CFR Part 26.49.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT F

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

(To be submitted with all bids.)

The undersigned certifies that the vehicles offered in this procurement comply and will, when delivered, comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665, and any amendments thereto, according to one of the following three alternatives.

(Indicate with an "X" only one of the following statements.)

1. ____ The vehicles offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Bid. If the configuration or components are not identical, the manufacturer shall provide with its Bid a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
2. ____ The vehicles offered are a new model, or with a major change in configuration or components to be acquired, and will be tested and the full bus testing report(s) and any applicable partial testing report(s) will be submitted to the Purchaser before final acceptance of the first vehicle.
3. ____ The manufacturer represents that the vehicles offered are "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Bid the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
4. ____ The manufacturer represents that the vehicles offered are not required to be bus tested.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

**B&W
TRANSPORTING INCORPORATED**

RFP

**FOR THE
CUMBERLAND COUNTY
COMMUNITY TRANSPORTATION
PROGRAM**

JULY 1, 2022 - JUNE 30, 2023

B&W TRANSPORTING INCORPORATED

PO BOX 40404

FAYETTEVILLE, NORTH CAROLINA 28309

PHONE 910-425-5573

FAX 910-425-6613

Bjc@bandwtranspo.com

April 8, 2022

Ifetayo Farrakhan
Administrative Program Officer
Cumberland County Community Transportation Program
130 Gillespie Street
Fayetteville, NC 28301

Dear Mrs. Farrakhan:

B&W Transporting Incorporated is proposing to provide quality professional transportation to meet the needs of your agency and the clients you serve. We have a proven track record in client oriented transportation and work with various agencies throughout Cumberland County. We strive to maintain a very high standard in all areas of our business.

We have experience and expertise in the client population we are proposing to serve and have demonstrated the ability to meet the goals and expectations of the agencies we currently contract with.

We are currently providing services to the Cumberland County Community Transportation Program and we are familiar with the current goals and expectations and will strive to meet any new policy.

We will facilitate our services as described and outlined in our proposal package and implement any additional criteria your agency requires.

We thank you for the opportunity to continue to work with you and your agency.

Sincerely,

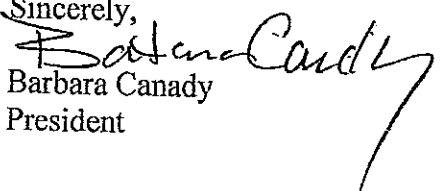

Barbara Canady
President

TABLE OF CONTENTS

Cover Letter
Information/Qualification Worksheets
Description of Proposer
Organization Chart
Credit References
Proposed Vehicle/Photos
Maintenance Program
Driver Standards
Service Description
Implementation/Management Plan
Safety Policy/Emergency Procedures
ADA Compliance
Manager Resume
DMV Driving Records
CPR/First Aid
NC Articles of Incorporation
NC Hub Certification
Certificate of Insurance
Business References
Attachments A,B,C,E,F
SAM Certification
NC DOA Certification

Information and Qualification Proposal Worksheets
(Electronic copies are available upon request.)

1. General Information and Qualifications

A. Identification of Proposer

Name of Organization: B&W TRANSPORTING INCORPORATED

Business Address: PO BOX 40404
FAYETTEVILLE, NC 28309

Telephone Number: 910-425-5573

Fax Number: 910-425-6613

Federal Tax ID #: 04-3795919

B. Name and Title of Individual to Contact for Further Information:

BARBARA CANADY/PRESIDENT

C. Legal Status of Organization: (Check one)

- ☒ For-profit corporation or joint venture corporation
☐ For-profit partnership or sole proprietorship
☐ Non-profit corporation
☐ Public agency
☐ Other (identify) _____

D. Description of Organization

Provide a brief description of the major business functions, history, and organizational structure (please provide copy of organizational chart) of the Proposer Organization. Attach and label as "Description of Proposer Organization."

E. Credit References

Attach names, addresses, phone numbers and relation to Proposer of at least three credit references including Proposer's bank. Label the attachment "Credit References."

F. Has Proposer, or any officer or partner of Proposer, failed to complete a contract?

Yes ___ No X

If yes, give details on separate sheet labeled "Failure to Complete Contract."

G. Proposed subcontractors and consultants

Attach company name, contact, address, phone, and anticipated role of any proposed subcontractor and/or consultant; also include three references for each proposed subcontractor and consultant. Label these attachments "Proposed Subcontractors and Consultants."

H. Disadvantaged and Small Business Status

A Disadvantaged Business Enterprise (DBE) is defined as a business at least 51% of which is owned, operated, and controlled by minority group members, or in the cases of publicly owned businesses, at least 51% of which is owned, operated, and controlled by minority group members. "Minority Group Members" are defined as Blacks, Hispanics, Asian American, American Indians, Alaskan Natives, or women regardless of race or nationality. A Small Business is defined under Small Business Administration (SBA) section 8(a) rules. Please submit a printout from the NDCOT Directory of Certified DBE's to verify DBE Status. www.ebs.nc.gov/VendorDirectory/default.html

Check the appropriate status of Proposer's business:
DBE _____ Small Business X
Neither DBE or Small Business _____

I. Vehicles

Does Proposer understand that providing its own vehicles is a necessary component of this proposal?
Yes X No _____

Attach descriptions and pictures of proposed vehicles (year, manufacturer, model, number of miles, seating capacity, ADA accessibility, etc.). Label "Proposed Vehicles."

Proposer must provide documentation that accessible vehicles are ADA compliant. These vehicles must meet all vehicle, lift or ramp, wheelchair station, lighting, signage, and any other ADA requirements specified in 49 CFR 38 (see ADA accessibility attachment).

J. Is any litigation pending against Proposer or any officer or partner of Proposer's organization?

Yes _____ No X

If yes, give details on separate sheet labeled "Pending Litigation."

K. Service References

Please tell us about (up to three) similar contracts which the Proposer organization has provided service under. Label additional pages "Service References".

Service Reference # 2021'113

Firm Name: CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES

Street: 1225 RAMSEY STREET

City, State, Zip Code: FAYETTEVILLE, NC 28301

Contact Person: ALFRED FOOTE Telephone Number: (910) 677-2412

Length of Service: from 07/01/2006 to PRESENT

Please describe the services Proposer provided to this organization by checking as many of the following as apply:

____ Fixed Route
____ Demand Response (Paratransit)
X Other (describe) PER DAILY SCHEDULE
____ Charter
____ Daily School Bus Service

Average number of miles operated per weekday: 725

Days of operation: MONDAY thru FRIDAY

Average number of vehicles operated per weekday: 5

Types of vehicles operated: LIFT/NON-LIFT VANS

Types of users (ex. general public, disabled, etc.): MEDICAL/ELDERLY/DISABLED

Please use additional sheets to provide any further information about this reference. Label "Additional information: Service Reference #___".

2. Maintenance Program

Describe how the program Proposer will follow for maintenance, inspection and cleaning of vehicles.

3. Driver Standards

Please describe Proposer's current hiring standards and training and safety programs for drivers. Additionally, please describe your current drug and alcohol policy and testing procedures (Note: Testing must comply with those of the Community Transportation Program upon execution of contract).

4. Service Description

Please provide a detailed description of how Proposer plans to provide this service. The description should demonstrate understanding of the program as detailed in this RFP. Additionally, any minimum requirements which Proposer proposed to exceed should be described. The description should include, but by no means be limited to, Proposer's plan for scheduling and dispatch, administration, management and support, use of radios or cell phones, etc.

5. Implementation and Management Plan

Describe Proposer's strategy and timeline for implementing transportation services. Describe the management structure for this contract. Emphasis should be on a timely, thorough implementation plan and the assurance of service quantity, quality, and efficiency.

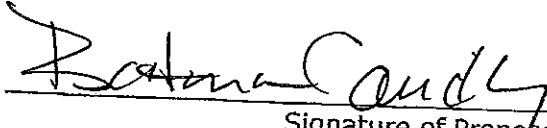
6. Safety Policy and Emergency Procedures

In this section, the Proposer should state the company policy on safety and also describe procedures for handling emergency situations.

The Proposer, B&W TRANSPORTING INCORPORATED, hereby certifies and affirms to the truthfulness and accuracy of the information provided in the above Information and Qualification Proposal Worksheets Form.

APRIL 8, 2022

Date



Signature of Proposer
BARBARA CANADY/PRESIDENT

Name and Title of Proposer

DESCRIPTION OF PROPOSER ORGANIZATION

B & W Transporting, Inc. was incorporated on July 28, 2004 and has been providing contract transportation services to various agencies in Cumberland County, North Carolina since that time.

We have served various client populations to include the elderly, handicapped and disabled. We have the training and experience to provide and meet the transportation needs and requirements of the Cumberland County Community Transportation Program and its client base.

Our goal is to provide quality, professional services to the agencies we serve.

We were certified in 2016 by the North Carolina Division Of Medical Assistance as a Non-Emergency Medical Transportation (NEMT) Provider. We had to meet the requirements of the State and Federal government as outlined in 42 CFR Part 455, Subpart E. An onsite review of operations, records, policy and procedure were part of this process.

We have provided services to the Cumberland County Department of Social Services, Medicaid Transportation Division, Work First Program and Child Protective Services for the past 15 years.

We have provided services to Life ST Joseph of the Pines to supplement transportation for their client base.

We have provided services for Carolina Collaborative Community Care. Inc., which provides medical transportation on-demand.

We have provided services to the Cumberland County Community Transportation Program, AAA General Program, which provides transportation to the three nutrition centers in Cumberland County to clients 60 years of age or older.

We have provided services to the Cumberland County Community Transportation Program, AAA Medical Program, which provides transportation to medical appointments and pharmacy trips for clients 60 years of age or older.

B&W

We have provided services to the Cumberland County Community Transportation Program, Rural General Public Transportation Program, which provides transportation for rural clients for medical, shopping, education and employment.

We have provided services to the Cumberland County Community Transportation Program, 5310 Program, which provides non-medical transportation to clients 60 years of age or older or are disabled with a doctor's verification.

We have provided services to the Cumberland County Community Transportation Program, Urban Employment Transportation Program, which provides transportation to school and work for residents who live inside or outside the urban areas of our County.

B & W Transporting has demonstrated the expertise and ability to work successfully with various client populations. We follow strict guidelines for scheduling, program implementation and compliance.

The day to day operation, management, supervision, program development and compliance is supervised by Barbara Canady, the owner. (See Organizational Chart)

B&W TRANSPORTING INC OPERATIONS

Day to day operations are supervised and managed by the owner, Barbara Canady. Scheduling, quality- control and performance assessment is an ongoing effort to insure superior participant services.

ORGANIZATIONAL STRUCTURE

BARBARA CANADY-MANAGEMENT/SUPERVISION

ALL DRIVERS/STAFF

B&W

CREDIT REFERENCES

- (1) EZ Auto-Chris Martin/Owner-3900 Bragg Blvd., Fayetteville, NC 28303 (Vehicle Purchase)
910-868-3000
- (2) Truist- 3817 Morganton Road Fayetteville, NC 28314
910-487-7500
- (3) Ed's Tire & Auto Service-Daniel Cottle/Manager-2902 Raeford Road,
Fayetteville, NC 28303 (Vehicle Repairs/Maintenance)
910-485-6145

B&W

SERVICE REFERENCES

SERVICE REFERENCE # NA

FIRM NAME: LIFE ST Joseph of the PINES

STREET: 4900 Raeford Road

CITY, STATE, ZIP CODE: Fayetteville, NC 28304

CONTACT PERSON: Robert Dickson TELEPHONE # 910-483-4911

LENGTH OF SERVICE: FROM: August 2012

SERVICES: Scheduled and Demand Response

DAYS OF OPERATION: Monday thru Friday

AVERAGE NUMBER OF VEHICLES OPERATED PER WEEKDAY: 1 or Less (As Needed)

TYPE OF VEHICLES OPERATED: Vans/Lift Vans

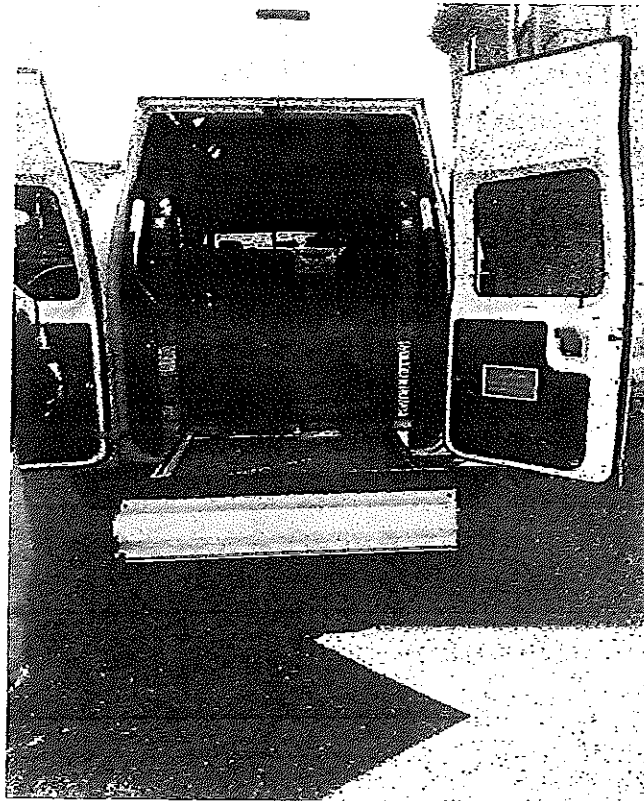
TYPE OF USERS: Medical

B&W

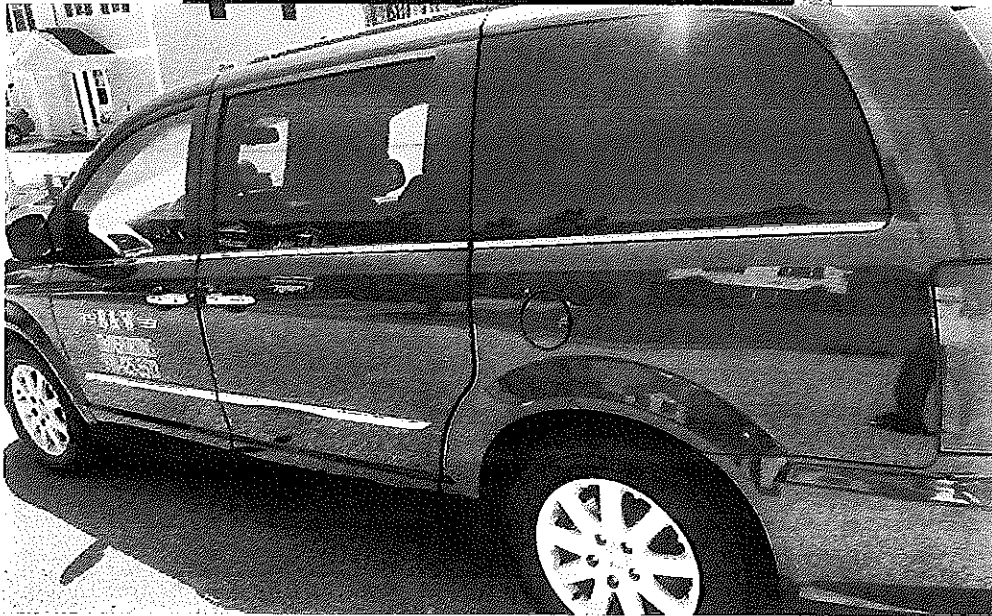
PROPOSED VEHICLES
(See Attached Photos)

(1) 2012 Chrysler Town/Country	7 PASSENGER	296,001 miles
(2) 2012 Honda Odyssey	7 PASSENGER	275,100 miles
(3) 2015 Dodge Grand Caravan	7 PASSENGER	132,038 miles
(4) 2014 Chrysler Town/Country	7 PASSENGER	169,000 miles
(5) 2011 Ford E350 ADA	9 PASSENGER.	363,090 miles
(6) 2014 Ford E350 ADA	9 PASSENGER.	276,301 miles
(7) 2014 Ford E350 ADA.	9 PASSENGER.	226,540 miles
(8) 2014 Ford E350 ADA	9 PASSENGER	243,027 miles
(9) 2009 Ford E350 ADA	9 PASSENGER	270,510 miles
(10) 2012 Dodge Grand Caravan	7 PASSENGER	200,100 miles

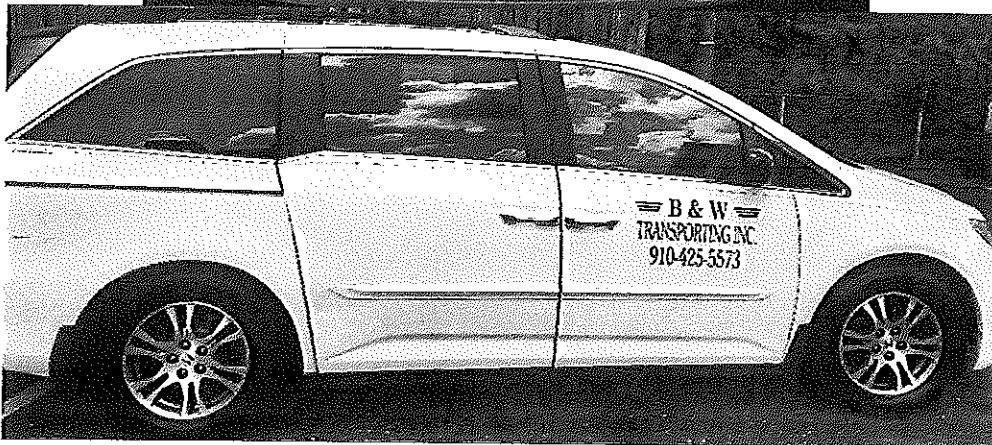
ALL WHEELCHAIR LIFT VANS ARE REAR ENTRY AS SHOWN



2012 CHRYSLER TOWN & COUNTRY



2012 HONDA ODYSSEY



2015 DODGE GRAND CARAVAN



2014 CHRYSLER TOWN & COUNTRY



2011 FORD E350/ADA



2014 FORD E350/ADA



2014 FORD E350/ADA



2014 FORD E350/ADA



2009 FORD E350/ADA



2012 DODGE GRAND CARAVAN



2. MAINTENANCE PROGRAM

B& W Transporting, Inc. maintains and adheres to the North Carolina Division of Motor Vehicles safety inspection guidelines and vehicle registration. We have a daily inspection report for each van. (See Attached Form) This report is completed at the beginning and end of each day for each vehicle and is reviewed by the owner and any issues are addressed the same day. We have spare vans to insure uninterrupted service in the event of a mechanical breakdown. All vans are also cleaned inside and out on a set schedule and we utilize the services via a service contract of a local car wash. We also have service agreements with two local auto repair shops that are available for van repair/maintenance issues at all times without appointments. All drivers are aware of their scheduled day for maintenance/repairs and clean-ups in advance.

Maintenance and service records are kept on all vehicles. Our maintenance program follows the guidelines outlined in the System Safety Program Plan utilized by the Cumberland County Community Transportation Program.

All of our vehicles are equipped with:

- (1) A fire Extinguisher meeting UL, ICC and US Coast Guard requirements
- (2) A First Aid Kit
- (3) Seat Belt Cutter
- (4) Body fluid Clean-up kit
- (5) Hand Sanitizers and Disinfectant Spray and Wipes
- (6) Red Reflector warning devices

B&W

3. DRIVER STANDARDS

A Criminal background check and NCDMV driving record are obtained on each perspective employee prior to hiring. No person will be hired if the content of the check indicates there may be questions regarding honesty, reliability, judgment, stability or integrity of the applicant. Even in the event all the above reports are fine each applicant is assessed to determine if they are suitable to handle the duties necessary to maintain and adhere to a safe efficient schedule in meeting the needs of our clients. Safety meetings pertaining to road/client safety issues are held monthly at our office.

All potential employees are also required to have a drug/alcohol screen prior to their employment. These are paid for by B&W. Drug/alcohol screens are performed randomly from that point forward. B&W has a zero tolerance for any positive screen and all employees are made aware of that upon hire.

All employees are given a copy of the Drug and Alcohol section of the Cumberland County Community Transportation's System Safety Program Plan to read, review and sign acknowledging that they have both read and understand the criteria.

All employees sign a statement of confidentiality as stipulated by the Privacy Act and HIPAA regulations regarding disclosure of client information.

All employees have a picture identification badge visible at all times and a reflective safety vest is worn at all times. They are also provided with cell phones to insure contact and communication.

Our drivers have annual training in ADA Equipment/Safety/Sensitivity, Blood-Borne Pathogens, Defensive Driving, Drug/Alcohol Training, 911 Protocols/Procedures and CPR/First Aide. All trainers meet the requirements and certifications required by the State to provide training. Driver Safety ride checks are performed upon hire and thereafter in accordance with the Cumberland County Community Transportation's System Safety Program Plan. We currently follow and will continue to follow all safety requirements outlined in the County's Safety Plan.

B&W will provide any additional training required by the Cumberland County Community Transportation Program.

B&W

B&W TRANSPORTING INC

BLOOD BORNE PATHOGEN EXPOSURE PROTOCOL

In the event there is exposure to blood/body fluids or any other potentially infectious material all drivers have been instructed to handle this in the following manner:

- (1) Notify the supervisor immediately if any potential for exposure occurs.
- (2) Do not touch any potentially infectious body fluids /materials.
- (3) Wear protective gloves in the event any such materials are on the client themselves or any of there personal items, e.g. walkers, wheelchairs, etc.
- (4) Vehicles in which exposure occurs should be cleaned and disinfected as soon as possible by the company B&W TRANSPORTING has contracted .
- (5) Each occurrence will be dealt with on an individual basis contingent upon the severity as to whether to provide transportation.

Each driver will be given the opportunity to receive a Hepatitis B Vaccine due to the nature of their job.

B&W

4. SERVICE DESCRIPTION

We are familiar with all of Cumberland County both rural and urban areas and have worked with varying client populations and fully understand the requirements outlined in the RFP.

We will coordinate services to meet the specific needs of each client be it door-to-door or curb-side assistance. Strict schedules will be adhered to regarding requirements for special needs or assistance, for pick-up times, wait times, appointment times, prompt return times and all clients will be provided with a business card with our phone number for return trip calls. All no-shows and cancellations will be reported promptly in writing to the Cumberland County Community Transportation staff.

Upon receipt of daily schedules we will coordinate transportation services based on geographical location, appointment times, destination and specific client needs. Each driver is provided a written schedule daily for the upcoming day and is reviewed by the driver with the supervisor to insure each driver fully understands their route for the next day.

All vehicles are equipped with cell phones to maintain a line of communication between the driver and office dispatch to insure on time pick-ups, prompt returns and to handle any issues that arise. We also have back-up vehicles in the event of a breakdown or emergency.

B&W

5. IMPLEMENTATION AND MANAGEMENT PLAN

B&W Transporting office is located at 2500 Raeford Road, Suite 200, Fayetteville, NC. The office is managed and supervised by the owner, Barbara Canady. All drivers report directly to Mrs. Canady regarding schedules, daily routes, changes and all other operating issues. All schedules are received and routes set- up in writing and reviewed by each driver every day for the upcoming day. All routes are scheduled to insure prompt on-time pick-up and drop- off with emphasis put on any special needs. Mapping programs and up-dated street maps are used to set-up routes when necessary. We are very fortunate to have drivers in place that are very familiar with Cumberland County and surrounding areas and have worked for B&W for several years. We are very flexible with regards to add-ons and time changes.

We will maintain accurate documentation pertaining to:

- (1) Client Names/Addresses
- (2) Date
- (3) Number of Units
- (4) Scheduled Appointment Times
- (5) Fare Logs
- (6) Cancellations
- (7) No-Shows
- (8) Any other Information required

All logs are reviewed by Mrs. Canady daily to insure all information is accurate and any special concerns are addressed promptly.

Communication is ongoing daily with the driver and the supervisor to maintain uninterrupted on- time services.

Our goal is to provide prompt, safe, efficient service to your agency.

B&W

6. SAFETY POLICY AND EMERGENCY PROCEDURES

Safety is our motto. Safe driving habits as well as safe vehicles are stressed to all drivers. We have monthly meetings of which safety is always emphasized. We have zero tolerance for unsafe driving habits and this is discussed prior to hire. We maintain a daily Driver's Inspection Report which is completed at the beginning and end of each day for each vehicle and is reviewed by the owner, Mrs. Canady and any issues are addressed the same day. Heating and air-conditioning is provided and maintained on all of our vehicles. All routes are structured to include additional time for inclement weather conditions. No smoking is permitted on any of our vehicles.

All of our drivers are trained and experienced with the proper operation of wheel chair lifts and the proper way to secure motorized and non-motorized wheel chairs/scooters.

ALL of our vehicles are equipped with:

- (1) A fire extinguisher meeting UL, ICC and US Coast Guard requirements
- (2) A first aid kit
- (3) Seat belt cutter
- (4) Body fluid clean-up kit
- (5) Hand sanitizers and disinfectant spray and wipes
- (6) Red Reflector warning devices

Drivers are instructed to call 911 in the event of an accident or medical emergency. We have a protocol in place which outlines these procedures and all of our safety policies and procedures are in accordance with the System Safety Program Plan currently utilized by the Cumberland County Community Transportation Program.

ADA COMPLIANCE

All ADA vehicles comply with the requirements specified in 49 CFR Part 38, the Americans with Disabilities Act, and Accessibility Specifications for Transportation Vehicles. All vehicles meet the lift/ramp, wheelchair station, lighting, signage and any other ADA requirements specified.

B&W

RESUME

Barbara Canady
2500 Raeford Road
Suite 200
Fayetteville, NC 28305
910-309-3819
Bjc@bandwtranspo.com

OBJECTIVE

My goal is to provide superior professional transportation services to the agencies and clients I serve.

QUALIFICATIONS

I have a proven track record in business development and management with emphasis the past sixteen years in the establishment, implementation and supervision of B&W Transporting, Inc. I also owned and operated a commercial construction business for ten years, which specialized in multi-million dollar private and government contracts. These projects included the Commissary/Exchange, Fort Bragg, NC, the Westin Hotel, Charlotte, NC, Ripley's Sea Aquarium, Myrtle Beach, SC and many others. I also have expertise in the human service field and was the executive director for a community based program for the NC Administrative Office of the Courts. I feel my expertise in transportation, business and human service management would be an asset to achieving the goals and objectives of your agency.

EXERPIENCE

B&W Transporting, Inc.
PO Box 40404
Fayetteville, NC 28309

FROM: July, 2004 - Present

JOB TITLE: Owner/President

RESPONSIBILITIES: Have established and managed a successful contract transportation business which strives to maintain both a standard of excellence in service and client needs. I provide day to day management, supervision and program development and work directly with the agencies I contract with.

BJ Canady Drywall, Inc.
191 Kensington Street
Lumberton, NC 28358

FROM: June, 1993 - 2004

JOB TITLE: Owner/President

RESPONSIBILITIES: Established and managed a very dynamic commercial construction business specializing in wall systems. Other duties included bid preparation, supervision of personnel and meeting all local, state and federal compliance requirements.

EDUCATION

UNC - Wilmington, Wilmington, NC -Business Administration
1978-1979

UNC - Wilmington, Wilmington, NC - Bachelors RN Program
1983

SKILLS

I have expertise in transportation, business development and management from inception to operation. Expertise in grantsmanship and have written successful grants for various non-profit agencies, which include US Department of Health and Human Services and US Department of Children, Youth and Families Division. I have a strong background in human service with emphasis in the criminal justice system and social service arenas.

References Available Upon Request

**NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDLSI/DRIVING RECORD CHECK**

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: RIVERA LUZ DIAZ

ADDRESS: 142 SNOW HILL CHURCH RD

CITY: FAYETTEVILLE **STATE:** NC **ZIP:** 283068486 **TOTAL POINTS:** 0

DOB: 03-13-1955 **HEIGHT:** 5 FT. 09 IN. **SEX:** F **EYES:** BRO **HAIR:** BRO **RACE:** O **REAL ID:** N

PRIMARY LICENSE NO: 2804202

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 02-03-1986 **OS DL NO:** OS **STATE:**

*** DRIVER LICENSE STATUS:CLS C ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
C		R	02-09-2015	03-13-2023	N	N	N	N	N	ACTIVE

ENDORSEMENTS: RESTRICTIONS: 1 - CORRECTIVE LENSES

CRD TRANS: 0012617849

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
01-16-2013	02-26-2013	CONV: (227)SAFE MOVEMENT VIOLATION COURT: HARNETT COUNTY COURT, NC COURT: AOC #: 2013IF 700269 CITATION ID: 03F83709 ACDNT: HARNETT COUNTY, NC ACDNT: CASE ID:103654664	2
01-16-2013		REN ISS: CLS C EN: RSTR:1 CORRECTIVE LENSES	
01-31-2005	03-13-2010	REN ISS: CLS C EN: RSTR:1 CORRECTIVE LENSES	
08-17-2002		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:100688045	
02-10-2000	03-13-2005	REN ISS: CLS C EN: RSTR:1 CORRECTIVE LENSES	
07-10-1997	03-13-2000	DUP ISS: CLS C EN: RSTR:0 NONE	
12-13-1996	03-13-2000	DUP ISS: CLS C EN: RSTR:0 NONE	
05-30-1996	03-13-2000	ORG ISS: CLS C EN: RSTR:0 NONE	
09-13-1995	03-13-2000	REN ISS: ID EN:	
08-16-1995	03-13-2000	ORG ISS: ID EN:	
10-12-1992	05-30-1996	SUSP: FAILURE TO APPEAR STATUTE: 20-24.1	
05-30-1992	08-05-1992	CONV: (634)FAIL TO APPEAR COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 000002804202-UNK CITATION ID: C2969113	
05-30-1992	05-30-1996	CONV: (313)SPEEDING (46 MPH IN A 35) COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 92IF 009756 CITATION ID: C2969113	2
07-26-1991	03-13-1995	ORG ISS: CLS C EN:	
12-19-1987	11-18-1988	SUSP: FAILURE TO APPEAR STATUTE: 20-24.1	
07-27-1987	09-24-1987	CONV: (634)FAIL TO APPEAR COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 000002804202-UNK CITATION ID: C0616360	
07-27-1987	11-18-1988	CONV: (233)VIOLATION MOTOR VEHICLE LAW COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 000002804202-UNK CITATION ID: C0616360	

02-03-1986	03-13-1988	DUP ISS: CLS C	EN:	
07-31-1983	10-18-1983	CONV: (302)DRIVING NO OPERATOR LICENSE		3
		COURT: HARNETT COUNTY COURT, NC		
		COURT: AOC #: 000002804202-UNK	CITATION ID: 05468425	
1-05-1982		ACDNT: CUMBERLAND COUNTY, NC		
		ACDNT: CASE ID:000001943		
12-19-1981	02-22-1982	CONV: (306)FAIL TO YIELD RIGHT OF WAY		3
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 000002804202-UNK	CITATION ID: 00000000	
03-20-1980	04-19-1980	SUSP: SPEED OVER 55 & EXCEED LIMIT > 15		
		STATUTE: 20-16.1(c)		
09-10-1979	02-15-1980	CONV: (313)SPEEDING (76 MPH IN A 55)		
		COURT: NASH COUNTY COURT, NC		
		COURT: AOC #: 000002804202-UNK	CITATION ID: 00000000	
12-28-1972	01-27-1973	SUSP: PROVISIONAL LICENSEE 2 VIOLATIONS IN 12 MONTHS		
		STATUTE: 20-13		
11-19-1972	12-04-1972	CONV: (409)ILLEGAL PASSING		4
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 000002804202-UNK	CITATION ID: 00000000	
10-15-1972	10-19-1972	CONV: (313)SPEEDING (70 MPH IN A 55)		3
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 000002804202-UNK	CITATION ID: 00000000	

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

ACCIDENTS

ACCIDENT DATA TO REPORT

ACCIDENTS NOTED ON THIS DOCUMENT SHALL NOT BE
CONSIDERED DETERMINATIVE OF FAULT OR NEGLIGENCE
ON THE PART OF THE INDIVIDUAL

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* * END OF DRIVING RECORD * *

**NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDLSI/DRIVING RECORD CHECK**

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: JENKINS VARICK EUGENE

ADDRESS: 1022 AUGUSTA DR

CITY: FAYETTEVILLE **STATE:** NC **ZIP:** 283055504 **TOTAL POINTS:** 0

DOB: 09-15-1962 **HEIGHT:** 5 FT. 11 IN. **SEX:** M **EYES:** BRO **HAIR:** BLK **RACE:** B **REAL ID:** N

PRIMARY LICENSE NO: 1689687

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 07-17-1979 **OS DL NO:** **OS STATE:**

*** DRIVER LICENSE STATUS:CLS C ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
C		R	09-15-2015	09-15-2023	N	N	N	N	N	ACTIVE

ENDORSEMENTS: **RESTRICTIONS:** 0 - NONE

CRD TRNS: 0014409173

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
08-31-2021		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:106740527	
06-17-2020		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:106254412	
09-12-2007	09-15-2015	REN ISS: CLS C EN: RSTR:0 NONE	
09-06-2002	09-15-2007	REN ISS: CLS C EN: RSTR:0 NONE	
-05-2000	09-15-2002	DUP ISS: CLS C EN: RSTR:0 NONE	
07-30-2000		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:100149275	
06-07-1996		ACDNT: FORSYTH COUNTY, NC ACDNT: CASE ID:000106971	PERS INJ
04-22-1996	06-03-1996	CONV: (313)SPEEDING (64 MPH IN A 55) COURT: YADKIN COUNTY COURT, NC COURT: AOC #: 96CR 001344 CITATION ID: 06916389	3
10-09-1995	09-15-2002	REN ISS: CLS C EN: RSTR:0 NONE	
02-18-1992	09-15-1995	REN ISS: CLS C EN:	
08-19-1989	09-20-1989	CONV: (227)SAFE MOVEMENT VIOLATION COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 000001689687-UNK CITATION ID: 01766773	2
08-19-1989		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:000127104	
08-07-1987	09-15-1991	REN ISS: CLS C EN:	
07-17-1979	09-15-1983	ORG ISS: CLS C EN:	

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

CIDENTS

NO ACCIDENT DATA TO REPORT

**ACCIDENTS NOTED ON THIS DOCUMENT SHALL NOT BE
CONSIDERED DETERMINATIVE OF FAULT OR NEGLIGENCE**

ON THE PART OF THE INDIVIDUAL

**

* * END OF DRIVING RECORD * *

**NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDLSI/DRIVING RECORD CHECK**

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: MCDONALD RUBIN CLARK JR

ADDRESS: 406 VARDAMAN CT

CITY: HOPE MILLS **STATE:** NC **ZIP:** 283489622 **TOTAL POINTS:** 0

DOB: 02-08-1963 **HEIGHT:** 5 FT. 11 IN. **SEX:** M **EYES:** BLK **HAIR:** BLK **RACE:** B **REAL ID:** N

PRIMARY LICENSE NO: 6252538

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 10-24-1983 **OS DL NO:** **OS STATE:**

*** DRIVER LICENSE STATUS:CLS C ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
C		R	02-02-2016	02-08-2024	N	N	N	N	N	ACTIVE
ENDORSEMENTS:			RESTRICTIONS: 0 - NONE							

CRD TRNS: 0015456694

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
11-01-2013		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:103895113	PERS INJ
05-11-2011	02-08-2016	DUP ISS: CLS C EN: RSTR:0 NONE	
12-02-2009		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:102756391	PERS INJ
08-28-2009	02-26-2010	CONV: (202)IMPROPER EQUIPMENT - SPEEDOMETER COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2009IF 709668 CITATION ID: 0488E814	
02-08-2008	02-08-2016	REN ISS: CLS C EN: RSTR:0 NONE	
02-16-2004	02-08-2008	DUP ISS: CLS C EN: RSTR:0 NONE	
02-03-2003	02-08-2008	REN ISS: CLS C EN: RSTR:0 NONE	
05-31-2001	02-08-2003	DUP ISS: CLS C EN: RSTR:0 NONE	
08-20-1999	02-08-2003	DUP ISS: CLS C EN: RSTR:0 NONE	
08-15-1997	02-08-2003	DUP ISS: CLS C EN: RSTR:0 NONE	
04-21-1997		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:000074070	PERS INJ
06-30-1995	02-08-2003	DUP ISS: CLS C EN: RSTR:0 NONE	
05-09-1995	06-01-1995	CONV: (311)STOP SIGN VIOLATION COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 95CR 021314 CITATION ID: C5757882	3
05-09-1995	06-01-1995	CONV: (231)FAIL TO DISPLAY LICENSE COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 95CR 021314 CITATION ID: C5757882	
02-07-1995	02-08-2003	REN ISS: CLS C EN: RSTR:0 NONE	
02-08-1991	02-08-1995	REN ISS: CLS C EN:	
05-1987	02-08-1991	REN ISS: CLS C EN:	
10-24-1983	02-08-1987	ORG ISS: CLS C EN:	
12-21-1982	06-21-1984	ORG ISS: CLS C PRMT EN: RSTR:10 ACCOMPANIED BY DRIVER LICENSED	

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

ACCIDENTS

NO ACCIDENT DATA TO REPORT

**ACCIDENTS NOTED ON THIS DOCUMENT SHALL NOT BE
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*** * END OF DRIVING RECORD * ***

**NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDLS1/DRIVING RECORD CHECK**

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: LILLY SHAWNTISHA MONAY

ADDRESS: 813 MEDLO RD

CITY: FAYETTEVILLE **STATE:** NC **ZIP:** 283032526 **TOTAL POINTS:** 0

DOB: 05-29-1984 **HEIGHT:** 5 FT. 04 IN. **SEX:** F **EYES:** BRO **HAIR:** BLK **RACE:** B **REAL ID:** N

PRIMARY LICENSE NO: 29168372

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 04-28-2003 **OS DL NO:** OS **STATE:**

*** DRIVER LICENSE STATUS:CLS C ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
C		D	11-17-2017	05-29-2025	N	N	N	N	N	ACTIVE

ENDORSEMENTS: RESTRICTIONS: 0 - NONE

CRD TRNS: 0020555390

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
01-30-2019		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:105769314	PERS INJ
06-07-2017		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:105388151	
06-01-2017	05-29-2025	REN ISS: CLS C EN: RSTR:0 NONE	
12-05-2012	05-29-2017	DUP ISS: CLS C EN: RSTR:0 NONE	
05-27-2011	05-29-2017	DUP ISS: CLS C EN: RSTR:0 NONE	
01-18-2011	01-18-2011	SUSP: FAILURE TO PAY FINE STATUTE: 20-24.1	
12-29-2009	11-18-2010	CONV: (635)FAIL TO PAY COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2010CR 700251 CITATION ID: 0951E068	
02-02-2010	05-29-2017	DUP ISS: CLS C EN: RSTR:0 NONE	
02-01-2010	02-02-2010	SUSP: FAILURE TO APPEAR STATUTE: 20-24.1	
10-06-2009	12-02-2009	CONV: (634)FAIL TO APPEAR COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2009IF 005369 CITATION ID: 05808797	
12-29-2009	09-29-2010	CONV: (202)IMPROPER EQUIPMENT - SPEEDOMETER COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2010CR 700251 CITATION ID: 0951E068	
05-29-2009	05-29-2017	REN ISS: CLS C EN: RSTR:0 NONE	
03-10-2009	03-11-2009	SUSP: FAILURE TO APPEAR STATUTE: 20-24.1	
11-09-2008	01-08-2009	CONV: (634)FAIL TO APPEAR COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2008CR 720256 CITATION ID: 509E9063	
03-10-2009	03-11-2009	SUSP: FAILURE TO APPEAR STATUTE: 20-24.1	
1-09-2008	01-08-2009	CONV: (634)FAIL TO APPEAR COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2008CR 720256 CITATION ID: 509E9063	
10-13-2003	05-29-2009	DUP ISS: CLS C EN:	

04-28-2003	05-29-2009	ORG ISS: CLS C	RSTR:0	NONE
			EN:	
04-16-2003	05-29-2009	REN ISS: ID	RSTR:0	NONE
			EN:	
-08-2001	05-29-2004	ORG ISS: ID	EN:	

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

ACCIDENTS

NO ACCIDENT DATA TO REPORT

**ACCIDENTS NOTED ON THIS DOCUMENT SHALL NOT BE
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ON THE PART OF THE INDIVIDUAL**

*** * END OF DRIVING RECORD * ***

**NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDLSI/DRIVING RECORD CHECK**

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: FORD RICHARD CORNELIUS

ADDRESS: 208 EASTWOOD AVE

CITY: FAYETTEVILLE **STATE:** NC **ZIP:** 283013315 **TOTAL POINTS:** 0

DOB: 09-03-1967 **HEIGHT:** 5 FT. 07 IN. **SEX:** M **EYES:** BRO **HAIR:** BLD **RACE:** B **REAL ID:** N

PRIMARY LICENSE NO: 1950299

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 04-03-1985 **OS DL NO:** OS **STATE:**

*** DRIVER LICENSE STATUS:CDL A ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
A		R	10-12-2020	09-03-2025	Y	N	N	N	N	ACTIVE
ENDORSEMENTS:			RESTRICTIONS: 0 - NONE							

CRD TRNS: 0028405658

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
A		D	10-20-2016	09-03-2020	Y	N	N	N	N	EXPIRED
ENDORSEMENTS:			RESTRICTIONS: 0 - NONE							

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
A		R	08-28-2015	09-03-2020	Y	N	N	N	N	EXPIRED
ENDORSEMENTS:			RESTRICTIONS: 0 - NONE							

CUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
		MED CERTIFICATION STATUS : EXEMPT	
		MED CERTIFICATION DRV TYPE : EXCEPTED INTERSTATE	
		MED CERTIFICATE ISSUED : 06-19-20 EXPIRES : 06-19-21	
		MED CERTIFICATION RESTRICTIONS : NONE	
		ME NAME : ASANTE,DONALD	
		ME STATE : NC ME LICENSE : 200901405	
		ME SPECIALITY : MD ME TEL NUMBER : 910-221-3030	
		ME NATIONAL REGISTRY NUMBER: 3996451330	
		END MEDICAL CERTIFICATION INFORMATION	
10-20-2016	09-03-2020	DUP ISS: CLS A CDL EN: RSTR:0 NONE	
08-28-2015	09-03-2020	REN ISS: CLS A CDL EN: RSTR:0 NONE	
08-17-2012	09-03-2015	DUP ISS: CLS A CDL EN: RSTR:0 NONE	
07-18-2011		ACDNT: CUMBERLAND COUNTY, NC CMV ACDNT: CASE ID:103215641	PERS INJ
07-03-2009	01-14-2010	CONV: (313)SPEEDING (44 MPH IN A 35) COURT: CUMBERLAND COUNTY COURT, NC	2
		COURT: AOC #: 2009CR 008993 CITATION ID: C0032649	
09-07-2007	09-03-2015	REN ISS: CLS A CDL EN: RSTR:0 NONE	
09-01-2006	09-03-2007	DUP ISS: CLS A CDL EN: RSTR:0 NONE	
-19-2002	09-03-2007	ORG ISS: CLS A CDL EN: RSTR:0 NONE	
06-12-2002	12-12-2002	ORG ISS: CLS A CDL PRMT EN: RSTR:10 ACCOMPANIED BY DRIVER LICENSED	

05-11-2001	09-03-2007	DUP ISS: CLS B CDL	EN:	
			RSTR:0	NONE
02-26-2001	05-04-2001	SUSP: FAILURE TO APPEAR		
		STATUTE: 20-24.1		
-24-2000	12-27-2000	CONV: (634)FAIL TO APPEAR		
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 00CR 020283	CITATION ID: C0295000	
10-13-2000	09-03-2007	DUP ISS: CLS B CDL	EN:	
			RSTR:0	NONE
07-09-2000	10-06-2000	SUSP: FAILURE TO APPEAR		
		STATUTE: 20-24.1		
02-27-2000	05-09-2000	CONV: (634)FAIL TO APPEAR		
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 00IF 002938	CITATION ID: C0087877	
02-27-2000	10-06-2000	CONV: (313)SPEEDING (50 MPH IN A 35)		2
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 00IF 002938	CITATION ID: C0087877	
03-22-1999	09-03-2007	ORG ISS: CLS B CDL	EN:	
			RSTR:0	NONE
03-10-1999	09-10-1999	ORG ISS: CLS B CDL PRMT	EN:	
			RSTR:0	NONE
09-10-1996	09-03-2002	REN ISS: CLS C	EN:	
			RSTR:0	NONE
04-23-1992	09-03-1996	ORG ISS: CLS C	EN:	
04-10-1990	04-10-1992	SUSP: 2ND MOVING VIOLATION WHILE LICENSE SUSPENDED		
		STATUTE: 20-28.1		
09-02-1989	10-23-1990	SUSP: FAILURE TO DEPOSIT SECURITY		
		STATUTE: 20-279.5		
05-22-1989	07-19-1989	CONV: (402)FOLLOWING TOO CLOSE		4
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 000001950299-UNK	CITATION ID: C1632073	
05-22-1989		ACDNT: CUMBERLAND COUNTY, NC		
		ACDNT: CASE ID:000078177		
04-10-1989	04-10-1990	SUSP: 1ST MOVING VIOLATION WHILE LICENSE SUSPENDED		
		STATUTE: 20-28.1		
03-30-1989	04-10-1989	CONV: (311)STOP SIGN VIOLATION		3
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 000001950299-UNK	CITATION ID: C1632904	
06-26-1987	09-12-1991	SUSP: FAILURE TO APPEAR		
		STATUTE: 20-24.1		
02-13-1987	04-13-1987	CONV: (634)FAIL TO APPEAR		
		COURT: HOKE COUNTY COURT, NC		
		COURT: AOC #: 000001950299-UNK	CITATION ID: C0031780	
06-26-1987	09-12-1991	SUSP: FAILURE TO APPEAR		
		STATUTE: 20-24.1		
02-13-1987	04-13-1987	CONV: (634)FAIL TO APPEAR		
		COURT: HOKE COUNTY COURT, NC		
		COURT: AOC #: 000001950299-UNK	CITATION ID: C0031780	
02-13-1987	11-19-1987	CONV: (401)DRIVING WRONG SIDE OF ROAD		4
		COURT: HOKE COUNTY COURT, NC		
		COURT: AOC #: 000001950299-UNK	CITATION ID: C0031780	
02-13-1987	09-12-1991	CONV: (401)DRIVING WRONG SIDE OF ROAD		4
		COURT: HOKE COUNTY COURT, NC		
		COURT: AOC #: 000001950299-UNK	CITATION ID: C0031780	
04-03-1985	09-03-1989	ORG ISS: CLS C	EN:	

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

ACCIDENTS

NO ACCIDENT DATA TO REPORT

**ACCIDENTS NOTED ON THIS DOCUMENT SHALL NOT BE
CONSIDERED DETERMINATIVE OF FAULT OR NEGLIGENCE
ON THE PART OF THE INDIVIDUAL**

*** * END OF DRIVING RECORD * ***



EMERGENCY CARE & SAFETY INSTITUTE

Certificate of Completion

The Education Center, below, verifies that

Luz Rivera

has successfully completed the knowledge and skill evaluations for the
Emergency Care & Safety Institute Course.

Adult CPR & AED / Standard First Aid

March 01, 2020

March 01, 2022

UB60YUEMJNQ

Course Name

Best Emergency Services Training

Course Completion Date

910-850-1828

Recommended Renewal Date

Larry Smith

Student Authorization Number

OLW0E95SZUJG

Education Center

larrysmith@bestnc.com

Education Center Phone Number

Instructor Name

Instructor ID Number

This certificate does not guarantee any future performance or suggest any form of licensure. Skills deteriorate rapidly when not used. Periodic retraining is strongly recommended.

Education Center Email

Cut along the dotted line at the bottom of the certificate and along the dotted lines around the course completion card. Fold the card in half.



Course: Adult CPR & AED / Standard First Aid

Name: Luz Rivera

The Education Center verifies that the above has successfully completed the knowledge and skill evaluations for the
Emergency Care & Safety Institute Course.

March 01, 2020

March 01, 2022

Course Completion Date

Recommended Renewal Date

Student Authorization #: UB60YUEMJNQ
Education Center: Best Emergency Services Training
Education Center Email: larrysmith@bestnc.com
Education Center Phone #: 910-850-1828
Instructor Name: Larry Smith
Instructor ID #: OLW0E95SZUJG

This card is not valid unless it is signed by the instructor. It is not valid if it is signed by anyone other than the instructor. It is not valid if it is signed by anyone other than the instructor. It is not valid if it is signed by anyone other than the instructor.

Best Practice (2007) 7-10-2012



EMERGENCY CARE & SAFETY INSTITUTE

Certificate of Completion

The Education Center, below, verifies that
Rubin Mcdonald
 has successfully completed the knowledge and skill evaluations for the
Emergency Care & Safety Institute Course.

Adult CPR & AED / Standard First Aid

March 01, 2020

March 01, 2022

XX1QOVOT637A

Course Name
 Best Emergency Services Training

Education Center
 larrysmith@bestinc.com

Education Center Email

Course Completion Date
 910-850-1828

Education Center Phone Number

Recommended Renewal Date
 Larry Smith

Instructor Name

Student Authorization Number
 0LW0E95SZUVG

Instructor ID Number

This certificate does not guarantee any future performance or suggest any form of licensure. Skills deteriorate rapidly when not used. Periodic retraining is strongly recommended.

Cut along the dotted line at the bottom of the certificate and along the dotted lines around the course completion card. Fold the card in half.

Course: Adult CPR & AED / Standard First Aid

Name: Rubin Mcdonald

Student Authorization #: XX1QOVOT637A
Education Center: Best Emergency Services Training
Education Center Email: larrysmith@bestinc.com
Education Center Phone #: 910-850-1828
Instructor Name: Larry Smith
Instructor ID #: 0LW0E95SZUVG

The Education Center verifies that the above has successfully completed the knowledge and skill evaluations for the
Emergency Care & Safety Institute Course.
 March 01, 2020 March 01, 2022

Course Completion Date **Recommended Renewal Date**

The ECRI logo is a registered trademark of the International Commission on Accredited Training (ICAT) and is used herein under license. The AAOS logo is a registered trademark of the American Association of Orthopaedic Surgeons (AAOS) and is used herein under license. The ECRI logo is a registered trademark of the International Commission on Accredited Training (ICAT) and is used herein under license. The AAOS logo is a registered trademark of the American Association of Orthopaedic Surgeons (AAOS) and is used herein under license.

Best Emergency Services Training
 800-771-0000



EMERGENCY CARE & SAFETY INSTITUTE

Certificate of Completion

The Education Center, below, verifies that
Shawntisha Lilly

has successfully completed the knowledge and skill evaluations for the
Emergency Care & Safety Institute Course.

Adult, Child, Infant CPR & AED / Standard
First Aid

Course Name

Best Emergency Services Training

Education Center

larrysmith@bestinc.com

Education Center Email

April 13, 2019

Course Completion Date

910-850-1828

Education Center Phone Number

April 13, 2021

Recommended Renewal Date

Larry Smith

Instructor Name

ENKX5NP5FWAO

Student Authorization Number

OLW0E9S5ZUUG

Instructor ID Number

This certificate does not guarantee any future performance or suggest any form of licensure. Skills deteriorate rapidly when not used. Periodic retraining is strongly recommended.

8 Cut along the dotted line at the bottom of
the certificate and along the dotted lines around
the course completion card. Fold the card in half.



Course: Adult, Child, Infant CPR & AED / Standard First Aid

Name: Shawntisha Lilly

The Education Center verifies that the above has successfully
completed the knowledge and skill evaluations for the
Emergency Care & Safety Institute Course.

April 13, 2019

April 13, 2021

Course Completion Date

Recommended Renewal Date

Student Authorization #: ENKX5NP5FWAO

Education Center: Best Emergency Services Training

Education Center Email: larrysmith@bestinc.com

Education Center Phone #: 910-850-1828

Instructor Name: Larry Smith

Instructor ID #: OLW0E9S5ZUUG

This certificate is not valid unless the student has successfully completed the course and the instructor has signed the certificate.

To verify the student's status, contact the Education Center.

For more information, contact the Education Center.

Course Completion Card / Certificate



EMERGENCY CARE & SAFETY INSTITUTE

Certificate of Completion

The Education Center, below, verifies that

Varick Jenkins

has successfully completed the knowledge and skill evaluations for the
Emergency Care & Safety Institute Course.

Adult, Child, Infant CPR & AED / Standard
First Aid

Course Name

Best Emergency Services Training

Education Center

larrysmith@bestinc.com

Education Center Email

April 13, 2019

Course Completion Date

910-850-1828

Education Center Phone Number

April 13, 2021

Recommended Renewal Date

Larry Smith

Instructor Name

5CGV5ADVCBNO

Student Authorization Number

0LW0E95SZUVG

Instructor ID Number

This certificate does not guarantee any future performance or suggest any form of licensure. Skills deteriorate rapidly when not used. Periodic retraining is strongly recommended.



Course: Adult, Child, Infant CPR & AED / Standard First Aid

Name: Varick Jenkins

The Education Center verifies that the above has successfully
completed the knowledge and skill evaluations for the
Emergency Care & Safety Institute Course.

April 13, 2019

April 13, 2021

Course Completion Date

Recommended Renewal Date

Student Authorization #: 5CGV5ADVCBNO

Education Center: Best Emergency Services Training

Education Center Email: larrysmith@bestinc.com

Education Center Phone #: 910-850-1828

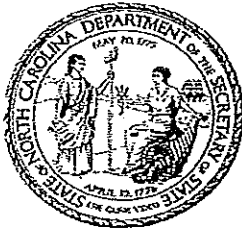
Instructor Name: Larry Smith

Instructor ID #: 0LW0E95SZUVG

This certificate is valid for one year from the date of completion. It is not valid for licensure purposes. Skills deteriorate rapidly when not used. Periodic retraining is strongly recommended.

Emergency Care & Safety Institute
1800 Zephyrus Drive, Suite 100
Charlotte, NC 28211
Phone: 910-850-1828
Fax: 910-850-1829
Email: info@bestinc.com
Website: www.bestinc.com

Cut along the dotted line at the bottom of the certificate and along the dotted lines around the course completion card. Fold the card in half.



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

B & W TRANSPORTING, INCORPORATED

the original of which was filed in this office on the 28th day of July, 2004.



IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal at the
City of Raleigh, this 28th day of July, 2004

Elaine F. Marshall

Secretary of State

STATE OF NORTH CAROLINA
DEPARTMENT OF THE SECRETARY OF STATE
ARTICLES OF INCORPORATION

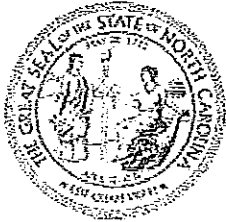
Pursuant to § 55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation is **B & W Transporting, Incorporated.**
2. The number of shares the corporation is authorized to issue is 10,000. These shares shall be all of one class, designated as common stock.
3. The street address and county of the initial registered office of the corporation is 191 Kensington Street, Lumberton, Robeson County, North Carolina 28358.
4. The mailing address of the initial registered office is 191 Kensington Street, Lumberton, Robeson County, North Carolina 28358.
5. The name of the initial registered agent is Barbara Jean Canady.
6. The street address of the principal office of the corporation is 191 Kensington Street, Lumberton, Robeson County, North Carolina 28358.
7. The mailing address of the principal office of the corporation is 191 Kensington Street, Lumberton, Robeson County, North Carolina 28358.
8. The name and address of the incorporator is as follows:

Barbara Jean Canady
191 Kensington Street
Lumberton, North Carolina 28358
9. The articles will be effective upon filing.

This July 26, 2004.


Barbara Jean Canady, Incorporator



North Carolina
Department of Administration
Office for Historically Underutilized Businesses

Machelle Sanders
Secretary

Tammie Hall
Director

May 7, 2019

Barbara Canady
b and w transporting ,inc (Minority Owned)
Po Box 40404
Fayetteville, NC 28309

Dear Barbara Canady:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at <http://www.doa.nc.gov/hub/documents/ThirdpartyEligibilityChallengerrev080811.pdf>. All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at <http://www.doa.nc.gov/hub/programs.aspx?pid=swuc> to locate the local office near you. Another great resource is the Small Business and Technology Development Center at www.sbtcd.org for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program. We are committed to assisting you through the process with the completion of the Preliminary Business Development and Supportive Services Assessment Survey, located on the HUB Office website under the Certification Tab. The information will provide an overview of your company which will assist us in appropriately aligning contract opportunities that you are ready, willing and able to pursue.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

Tammie Hall

Tammie Hall
Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wade S Dunbar Agency, Inc P O Drawer 3621 800 Atkinson St Laurinburg NC 28353	CONTACT NAME: G G McArthur PHONE (A/C, No, Ext): (910) 610-2340 E-MAIL ADDRESS: gg@wsdunbar.com FAX (A/C, No): (910) 277-3590
INSURED B & W Transporting, Inc. P.O. Box 40404 Fayetteville NC 28309-0404	INSURER(S) AFFORDING COVERAGE INSURER A: James River Insurance Company INSURER B: Nationwide Mutual INSURER C: Carolina Mutual Insurance INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 22-23 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			00018825114	08/21/2021	08/21/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ excluded
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						\$
L	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA 00000066403C	08/05/2021	08/05/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC21010-2022	02/25/2022	02/25/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Coverage includes Sexual or Physical Abuse at \$100,000 per occurrence/\$300,000 Aggregate

CERTIFICATE HOLDER**CANCELLATION**

FYI Only Contact Agency for Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

BUSINESS REFERENCES

(1) Cumberland County Department of Social Services

1225 Ramsey Street
Fayetteville, NC 28301
910-677-2412
Alfred Foote
Transportation Supervisor

(2) Life St Joseph of the Pines

4900 Raeford Road
Fayetteville, NC 28304
910-429-7200
Robert Dickson
Executive Director

(3) Easter Seals UCP Dorothy Spainhour Center

223 Hull Road
Fayetteville, NC 28303
910-483-7238
Erica Little
Director

(4) Carolina Collaborative Community Care, Inc

225 Green Street
Suite 1006
Fayetteville, NC 28301
910-485-1250
Lori Clark
Manager Chronic Care Unit

B&W

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

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

B&W TRANSPORTING INCORPORATED

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The Contractor, **B&W TRANSPORTING INCORPORATED**, 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

4/13/22

Barbara Canady
Signature of Contractor's Authorized Official
BARBARA CANADY/PRESIDENT

Name and Title of Contractor's Authorized Official

Subscribed and sworn to before me this 13 day of April, 2022, in the State of N.C.;

and the County of Cumberland

Notary Public

Eva Mae Riedinger

My Appointment Expires 02/20/2024

Eva Mae Riedinger
Notary Public
Cumberland County
North Carolina

ATTACHMENT B

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

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

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

The lower tier participant (Bidder/Contractor), B&W TRANSPORTING INCORPORATED, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE PJ

TITLE PRESIDENT

COMPANY B&W TRANSPORTING INCORPORATED

DATE 4/13/22

State of N.C.

County of Cumberland

Subscribed and sworn to before me this 13 day of April, 2022.

Eva Mae Riedinger
Notary Public
Cumberland County
North Carolina

Notary Public Eva Mae Riedinger

My Appointment Expires 02/20/2026

ATTACHMENT C

CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE 4/13/22

SIGNATURE [Signature]

TITLE PRESIDENT

COMPANY B&W TRANSPORTING INCORPORATED

State of N.C.

County of Cumberland

Subscribed and sworn to before me this 13 day of April, 2022

Eva Mae Riedinger
Notary Public
Cumberland County
North Carolina

Notary Public Eva Mae Riedinger

My Appointment Expires 02/26/2026

ATTACHMENT E

STATE OF NORTH CAROLINA
COUNTY OF Cumberland

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES (Must be completed and submitted for all bids/quotes requiring service)

I, BARBARA CANADY (hereinafter the "Affiant"), duly authorized by and on behalf of
B&W TRANSPORTING INCORPORATED (hereinafter the "Employer") after being first duly sworn deposes
and says as follows:

1. I am the PRESIDENT (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 13 day of April, 2022.

[Signature]
Signature of Affiant
BARBARA CANADY/PRESIDENT
Printed Name and Title

State of N.C.

County of Cumberland

Subscribed and sworn to before me this 13 day of April, 2022

(SEAL)

Eva Mae Riedinger
Notary Public
Cumberland County
North Carolina

Notary Public

Eva Mae Rf

My Appointment Expires

02/20/2026

STATE OF NORTH CAROLINA
COUNTY OF Cumberland

ATTACHMENT F

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

The agency shall include the certification in the procurement record.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

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

[Signature]
Contractor Signature

BARBARA CANADY

Printed Name

4/13/22
Date

PRESIDENT

Title

State of N.C.

County of Cumberland

Subscribed and sworn to before me this 13 day of April, 2022

Notary Public Eva Mae Riedinger

Eva Mae Riedinger
Notary Public
Cumberland County
North Carolina

My Appointment Expires 02/20/2026

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e.g. 1606N020Q02

"debarred vendors"

"B&W TRANSPORTING INCORPORATED"

Federal Organizations


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The following is a list from the North Carolina Department of Administration of debarred vendors. Per Jeff Gates with contract and procurement there is no longer a search tool for individual vendors. This is the tool used for verification.

B&W

NC Debarred Vendors

Associated Files


Debarred Vendors 06.01.2021.docx

 (https://files.nc.gov/ncdoa/pandc/Debarment/Debarred_Vendors_06.01.2021.docx)

DOC • 77.91 KB

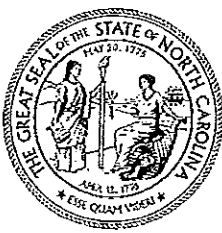
Download (https://files.nc.gov/ncdoa/pandc/Debarment/Debarred_Vendors_06.01.2021.docx)

Debarred Vendors 06.01.2021.csv

 (https://files.nc.gov/ncdoa/pandc/Debarment/Debarred_Vendors_06.01.2021.csv)

TEXT • 16.74 KB

Download (https://files.nc.gov/ncdoa/pandc/Debarment/Debarred_Vendors_06.01.2021.csv)



North Carolina
Department of Administration
Division of Purchase & Contract

Pamela Cashwell
Secretary

David O'Neal
State Purchasing Officer

Vendor Name	City, State	Effective Date	Debarment Reason
1800Bunkbed	Kernersville, NC	9/14/2016	NC E-Procurement Fee Default
A&R Vending	Durham, NC	1/7/2010	NC E-Procurement Fee Default
AC/DC Industries, NC.	Houston, TX	5/19/2011	Contract Default
Access Controls of NC LLC	Hertford, NC	9/28/2018	NC E-Procurement Fee Default
Acme Distributors Inc.	Brooklyn, NY	11/18/2004	Contract Default
Acme Textile Company	Wyncote, PA	11/18/1998	Contract Default
Advanced Distributing	Brooklyn, NY	8/29/2002	Contract Default
Advanced Video Security	Morehead City, NC	9/14/2016	NC E-Procurement Fee Default
Aeich Holdings	Lawrenceville, GA	7/23/2008	NC E-Procurement Fee Default
Alamance Outdoor Equipment	Burlington, NC	12/10/2018	NC E-Procurement Fee Default
Alfa Medical Equipment	Westbury, NY	9/14/2016	NC E-Procurement Fee Default
All American Roofing	Salem, NC	12/16/2011	NC E-Procurement Fee Default
All South Liquidators	Woodstock, GA	8/21/2003	Contract Default
American Family Farms	Elkader, IA	3/23/2006	NC E-Procurement Fee Default
American Sales Co.,	Cleveland, OH	1/11/2007	Contract Default
American Textiles	Spartanburg, SC	7/13/1996	Contract Default
American Transparency	Hickory, NC	2/15/1996	Contract Default
Amerisource	Detroit, MI	7/29/2010	Contract Default
AMTEX	Scottsdale, AZ	10/28/2010	NC E-Procurement Fee Default
Ashland Distribution	Greensboro, NC	9/24/2009	NC E-Procurement Fee Default
Atlantic Petroleum Equipment			
Lighting Bolt Serv Unl"	Greenville NC	1/12/2012	NC E-Procurement Fee Default
August International	Hickory, NC	8/20/1998	Contract Default
Avanti Enterprises, Inc.	Oak Brook, Il.	7/24/2009	NC E-Procurement Fee Default
AV Simply Done	Winston-Salem, NC	12/10/2018	NC E-Procurement Fee Default
Baker Group International	Cocoa Beach, FL	5/27/2010	NC E-Procurement Fee Default
Barrios Distributing	San Diego, CA	9/2/1999	Contract Default
Basic Services, Inc.	Norcross, GA	11/18/1999	Contract Default
Battlecat Productions, Inc.	Wilmington, NC	6/18/2009	Contract Default
Becker Parkin	New York, NY	6/29/2006	NC E-Procurement Fee Default
Big Rock Industries Inc.	Morehead City, NC	12/10/2018	NC E-Procurement Fee Default

6/1/2021

Vendor Name	City, State	Effective Date	Debarment Reason
BLAIR	Elk Grove Village, IL	8/26/2010	NC E-Procurement Fee Default
Blake of Chicago Corp.	----	3/1/2005	Other
Blake of Ohio Corp.	----	3/1/2005	Other
Blue Ridge Security Systems	Charlotte, NC	5/14/2009	NC E-Procurement Fee Default
Blue Ridge Standby Power	Marion, NC	9/14/2016	NC E-Procurement Fee Default
Bob Mayberry dodge	Monroe, NC	5/20/2010	NC E-Procurement Fee Default
Brook Mays Music Company dba:			
Duncan Music			
Person Music			
McFadyen Music"	Dallas, TX	4/20/2007	NC E-Procurement Fee Default
Brookwood Co., Inc.	New York, NY	3/12/2009	NC E-Procurement Fee Default
Buhl Industries, Inc.	Fair Lawn, NJ	11/21/2002	Contract Default
Builder Direct of NC	Greensboro, NC	9/14/2016	NC E-Procurement Fee Default
Calutech Mobile Solutions	Hammond, IL	1/27/2011	NC E-Procurement Fee Default
Canada Mostin Trading Corp.	N. York; Toronto, ON	1/20/2011	Contract Default
Candor Hosiery Mills, Inc.	----	12/6/2006	Other
Cannons Online.Com	New Windson, MD	9/14/2016	NC E-Procurement Fee Default
Canycom Sales, Inc.	Bellingham, WA	5/27/2010	NC E-Procurement Fee Default
Capstone Architectural Sales, LLC	Ballentine, SC	5/29/2018	NC E-Procurement Fee Default
Carpet One Commercial Division	Fayetteville, NC	9/14/2016	NC E-Procurement Fee Default
Central Electrical Wholesalers Corp.	Cleveland, OH	1/4/2001	Contract Default
Central Oil Asphalt	Columbus, OH	11/28/2007	NC E-Procurement Fee Default
Charlie's Grocery & Produce	Albemarle, NC	3/25/2010	NC E-Procurement Fee Default
Chemmax, Inc.	Chicago, IL	1/9/2003	Contract Default
Clamcase	Grosse Pointe, MI	9/14/2016	NC E-Procurement Fee Default
Clayton Tire and Muffler	Clayton, NC	1/12/2012	NC E-Procurement Fee Default
Color Q LLC	Dayton, OH	3/18/2010	NC E-Procurement Fee Default
ComfortFoot Enterprises	Columbus, OH	12/4/2000	Contract Default
Commercial Metal	Dayton, OH	3/4/2010	NC E-Procurement Fee Default
Consolidated Commodities & Trade Center	New York, NY	10/15/2009	Contract Default

6/1/2021

Vendor Name	City, State	Effective Date	Debarment Reason
Continental Packaging	Bensalem, PA	3/22/2012	NC E-Procurement Fee Default
Contract Decor, Inc.	Palm Springs, CA	4/29/2010	NC E-Procurement Fee Default
Convenience Food Suppliers	Raleigh, NC	6/10/2010	NC E-Procurement Fee Default
Cortex Solutions, LLC	Newport Beach, CA	4/11/2002	Contract Default
Covenant Distributors, Inc.	Augusta, GA	5/6/2010	NC E-Procurement Fee Default
CSA Designs of Raleigh	Raleigh, NC	11/18/1998	Contract Default
Custom Apparel L.L.C.	Mount Freedom, NJ	4/6/2012	NC E-Procurement Fee Default
Custom Fit, INC.	Chantilly, VA	8/9/2005	NC E-Procurement Fee Default
Cypress International Trade	Rosewell, GA	8/6/2004	Contract Default
Darkrooms USA, Inc.	Rocky Point, NY	5/29/2019	NC E-Procurement Fee Default
Davidson Printing	Lexington, NC	3/25/2010	NC E-Procurement Fee Default
DC Plastics, Inc.	Bayonne, NJ	3/11/2011	NC E-Procurement Fee Default
DCJ Products and Services, INC.	Dunn, NC	6/21/2007	NC E-Procurement Fee Default
Delta Bay	Fresno, CA	11/25/1998	Contract Default
Dennis Banber, Inc. dba The Woodwind dba The Brasswind	South Bend, IN	5/18/2007	NC E-Procurement Fee Default
Diamond Head Distribution	----	2/29/1996	NC E-Procurement Fee Default
Dock Hardware & Marine Fabrication	Conway, SC	5/6/2010	NC E-Procurement Fee Default
Dominion Box Co., Inc.	Dayton, TN	7/23/2008	NC E-Procurement Fee Default
Don Addis and Associates	Concord, NC	1/12/2012	NC E-Procurement Fee Default
Dorman Motor Company	Elizabethtown, NC	5/6/2010	NC E-Procurement Fee Default
East Coast Roofing & Metals	Greenville, NC	9/2/2010	NC E-Procurement Fee Default
Eastern Fuels, Inc.	Nags Head, NC	1/29/2009	NC E-Procurement Fee Default
Eastern Tools	Rocky Mount, NC	4/24/2007	Contract Default
Edge's Landscaping	----	9/18/2008	NC E-Procurement Fee Default
EJoyce Chemicals, LLC	Greenville, NC	5/14/2009	NC E-Procurement Fee Default
Energy Conservation	----	9/25/2008	NC E-Procurement Fee Default
EnviroSupply & Service	Irvine, CA	5/6/2010	NC E-Procurement Fee Default

6/1/2021

EDTAP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT \$30.00

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer B&W TRANSPORTING INCORPORATED

Person completing Proposal BARBARA CANADY

Title PRESIDENT

Signature



Date

APRIL 8, 2022

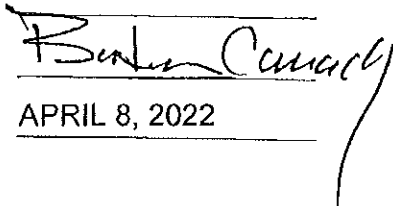
RGP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT \$30.00

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer	<u>B&W TRANSPORTING INCORPORATED</u>
Person completing Proposal	<u>BARBARA CANADY</u>
Title	<u>PRESIDENT</u>
Signature	<u></u>
Date	<u>APRIL 8, 2022</u>

EMPL Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT \$30.00

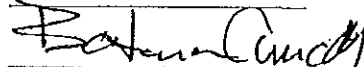
The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer B&W TRANSPORTING INCORPORATED

Person completing Proposal BARBARA CANADY

Title PRESIDENT

Signature



Date

APRIL 8, 2022

AAA Medical Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

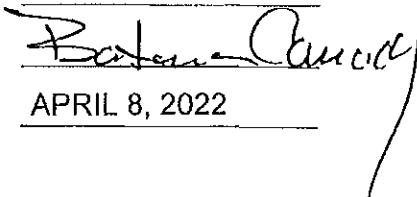
COST PER UNIT \$30.00

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer B&W TRANSPORTING INCORPORATED

Person completing Proposal BARBARA CANADY

Title PRESIDENT

Signature 

Date APRIL 8, 2022

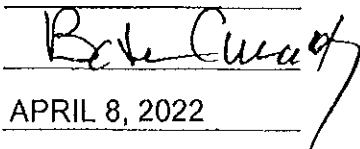
AAA General Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT \$30.00

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer	<u>B&W TRANSPORTING INCORPORATED</u>
Person completing Proposal	<u>BARBARA CANADY</u>
Title	<u>PRESIDENT</u>
Signature	<u></u>
Date	<u>APRIL 8, 2022</u>

5310 Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT \$30.00

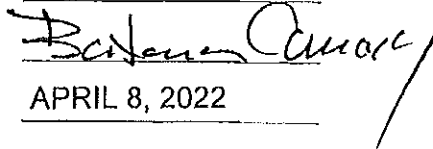
The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer B&W TRANSPORTING INCORPORATED

Person completing Proposal BARBARA CANADY

Title PRESIDENT

Signature



Date

APRIL 8, 2022

REQUEST FOR PROPOSAL
FOR THE
CUMBERLAND COUNTY
COMMUNITY TRANSPORTATION PROGRAM

Fiscal Year July 1, 2022 – June 30, 2023

Table of Contents

SUBJECT	PAGE
Notice to Transportation Providers	3
Pre-Proposal Conference	3
I. Introduction	5
Definitions	6
II. Existing Service	7
III. Scope of Work	8
IV. Submission of RFP	14
Projected Schedule	14
Attachment A	19
Attachment B	20
Attachment C	21
Attachment D	22
Attachment E	23
Attachment F	24
Attachment G	25
V. Submittal Package	26
Submittal Checklist	26
Submittal Worksheets	27
Proposal Forms	30

NOTICE TO TRANSPORTATION PROVIDERS

REQUEST FOR PROPOSALS FOR PROVISION OF THE CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM

The Cumberland County Community Transportation Program is seeking proposals for the operation of its transportation services which are funded with state and federal funds.

The system currently utilizes contractor supplied vehicles and drivers to provide curb to curb service in Cumberland County. In some cases, clients may require door to door service. The Cumberland County Community Transportation Program desires to sign multiple one (1) year competitive fixed unit cost contracts, for operation of the six programs, with services to begin July 1, 2022 and end June 30, 2023.

The deadline for submittal of proposals is **12:00 p.m. on April 18, 2022**. Proposals delivered after that date and time will not be considered. Service and Cost proposal packages should be submitted in separate, sealed envelopes labeled "Service Proposal for The Community Transportation Program" and "Cost Proposal for The Community Transportation Program" and sent to: The Community Transportation Program Attn: Ifetayo Farrakhan, Transportation Program Coordinator, 130 Gillespie Street, Fayetteville, NC 28301.

All proposers must certify they are not on the federal or state list of ineligible Contractors. The Controller General's federal list of ineligible Contractors is located at the web site www.sam.gov/portal/public/SAM/. The state's list of debarred organizations can be found on the State's Purchase and Contract web site www.doa.state.nc.us/pandc/.

Only DBE's listed in the DOT certified directory are counted toward DOT's goal in contracts that contain federal funds. Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals and compete for subcontracting work and will not be discriminated against on the basis of race, color, religion, sex, national origin, or disability. DBE Contractors must be certified and registered on the NCDOT Directory: www.ebs.nc.gov/VendorDirectory/default.html.

The successful Contractor(s) shall be required to comply with all applicable local, state and federal laws and regulations including Equal Employment Opportunity. Request for proposal packages are available by contacting Ifetayo Farrakhan at (910) 678-7624 or visiting <https://ccmunis.co.cumberland.nc.us/mss>.

A pre-proposal conference will be held on **April 6, 2022 at 10:00 a.m.** at the Historic County Courthouse, Room 107C, located at 130 Gillespie Street, Fayetteville, North Carolina. Proposers are not required to attend, however it is highly recommended. This conference is intended to provide Proposers with the opportunity to ask questions and/or receive clarification of any requirement in the RFP.

Cumberland County is seeking proposals for the following:

- Elderly and Disabled Medical Transportation (State)
- Rural General Public Transportation (State)
- Employment Transportation (State)
- Elderly and Disabled Non-Medical Transportation 5310 (Federal/State)
- Area Agency on Aging Medical Transportation (State)
- Area Agency on Aging General Transportation (State)

Insurance, Drug and Alcohol Testing, Americans with Disabilities Act adherence, and required training will be mandatory aspects of fulfilling this contract. Other Federal, State, and Local laws and requirements may apply.

The Community Transportation Program is funded in part by the County of Cumberland. Cumberland County and the Community Transportation Program retain the right to reject any or all proposals, to withdraw this solicitation at any time, to waive minor technicalities and informalities and to make an award deemed in its own best interest. Cumberland County is an equal opportunity employer.

I. INTRODUCTION

The Cumberland County Community Transportation Program is seeking interested, qualified contractors to provide transportation services in Cumberland County, North Carolina. Services are currently provided by private contractors under contract to Cumberland County, using contractor provided vehicles. Cumberland County will contract with successful Proposers to operate this service. The Cumberland County Community Transportation Program desires to sign multiple one (1) year competitive fixed unit cost contracts, for operation of the six programs. The county reserves the right to extend contracts for an additional 12 months or possibly for two twelve month increments if it serves to be in the best interest of the county.

The selected contractor(s) will provide management, dispatch, and operation of the transportation service. Maintenance of the aforementioned vehicles will be the responsibility of the contractor. Service includes subscription trips as well as those of a demand-response nature (1 day notice). The contractor will take requests for service from agency representatives. Riders include the physically and mentally disabled, the elderly and the general public. The selected contractor will be responsible for meeting all state, federal, and local requirements as specified in the RFP including, but not limited to, employee development and training, drug and alcohol testing, complying with scheduled vehicle maintenance, insurance coverage, safety, on-time performance, reporting, and billing, as well as any appropriate licensing and other legal requirements. Contractors are required to reconcile daily and monthly reports with the Community Transportation Program, all services performed under the contracts to include, dates, times, units, client names, destinations, and costs.

Definitions as used herein;

- a. The term "THE COUNTY" or the "County" is used interchangeably and refers to the purchaser, Cumberland County or Cumberland County Community Transportation.
- b. The term "request for proposal" (RFP) means a solicitation of a formal sealed proposal.
- c. The terms "proposal and offer" means the process and services offered by the Proposer in response to this RFP.
- d. The term "Proposer" is the contractor responding to this RFP.
- e. The term "Contractor" refers to the Proposer selected by the Cumberland County Community Transportation Program to perform service under this contract.
- f. The term "NCDOT" is the North Carolina Department of Transportation, which administers the ROAP (EDTAP, EMPL, RGP), and 5310 grant funding through the Public Transportation Division (PTD).
- g. The term "contract" means the legally-binding agreement between Cumberland County and the successful contractor(s) to perform the services described in this RFP.
- h. The term "unit" describes a measurement tool used to determine reimbursement. Units of service are defined as each and every time a passenger boards a vehicle at a location and alights at another location.
- i. The term "Community Transportation Program" refers to the collective entity that provides the management and administration for the funding and payment of all programs that are sub-allotted funding each year for transportation purposes.
- j. The term "Transportation Advisory Board" refers to the board made up of various individuals with experience in the human services and transportation fields in Cumberland County and is appointed by the County Commissioners. This organization serves the Community Transportation Program in an advisory capacity.
- k. The term "FTA" is the Federal Transit Administration, which is part of the US DOT and administers the federal (5310) grant funds through NCDOT/ Public Transportation Division.

II. EXISTING SERVICE

The Cumberland County Community Transportation Program provides curb to curb service (in some cases door to door) for clients within Cumberland County via contractual providers.

Trips provided by the contractor shall be billed on a per client unit basis. Requests for service are faxed or emailed to the contractor by the administrative staff one day in advance, by 3:00 pm, prior to the date of requested service. Coordination and dispatch of the vehicles to pick up the clients is the responsibility of the contractor.

The Community Transportation Program administrative staff consists of the Transportation Program Coordinator and two Office Assistants. The Transportation Program Coordinator oversees all aspects of the Community Transportation Program, including its operation and administration. All Community Transportation Program correspondence and any questions or concerns should be directed to the Transportation Program Coordinator.

Contracts:

Elderly and Disabled Medical Transportation (EDTAP): Transportation to medical appointments and pharmacy trips provided to clients who are 60+ years of age or disabled with doctor's verification. Clients live throughout Cumberland County.

Rural General Public Transportation (RGP): Transportation provided to residents who live in the rural areas of our County. Provides access to medical, shopping, education, and employment. (See map Attachment E – clients will reside in areas outside of the urban area boundary)

Urban Employment Transportation (EMPL): Transportation to school and work provided to residents who live inside or outside the urban areas of our County. (See map Attachment E – clients will reside in areas inside the urban area boundary)

Elderly and Disabled Non-Medical Transportation (5310): Non-medical transportation provided to clients who are 65+ years of age or disabled with doctor's verification. Clients live throughout Cumberland County.

Area Agency on Aging Medical (AAA Med): Transportation to medical appointments and pharmacy trips provided to clients who are 60+ years of age. Clients live throughout Cumberland County.

Area Agency on Aging General (AAA Gen): Transportation to nutrition sites provided to clients who are 60+ years of age. Clients live throughout Cumberland County.

Please note: 5310 funds are federal and state funds and have additional federal requirements. Please see "Federal and State Requirements and Special Conditions" Attachment.

III. SCOPE OF WORK

Contract Term

The term of any agreement arising from this RFP shall be for one year, commencing on the date transportation services are first rendered. Projected start date is July 1, 2022 and end date is June 30, 2023.

Service Hours

EDTAP, AAA Med, AAA Gen: Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm (with the exception of dialysis trips).

5310, RGP and EMPL: Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 p.m.

Special concessions shall be made by the contractor when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed.

Transportation will be provided on all holidays, except on Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those weeks (to make up for the holiday).

Wait Time/No-Shows/Cancellations

The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by client and the transport company driver.

In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by the contractor. In the event of a no-show, the contractor will not be compensated. However, the Community Transportation Program will enforce its no-show policy with the clients to the fullest extent possible. No-shows shall be reported by the contractor to the Community Transportation Program immediately. Cancellations shall be reported to the Community Transportation Program daily.

On-Time Performance

The Community Transportation Program requires a sixty (60) minute window on scheduled pickups (ninety (90) minute for Fort Bragg trips). Clients will be notified to always be ready one hour prior to appointment time (or one and one half hours for Fort Bragg). The Community Transportation Program policy states that there is a required ten (10) minute minimum wait time after arriving at a location to pick up a passenger. Contractor should not have clients on the vehicle for any period longer than the specified time frame. The contractor will provide a minimum of 95 percent (95%) on-time trips.

Service Area

All trips will be within Cumberland County which includes approximately 661 square miles.

Reservations

Administrative staff will authorize all trips and supply the contractor with reservation information. The contractor is not required to determine eligibility or receive service requests from individuals. In general, the contractor can expect to be notified no less than one day in advance of any reservations for demand-response trips and changes to subscription trips.

Fares

EDTAP, AAA Med, and AAA Gen: No fares or donations will be collected from passengers. The contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

5310, EMPL, and RGP: Fares will be collected from passengers. The driver and passenger will be required to sign a log, in order to verify that the fares had been paid, prior to receiving service. This log will be submitted to the Transportation Program Coordinator, along with the invoice, in order to receive payment. Fares will be approximately ten percent of the per unit trip cost. The contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

Attendants

The contractor will not supply attendants, but must allow a passenger an escort, if requested. The escort must board and exit at the same location as the eligible client. Neither the escort, agency, nor the Community Transportation Program will be charged for the escort.

Personnel

The contractor shall be solely responsible for the provision and satisfactory work performance of all employees as described by this Request for Proposal. The contractor shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. Without any additional expense to the Community Transportation Program or Cumberland County, the contractor shall comply with the requirements of employee liability, Worker's Compensation, employment insurance, Social Security, Department of Transportation Drug & Alcohol Testing and Program Management regulations, OSHA regulations, EPA laws and regulations, in addition to any and all other applicable laws. The Cumberland County Community Transportation Program shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by the contractor. The contractor shall not, without prior written notice to the Community Transportation Program remove, or re-assign the key management personnel identified in its proposal (e.g., Project Manager) at any time prior to or after execution of the contract. The contractor shall obtain the Community Transportation Program's written consent prior to entering any subcontract affecting the service.

Office Staff

The contractor shall supply a sufficient number of employees to staff the office at all required times and perform all necessary tasks associated with the service. The contractor will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. The contractor will staff the office with at least one person trained to perform radio dispatching functions and monitor telephones while vehicles are on the road providing service. This condition may be satisfied if the Owner/Director has mobile cellular phone technology at his/her disposal and can be contacted at ANY time during office hours without necessarily being within an office. An office space with a permanent fax machine must be available to accept new transportation requests from administrative staff at all times during normal business operating times.

Drivers

The contractor shall supply a sufficient number of properly qualified personnel to operate the equipment and to provide the services required. Each of the contractor's employees shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Community Transportation Program Coordinator annually for each driver.

Additionally, all of the contractor's employees who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

All drivers must receive the following training through programs approved by the Community Transportation Program and show proof of successful completion to the Community Transportation Program Coordinator within thirty days of completion.

- First Aid Training and CPR
- Drug & Alcohol Training
- OSHA Bloodborne Pathogens Training
- ADA Equipment and Safety Training
- ADA Sensitivity Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of the contractor. The contractor is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training be completed prior to providing service. Annual refresher training is required for all drivers. Copies of Red Cross certification must be submitted annually to the Community Transportation Program Coordinator. Random drug and alcohol testing in accordance with Department of Transportation Drug & Alcohol requirements found in 49 CFR Part 655 and Part 40 is also required.

Drivers will be required to maintain vehicle logs for each day of service documenting the pick up and drop off of passengers. Logs will include rider names, scheduled and actual pick-up times, addresses, number of units per trip, no-shows, and other pertinent information.

All drivers and safety sensitive employees are required to submit to drug and alcohol testing at the contractor's expense. Up to eighty-five percent (85%) of testing costs may be reimbursed to the contractor if proper documentation and invoices are submitted in a timely manner. Drug/Alcohol reimbursement invoices should be submitted monthly. If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are exhausted, the contractor must continue to follow drug testing procedures.

Vehicles

Vehicles are the responsibility of the contractor. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, state inspections, etc. are the responsibility of the contractor. The contractor, for the purposes of supplying transportation services for the Community Transportation Program, must own or lease its own vehicles. All vehicles must be clearly marked (minimum of three inch lettering) on the side of each vehicle with the contractor's name and phone number as to allow passengers to identify the vehicles.

Vehicles must have a wheelchair lift or be handicapped accessible (these vehicles must be ADA compliant (*see ADA accessibility attachment*)). The contractor must have at their immediate disposal backup vehicles. Cumberland County & the Community Transportation Program reserve the right to inspect vehicles during announced or unannounced times. The Contractor shall submit copies of vehicle registration, inspections, and a current insurance policy to the Community Transportation Program Coordinator annually.

Licensing

The contractor shall keep all vehicles fully licensed and inspected as required by the State of North Carolina and applicable local government agencies. Vehicles are not eligible for free license plates. The contractor must comply with all state and local vehicle registration, permitting and regulatory requirements.

Safety/Inspections

The contractor/employees shall perform daily pre-trip and post-trip safety inspections all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order at all times. The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected.

Additional safety requirements can be found in the System Safety Plan.

Maintenance

Vehicle maintenance shall be the responsibility of the contractor. The contractor shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards. Where duplicate recommendations exist, the contractor shall be required to maintain vehicles in accordance with the stricter standards. It shall be the contractor's responsibility to keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Community Transportation Program on request.

Damage

All physical damage to vehicles shall be repaired within 5 days of occurrence in a high quality manner, regardless of cause. All damage must be reported to the Transportation Program Coordinator in writing within 48 hours of the incident causing the damage.

Insurance

The contractor will provide Bodily Injury, Property Damage, Comprehensive and Collision Insurance for vehicles used to provide services under this Contract in the amounts specified below through an insurer acceptable to the Cumberland County Risk Manager, licensed to do business in North Carolina and will name Cumberland County as an additional insured. Contractor will be required to carry insurance (and furnish proof thereof) to the following minimum limits:

The minimum levels of financial responsibility are as prescribed for motor carriers of passengers pursuant to the provisions of 49 U.S.C. 10927(a)(1), which is \$5,000,000 for vehicles with a seating capacity of 16 passengers or more and \$1,500,000 for vehicles with a seating capacity of 15 passengers or less."

49 U.S.C. 10927(a)(1) is the Interstate Commerce Commission (ICC) regulation enforced by the Federal Motor Carrier Safety Administration(FMCSA), which has been recoded. The new code is 49 CFR 387.25, but it only applies to "for-hire motor carriers transporting passengers in interstate or foreign commerce."

The NC Utilities Commission regulates "for-hire" motor carriers that provide intrastate passenger service to the general public. The State of North Carolina has associated with the FMCSA regulation for interstate providers and adopted the same requirements for intrastate providers. Based on G.S. 62-268 "Security for the Protection of Public; Liability Insurance," the North Carolina Utilities Commission may require any greater amount of insurance as may be necessary for the protection of the public. The rules and regulations of the North Carolina Utilities Commission carry the same weight as law.

THEREFORE, the NC Utilities Commission and the Division of Motor Vehicles require that intrastate "for-hire" motor carriers that provide general public service must maintain the following minimum levels of financial responsibility:

\$1,500,000 for vehicles with a seating capacity of 15 passengers or less, and \$5,000,000 for vehicles with a seating capacity of 16 passengers or more.

Hold Harmless

The contractor agrees to protect, defend, indemnify and hold Cumberland County and the Community Transportation Program, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or cause of action of every kind and character in connection with or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent. Each policy of insurance shall contain the following clause: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the Community Transportation Program has received written notice of such cancellations or reduction."

The contractor will provide the Community Transportation Program, Cumberland County and the Transportation Program Coordinator proof of insurability to the prescribed limits as part of the proposal package and disclose deductibles and self-insured retainers. The contractor shall also identify its insurance agent(s) and underwriting company(s). This documentation must be in a form approved by State Insurance Commission.

Emergency Situations

In cases of accident, injury or traffic violation, the police or other appropriate authorities should be contacted. The driver should always be sent for drug and alcohol testing immediately where injuries are a result of an accident or incident. Contractor must always contact the Community Transportation Program Coordinator within 24 hours of such an event. A standard written accident report must be completed and turned in to the Transportation Program Coordinator within 48 hours. Included with this report shall also be a copy of the police report if applicable. In cases of emergency always dial 911 and seek medical assistance.

Billing

The contractor shall submit a detailed invoice which includes verified client units transported, as well as all supporting paperwork to the Transportation Program Coordinator on a monthly basis. Monthly invoices should be submitted by the 5th of each month following provision of service, directed to the Transportation Program Coordinator. Contingent upon preliminary verification of the invoice, the Transportation Program Coordinator will submit the invoice for payment within 15 days from the date the Transportation Program Coordinator receives the paperwork. Checks will be issued according to the Cumberland County Finance Department's check issuance schedule. The Community Transportation Program or Cumberland County Finance Department may, at any time, conduct an audit of any and/or all records kept by the contractor for this service. Any overpayment uncovered in such an audit may be charged against the contractor future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

Records and Reports

The contractor will be responsible for properly maintaining separate records and summaries for this service as deemed necessary by Cumberland County and the Community Transportation Program. The following are the types of information which the Community Transportation Program requires the contractor to keep.

Trip by Trip Records submitted daily

- Date and time of service
- Name of client and number of units

-- No-shows and cancellations

Proposal Cost

Proposers shall submit a proposal based on cost per unit. Proposers are required to submit a Cost Proposal (see attached form) under separate cover.

Confidentiality of Client Information

Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual, the agency and/or the Community Transportation Program.

Safety

The contractor will ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the contractor. Drivers must have the capabilities of using all safety equipment.

Drug and Alcohol Testing

In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Community Transportation Program has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. Contractor agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, contractor agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of the contract nor shall changes require contract modification.

All driver drug and alcohol testing will be completed through a testing site approved by the Community Transportation Program Coordinator. US Healthworks is the current approved site. The Community Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of the Contractor for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. This program takes effect immediately upon the execution of the contract.

Records

Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of the contractor. The contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

Meetings

The Community Transportation Program plans to hold Transportation Advisory Board meetings on a quarterly basis for the purpose of discussing service issues and proposed solutions and to maintain open and frequent communications. Occasionally, additional meetings may be required. The meetings are open to the public. Contractors are encouraged to attend.

Termination Conditions

Contracts may be terminated by either party upon thirty days prior written notice. In the event of termination prior to the normal expiration date of any contract, Cumberland County shall compensate the contractor for transportation provided to through and including midnight of the day of termination.

IV. SUBMISSION OF RFP

Questions, changes, and clarifications: To facilitate the clarification of requirements, Proposers are requested to submit questions in writing, no later than 1 business day prior to the pre-proposal conference to:

Ifetayo Farrakhan, Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301

Ifetayo Farrakhan is the Cumberland County Community Transportation Program Coordinator, and is the proper contact for questions regarding this procurement. The Community Transportation Program shall not be responsible in any manner for verbal answers or instructions regarding this RFP. All requests shall be addressed in writing by mail or by email to Ifetayo Farrakhan at ifarrakhan@co.cumberland.nc.us prior to close of business on **April 5, 2022**. All questions and clarification will be addressed at the Pre-Proposal Conference on **April 6, 2022**. No questions or requests for exemptions shall be considered after the Pre-Proposal Conference on **April 6, 2022**. All changes and/or clarifications to the RFP will be issued in an Addendum within three days after the Pre-Proposal Conference.

Selection process: An Evaluation Committee will review and analyze each response. Each proposal will be rated using a scale from 1-5, with 5 being excellent for each of the following criteria:

CRITERIA	WEIGHT
-- Proposal response	25%
-- Qualifications and Experience	25%
-- References	10%
-- Disadvantaged Business Enterprise (DBE) efforts	10%
-- Value for cost	30%

Interviews and/or negotiations may be conducted with each or any of the Proposers selected. Cost shall be considered, but will not be the sole determining factor. The Evaluation Committee may require that the Proposer's staff attend any oral interviews. The Evaluation Committee may also require that some vehicles be present for inspection.

After any requested interviews have been conducted, the Evaluation Committee shall make its recommendation to the Transportation Advisory Board. If the Transportation Advisory Board concurs with the recommendation to the Proposer(s), which, in its opinion, has made the best proposal, it shall recommend for award the contract to that Proposer(s) to the County Manager or the County Board of Commissioners.

Projected Schedule

RFP release	March 20, 2022
Pre-proposal Conference	April 6, 2022
Proposals due	April 18, 2022
Evaluation Committee review	April 21, 2022
Award	May 16, 2022
Start-up date	July 1, 2022

Conditions for Responding

1. Scope: The following terms and conditions shall prevail unless otherwise modified by the Community Transportation Program within this proposal document. The Community Transportation Program reserves the right to reject any proposal which takes exception to these terms and conditions.
2. Completing proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. The proposal cover letter must be signed by an authorized Proposer and all required information must be provided. A neatly typed document of reasonable length and using the forms provided is preferred. Expenses incurred in developing and submitting a proposal are borne entirely by the Proposer.
3. Confidentiality of proposal information: Each proposal and supporting documents must be submitted in a **sealed** envelope to provide confidentiality of the proposal information prior to the proposal opening. All proposals and supporting proposal documents become public information after contract award and are available for inspection by the general public.
4. Accuracy of proposal: Each proposal is publicly opened and the Proposer's name is made part of the public record. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the Proposer will complete the contract. In case of numerical discrepancy, unit costs shall prevail.
5. Submission of proposal: Proposals are to be sealed and submitted to the following address prior to the date and time indicated in the RFP packet:

Ifetayo Farrakhan, Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301

Service and Cost proposal packages should be submitted in separate, sealed envelopes labeled "Service Proposal for The Community Transportation Program" and "Cost Proposal for The Community Transportation Program". If the contractor is submitting more than one proposal, all cost proposals may go in one envelope.

Please submit one original and five copies of the Service Proposal. Only one original Cost Proposal should be submitted for each contract for which is being proposed.

Proposals will be **rejected** if they do not include all items as requested in the submittal checklist on page 26.

General Terms and Conditions

1. Assignment

The contract derived from this RFP shall not be sublet except with the written consent of THE COUNTY. No such consent shall be construed as making THE COUNTY a party to such subcontract, or subject THE COUNTY to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and all transactions with THE COUNTY must be through the Contractor.

2. Changes

THE COUNTY reserves the right to postpone the proposal due date for its own convenience and to reject any or all proposals, to withdraw this solicitation at any time, to waive minor technicalities and informalities and to make an award deemed in its own best interest. Proposals may be awarded without further discussion or notification of the Proposers.

Changes to the RFP will be made by addendum.

Change orders, once a contract is issued, must be approved by THE COUNTY in writing.

3. Changed Conditions of Performance (Including Litigation)

The Proposer agrees to notify THE COUNTY immediately of any change in law, conditions, or any other event that may significantly affect the Proposer's ability to perform the project in accordance with the terms of the Contract. In addition, the Proposer agrees to notify THE COUNTY immediately of any decision pertaining to the Proposer's conduct of litigation that may affect THE COUNTY interests in the Project. Before the Proposer may name THE COUNTY as a party to litigation for any reason, in any forum, the Proposer agrees to inform THE COUNTY.

4. Nonperformance

Failure to Perform – If the contractor is unable or fails to deliver a significant amount of the service as specified in the scope of work (as determined by THE COUNTY), the COUNTY shall pay the contractor the cost of transportation provided through and including midnight of the day of termination.

5. Conditional Proposals

Conditional proposals, or those which take exceptions to the specifications, may be considered non-responsive and will be rejected.

6. Contract Documents

This Request for Proposals, including, General Terms and Conditions and the Technical Specifications with notes or changes made thereon before signing, along with the Contractor's proposal, are the documents forming the Contract. The Contractor shall only be authorized to begin incurring costs on the project upon receipt of a properly executed "Notice to Proceed" from THE COUNTY.

7. Contractual Obligation of the Bidder/Proposer

Each proposal shall be submitted with the understanding that the acceptance in writing by THE COUNTY of the offer to supply services described therein shall constitute a contract between the Proposer and the purchaser, which shall bind the Proposer on his or her part to furnish and deliver at the proposed price in accordance with the conditions of said accepted proposal and specifications.

8. Errors and Omissions

The Proposer will not be allowed to take advantage of any errors or omissions in the specification. Full instructions to correct errors or omissions will be given to the Proposer, should errors or omissions be called to the attention of THE COUNTY.

9. Exclusionary or Discriminatory Specifications

THE COUNTY is prohibited by Federal and state law from using exclusionary or discriminatory specifications for work. If the Proposer believes that the specifications included in this solicitation are exclusionary or discriminatory, it should avail itself of the Protest Procedure described elsewhere in this document.

10. Financial Assistance Grant

The service described in this Request for Proposals are to be purchased, in part, with the assistance of monies from the North Carolina Department of Transportation and/or the Federal Transit Administration (FTA) of the U.S. Department of Transportation (USDOT). The successful Proposer and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the North Carolina Department of Transportation, the Federal Transit Administration, and THE COUNTY.

11. Governing Law

Each and every provision of this Request for Proposal and the resulting contract agreement shall be construed in accordance with and governed by North Carolina law. The parties acknowledge that this contract is executed in Cumberland County, North Carolina and that the contract is to be performed in Cumberland County, North Carolina. Each party hereby consents to the local court's sole jurisdiction over any dispute that may arise as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the local county.

12. Protest Procedures

(1) Any party aggrieved by a solicitation or award of a contract may protest to the Cumberland County Manager, in writing, within seven days after such aggrieved party knew or should have known of the facts giving rise thereto.

(2) Such protest shall include the detailed facts leading up to the protest.

(3) In the event that the County Manager is unable to settle and resolve any protest relating to the solicitation or contract award he will forward the matter to the full Board of Commissioners in the written format as received from the aggrieved party.

(4) After reviewing the written complaint and hearing comments from the aggrieved party, the Board of Commissioners will make their decision known, in writing, within 60 days of the meeting date. Such decision shall respond, in detail, to each substantive issue raised in the protest.

(5) A pending protest shall halt the procurement until the controversy is resolved, unless, in the opinion of the Commissioners, the award of the contract without delay is necessary to protect the substantial interests of THE COUNTY.

(6) The written decision of the Commissioners shall be final, binding, and conclusive on the parties.

(7) Protests should be transmitted to:

Amy Cannon
County Manager
117 Dick Street
Fayetteville, NC 28301

(8) Protests will only be entertained by the Federal Transit Administration if the aggrieved party is alleging that THE COUNTY does not have, or is failing to follow, written protest procedures.

(9) Pursuit of a protest beyond the decision of the Commissioners must take place in the appropriate State or Federal court holding jurisdiction.

13. Termination of Contract

This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay the contractor the cost of transportation provided to clients through and including midnight of the day of termination.

14. Attorney's Fees

Should the Contractor default pursuant to any of the provisions of this Agreement, the Contractor and its surety shall pay to THE COUNTY such reasonable attorney's fees as THE COUNTY may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

15. Single Proposal Response

If only one proposal is received in response to this RFP, the proposal will not be opened and re-advertisement with a new schedule will be posted.

16. Proposal Withdrawal

Proposals cannot be withdrawn once submitted to Ifetayo Farrakhan.

FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS

for
OPERATIONS and MANAGEMENT CONTRACTS

(SEE ATTACHED FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS)

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ____ day of _____, 20__, in the State of _____;

and the County of _____.

Notary Public _____

My Appointment Expires _____

ATTACHMENT B

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

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

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

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

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT C

CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

ATTACHMENT D

CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

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 _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES (Must be completed and submitted for all bids/quotes requiring service)

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

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. ☐ Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

☐ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20____.

Signature of Affiant

Printed Name and Title

State of _____

County of _____

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

Notary Public _____

(SEAL)

My Appointment Expires _____

ATTACHMENT F

STATE OF NORTH CAROLINA
COUNTY OF _____

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

The agency shall include the certification in the procurement record.

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

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

Contractor Signature

Date

Printed Name

Title

State of _____

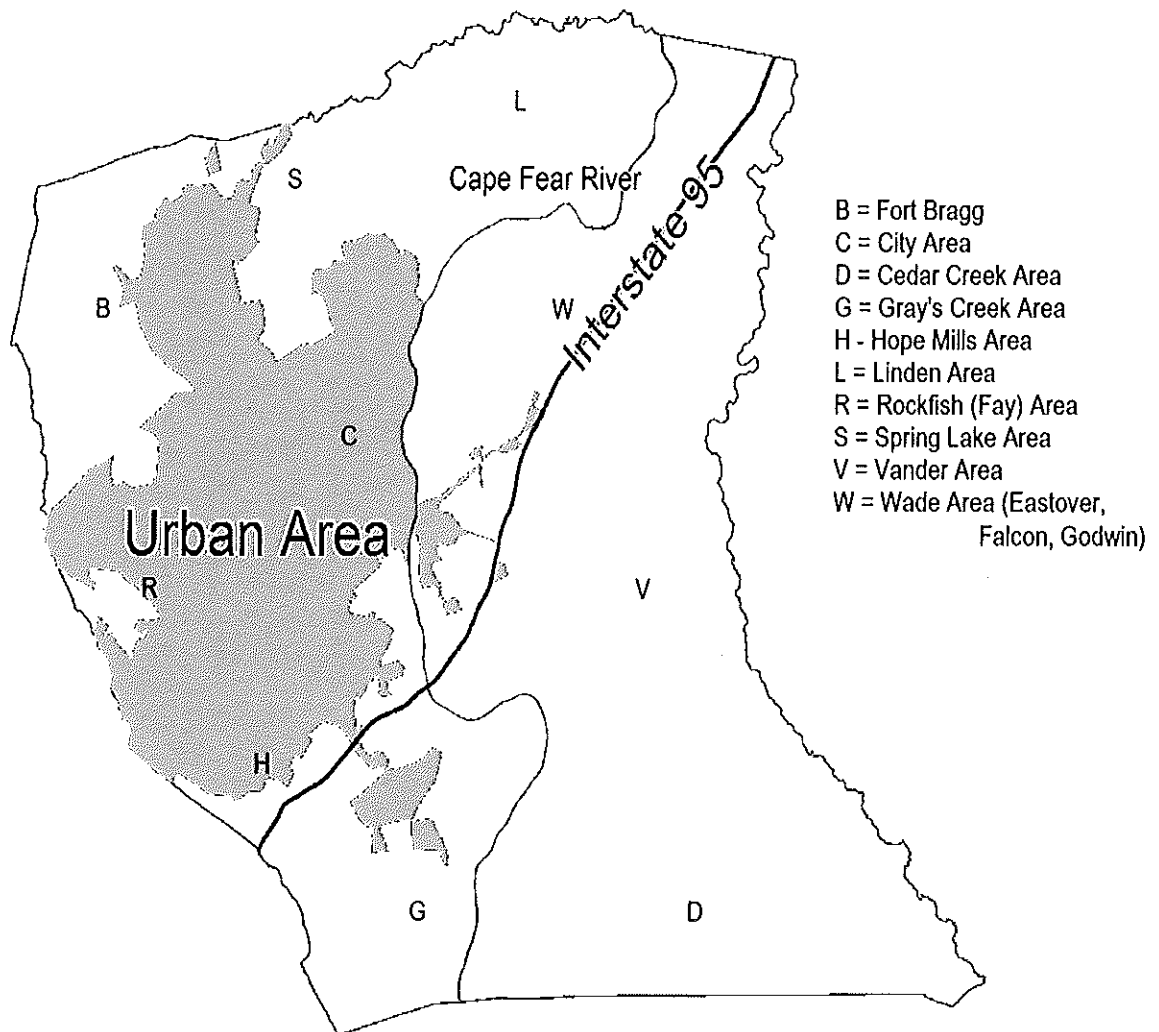
County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT G



V. SUBMITTAL PACKAGE

The following forms must be completed and submitted for a Proposer to be considered a candidate for the contracts described in the RFP. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms. Proposers should turn in the envelope separate from submittal package.

Submittal Checklist

Prior to submitting a proposal, the Proposer should use the following checklist to ensure completeness of the submission package. This form need not be submitted with the proposal.

- One (1) signed Cost Proposal Worksheet in sealed envelope (one per proposal contract)
- One (1) original and five (5) copies of the completed submittal forms package made up of the following documents:
 - Cover letter including a brief description of organization and intention to provide services for the program
 - Information and Qualification Proposal Worksheets
 - Manager's resumes
 - Written driving record from the State Motor Vehicles Division for all drivers
 - Copies of Red Cross certifications, if applicable
 - Articles of Incorporation, if applicable and all business licenses
 - Disadvantaged Business Enterprise (DBE) certification, if applicable
 - Statement of insurability or current insurance policy that shows the minimum insurance threshold listed within this RFP
 - Business References
 - Attachment A
 - Attachment B
 - Attachment C or D (**Only one shall be submitted to be eligible for award**)
 - Attachment E
 - Attachment F

Information and Qualification Proposal Worksheets

(Electronic copies are available upon request.)

1. General Information and Qualifications

A. Identification of Proposer

Name of Organization: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Federal Tax ID # _____

B. Name and Title of Individual to Contact for Further Information:

C. Legal Status of Organization: (Check one)

☐ For-profit corporation or joint venture corporation

☐ For-profit partnership or sole proprietorship

☐ Non-profit corporation

☐ Public agency

☐ Other (identify) _____

D. Description of Organization

Provide a brief description of the major business functions, history, and organizational structure (please provide copy of organizational chart) of the Proposer Organization. Attach and label as "Description of Proposer Organization."

E. Credit References

Attach names, addresses, phone numbers and relation to Proposer of at least three credit references including Proposer's bank. Label the attachment "Credit References."

F. Has Proposer, or any officer or partner of Proposer, failed to complete a contract?

Yes ___ No___

If yes, give details on separate sheet labeled "Failure to Complete Contract."

G. Proposed subcontractors and consultants

Attach company name, contact, address, phone, and anticipated role of any proposed subcontractor and/or consultant; also include three references for each proposed subcontractor and consultant. Label these attachments "Proposed Subcontractors and Consultants."

H. Disadvantaged and Small Business Status

A Disadvantaged Business Enterprise (DBE) is defined as a business at least 51% of which is owned, operated, and controlled by minority group members, or in the cases of publicly owned businesses, at least 51% of which is owned, operated, and controlled by minority group members. "Minority Group Members" are defined as Blacks, Hispanics, Asian American, American Indians, Alaskan Natives, or women regardless of race or nationality. A Small Business is defined under Small Business Administration (SBA) section 8(a) rules. Please submit a printout from the NDCOT Directory of Certified DBE's to verify DBE Status. www.ebs.nc.gov/VendorDirectory/default.html

Check the appropriate status of Proposer's business:

DBE _____ Small Business _____
Neither DBE or Small Business _____

I. Vehicles

Does Proposer understand that providing its own vehicles is a necessary component of this proposal?

Yes _____ No _____

Attach descriptions and pictures of proposed vehicles (year, manufacturer, model, number of miles, seating capacity, ADA accessibility, etc.). Label "Proposed Vehicles."

Proposer must provide documentation that accessible vehicles are ADA compliant. These vehicles must meet all vehicle, lift or ramp, wheelchair station, lighting, signage, and any other ADA requirements specified in 49 CFR 38 (*see ADA accessibility attachment*).

J. Is any litigation pending against Proposer or any officer or partner of Proposer's organization?

Yes _____ No _____

If yes, give details on separate sheet labeled "Pending Litigation."

K. Service References

Please tell us about (up to three) similar contracts which the Proposer organization has provided service under. Label additional pages "Service References".

Service Reference # _____

Firm Name: _____

Street: _____

City, State, Zip Code: _____

Contact Person: _____ Telephone Number: () _____

Length of Service: from _____ to _____

Please describe the services Proposer provided to this organization by checking as many of the following as apply:

_____ Fixed Route	_____ Charter
_____ Demand Response (Paratransit)	_____ Daily School Bus Service
_____ Other (describe) _____	

Average number of miles operated per weekday: _____

Days of operation: _____

Average number of vehicles operated per weekday: _____

Types of vehicles operated: _____

Types of users (ex. general public, disabled, etc.): _____

Please use additional sheets to provide any further information about this reference. Label "Additional information: Service Reference #____".

2. Maintenance Program

Describe how the program Proposer will follow for maintenance, inspection and cleaning of vehicles.

3. Driver Standards

Please describe Proposer's current hiring standards and training and safety programs for drivers. Additionally, please describe your current drug and alcohol policy and testing procedures (Note: Testing must comply with those of the Community Transportation Program upon execution of contract).

4. Service Description

Please provide a detailed description of how Proposer plans to provide this service. The description should demonstrate understanding of the program as detailed in this RFP. Additionally, any minimum requirements which Proposer proposed to exceed should be described. The description should include, but by no means be limited to, Proposer's plan for scheduling and dispatch, administration, management and support, use of radios or cell phones, etc.

5. Implementation and Management Plan

Describe Proposer's strategy and timeline for implementing transportation services. Describe the management structure for this contract. Emphasis should be on a timely, thorough implementation plan and the assurance of service quantity, quality, and efficiency.

6. Safety Policy and Emergency Procedures

In this section, the Proposer should state the company policy on safety and also describe procedures for handling emergency situations.

The Proposer, _____, hereby certifies and affirms to the truthfulness and accuracy of the information provided in the above Information and Qualification Proposal Worksheets Form.

Date

Signature of Proposer

Name and Title of Proposer

EDTAP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

RGP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

EMPL Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

- The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

AAA Medical Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

AAA General Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

5310 Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS *for* ROLLING STOCK PURCHASES

1. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement, FTA MA (23), dated October 1, 2016; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement & Lessons Learned Manual", October 2016; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, dated December 26, 2014, will supersede and apply in lieu of U.S. DOT's common grant rules, 49 C.F.R. parts 18 and 19, State and Local Governments and Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and any subsequent amendments or revisions thereto.

THE FOLLOWING MAY BE USED SYNONYMOUSLY:
"BIDDER" AND "CONTRACTOR"
"PURCHASER", "PROCURING AGENCY" AND "OWNER"

2. Federal Changes

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

1. FTA's new authorizing legislation, 49 U.S.C. chapter 53, as amended, by the following:
 - a. The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,
 - b. The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the "Surface Transportation and Veterans Health Care Choice Improvement Act of 2015," Public Law No. 114-41, July 31, 2015, and other authorizing legislation to be enacted and
 - c. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU technical Corrections Act of 2008, Public Law No 100-244, June 6, 2008.
2. Continuing resolutions or other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2016.
3. Title 23, U.S.C. (Highways)
4. Other federal legislation FTA administers, as FTA so determines.

3. Notification of Federal Participation

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

4. Definitions

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

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

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

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

5. Conflict of Interest

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

6. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352(b) (5), as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.); 2 C.F.R. §200.450, and 2 C.F.R. Part 200 appendix II (j). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

7. Civil Rights Laws and Regulations

The following Federal Civil Right laws and regulations apply to all contracts and flow down to all third party contractors and their contracts at every tier.

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

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

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

(a) Race, Color, Religion, National Origin, Disability, Age, Sex, Sexual Orientation, Gender Identity, or Status as a Parent - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act, 28 C.F.R. § 50.3, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including gender identity), disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor agrees to comply with FTA Circular 4704.1A Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients, dated October 31, 2016.

(b) Equal Employment Opportunity Requirements for Construction Activities. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-

1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal regulations, "Miscellaneous Civil Rights Amendments (RRR)," pertaining to nondiscrimination on the basis of disability within 49 C.F.R. Parts 27, 37, and 38 were published in 79 Fed. Reg. 21402, April 16, 2014; and
- (12) FTA Circular 4701.1, Americans with Disabilities Act (ADA) Guidance, dated November 4, 2015.
- (13) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

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

(7) **Environmental Justice.** (According to the Master Agreement, this section is now under Environmental and applicable for Environmental Studies)

(8) **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.

(9) **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.

(10) 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.

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

8. Contracting with Disadvantaged Business Enterprises

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

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

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

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

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

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

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

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

As part of its DBE program, the Procuring Agency must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid. The Contractor understands and agrees that as a condition of being authorized to bid on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR§ 26.49.

*The requisite "Transit Vehicle Manufacturer's Certification" is included as ATTACHMENT B and **MUST** be completed and executed for ALL contracts and submitted with the bid or quote.*

A BID OR QUOTE THAT IS SUBMITTED WITHOUT THE CERTIFICATION WILL NOT BE CONSIDERED FOR AWARD.

9. Clean Air Act and Federal Water Pollution Control Act

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and 2 C.F.R. Part 200, Appendix II (g). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387) and 2 C.F.R. Part 200, Appendix II (g).

10. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

11. 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. § 5323(c)(2)), as amended by MAP-21, ; 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 were published in the Federal Register, 78 Fed. Reg. 8963, February 7, 2013; 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 "Efficient environmental reviews for project decision making", 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, "Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006. Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319 Accelerated Decisionmaking in Environmental Reviews," dated January 14, 2013, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

12. Cargo Preference - Use of United States-Flag Vessels

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

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

13. Buy America

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts.

The contractor agrees to comply with 49 U.S.C. 5323(j), 49 C.F.R. part 661, and the FAST Act Section 3011, effective date October 1, 2015, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. § 661.11. Train Control, Communication and Traction Power Equipment. For purposes of Buy America, rolling stock includes train control, communication, and traction power equipment (49 U.S.C. 5323(j) (2) (C)). See also 49 CFR 661.11(t), (u), and (v). The domestic content requirement in effect on the date a contract was signed for train control, communication, and traction power equipment will control. If the contract is signed in FY2016 or FY2017, the contract shall require an overall domestic content that exceeds 60 percent; if a contract is signed in FYs 2018 or 2019, the contract must include an overall domestic content percentage that exceeds 65 percent; and if a contract is signed in FY2020 or beyond, the domestic content must exceed 70 percent.

For purchase orders placed against State schedules on or after October 1, 2015, for rolling stock that will be delivered in FY 2016 or 2017, the domestic content requirement must exceed 60%. For purchase orders placed against State schedules for rolling stock that will be delivered in FYs 2018 or 2019, the domestic content must exceed 65%, and for purchase orders placed against State schedules for rolling stock that will be delivered in FY 2020 or beyond, the domestic content must exceed 70%.

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

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

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

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

14. Fly America

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. First tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

a) *Definitions.* As used in this clause--

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

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

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

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

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

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

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

15. Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, 2 C.F.R. § 200.213, and 2 C.F.R. Part 200 Appendix II (I). These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any

tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), at <https://www.sam.gov/> in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 and 12689. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

If the Procuring Agency or NCDOT suspends, debar, or takes similar action against a Contractor or subcontractor, the NCDOT will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the NCDOT is located or implements the Project,
- (b) FTA Headquarters Manager that administers the Grant, or
- (c) FTA Chief Counsel, and
- (d) NCDOT/Public Transportation Division.

The requisite Debarment and Suspension Certification is included as ATTACHMENT E (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. Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

Pre-Award Audit:

The two lowest bidders, determined at bid opening, will be required to submit the following information within three working days of the Purchaser's request. Pre-award information may also be submitted with the bid.

- (1) Buy America Requirements: (for contracts of \$150,000 and more)

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 13. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that the applicable* cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

- a) the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
- b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of the final assembly; and
- c) a copy of the letter from FTA granting a waiver on the vehicle(s) for all or part of the Buy America requirement under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act (STAA) of 1982, as amended;

**For purchase orders placed against State schedules on or after October 1, 2015, for rolling stock that will be delivered in FY 2016 or 2017, the domestic content requirement must exceed 60%. For purchase orders placed against State schedules for rolling stock that will be delivered in FYs 2018 or 2019, the domestic content must exceed 65%, and for purchase orders placed against State schedules for rolling stock that will be delivered in FY 2020 or beyond, the domestic content must exceed 70%.*

(2) Federal Motor Vehicle Safety Standards (FMVSS) Certification: (must be completed for all purchases)

The Contractor shall submit:

- a) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or
- b) the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.

(3) Solicitation Specification Requirements:

The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

Please refer to EXHIBIT I regarding computation of component and subcomponent parts.

Post-Delivery Audit:

Upon completion of the vehicle(s), and prior to filing of the title, the successful bidder shall provide the information indicated in 1-3 above. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy America compliance shall be cause for rejection of the vehicle(s).

Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

*Note - The term "manufacturer" shall include, but not be limited to, the chassis manufacturer; the secondary manufacturer; a second party providing additions or modifications to the vehicle, and/or the bidder.

The two lowest bidders, determined at bid opening, will be required to submit the Pre-Audit information within three (3) working days of the Purchaser's request. This information may also be submitted with the bid. This pre-award audit information is required to be eligible for award of the bid. Failure to comply with this requirement shall be cause for rejection of the bid.

17. 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.

18. Termination or Cancellation of Contract

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier, as referenced in 2 C.F.R. § 200.339 and 2 C.F.R. Part 200, Appendix II (B).

Termination for Convenience - The Owner 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 best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Owner to be paid the Contractor. If the Contractor has any property in its possession belonging to Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs.

Termination for Default (Breach or Cause) - If the Contractor does not deliver services in accordance with the contract delivery schedule, or if the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Owner 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.

Opportunity to Cure - The Owner, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Owner setting forth the nature of said breach or default, 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 Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

19. Violation and Breach of Contract, Rights and Remedies

All contracts in excess of \$150,000 shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate as provided in 2 C.F.R. § 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Rights and Remedies of the Owner - The Owner shall have the following rights in the event that the Owner deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include the Contractor and any subsequent named subcontractor.

Rights and Remedies of the Contractor - Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Owner, the Contractor expressly agrees that no default, act or omission of the Owner shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Owner directs Contractor to do so) or to suspend or abandon performance.

Remedies - Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the Owner will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the Owner takes action contemplated herein, the Owner will provide the Contractor with sixty (60) days written notice that the Owner considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

If there is credible evidence that a Third Party Participant (Contractor) has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Federal funding, notification of FTA is required.

If a legal matter as described above emerges, the Owner must promptly notify the NCDOT, which in turn will notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or FTA Regional Counsel for the Region (IV).

20. Resolution of Disputes

All contracts in excess of \$150,000 shall contain contractual dispute and remedies as appropriate as provided in 2 C.F.R. § 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

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.

Alternative Dispute Resolution – The Owner and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the Owner and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Owner's direction or decisions made thereof.

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

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

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

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

21. Protest Procedures

To ensure that protests are received and processed effectively the Owner shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Owner before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Owner'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.

The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of NCDOT's final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest.

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.

22. Contract Work Hours and Safety Standards for Awards Not Involving Construction

For all contracts in excess of \$100,000 the Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5 and as referenced in 2 CFR part 200 Appendix II (E).

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

23. No Federal Government Obligations to Third Parties

The No Obligation clause extends to all third party contractors and their contracts at every tier.

The Owner 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 Owner, 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.

24. Program Fraud and False or Fraudulent Statements or Claims and Related Acts

The Program Fraud clause requirements extend to all third party contractors and their subcontracts at every tier.

(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. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, 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, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, 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.

25. Access to Records and Reports and Record Retention

The record keeping and access requirements extend to all third party contractors and their contracts at every tier. Under 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336, FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

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

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of

at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

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, invoices, 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) and 2 C.F.R. § 200.336.

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.

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

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for a period of 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.

26. Bus Testing Program

The Bus Testing requirements pertain only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. The PROCURING AGENCY is responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. Part 665.

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the PROCURING AGENCY.

The Contractor [Manufacturer] agrees to comply with FTA regulations, "Bus Testing," 49 C.F.R. Part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended by MAP-21 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

The Bus Testing Certification is included as ATTACHMENT F and must be executed for ALL contracts prior to the award of the contract.

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 USDOT, whether or not expressly set forth in the preceding contract provisions. In order to comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements, all contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, the current Master Agreement, and 2 C.F.R 200 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 requests which would cause the Procuring Agency 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 Owner of this 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 Owner or its agents who are involved in the delivery or processing of contractor goods to the Owner. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

30. Safe Operation of Motor Vehicles

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier. In compliance with Federal Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402 (Increasing Seat Belt Use) and Executive Order No. 13513 Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009,

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

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

31. 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 sub-contracts using exclusionary or discriminatory specifications or requirements.

32. 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.

33. North Carolina State Ethics Requirement

Pursuant to 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 and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
 - (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

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

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

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

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

34. Sensitive Security Information

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

35. National Intelligent Transportation Systems Architecture and Standards *(applicable to ITS projects)*

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice,

"FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001 and all other federal guidance.

36. NC E-Verify Requirements

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements by executing and submitting the E-verify Affidavit included in this Invitation for Bids as **Attachment G**. *(Form required for all equipment requiring installation)*

EXHIBIT I

PRE AWARD AND POST DELIVERY AUDIT REQUIREMENTS:

Component Cost requirements of the manufacturer to meet Buy America:

The cost of components that are produced in the US (domestic) must be more than 60% of the cost of all the components of a vehicle and final assembly takes place in the US.

For a component to be domestic, more that 60% of the subcomponents cost must be of domestic origin and manufacture of component must be in US

Level of documentation of costs required must comply with 661.11(o)(1):

The cost of a component or a subcomponent is the price that a bidder or contractor must pay to a subcontractor or supplier for that component or subcomponent.

The cost used in the computation of domestic content may include appropriate fully allocated costs of the component or subcomponent, which would include overhead and profit allocation.

Costs may be presented in percentage form or dollar amount.

Domestic Content Example

<u>Item</u>	<u>Total Cost of Components</u>	<u>Percent/Domestic</u>
One bus (ABC Mfr.)	\$100	At least 60% of total cost

60% Domestic Component

<u>Component</u>	<u>Domestic content</u>
1. Engine (X Co.)	\$30 (30% of total component cost)
2. Transmission (Y Co.)	\$20 (20% of total component cost)
3. Wheels (Z Co.)	<u>\$15</u> (15% of total component cost)
Subtotal	\$65 (65% of total component cost) (5% more than required; no further components needed)

Breakdown of components for domestic sub-component content

<u>Sub-component</u>	<u>Domestic content</u>
1. Engine (total cost \$30)	
a) Valves (A Co.)	\$12.00 (40% of cost of engine)
b) Block (B Co.)	<u>\$10.50</u> (35% of cost of engine)
Subtotal	\$22.50 (75% of cost of engine) (15% more than required)
2. Transmission (total cost \$20)	
a) Gears (C Co.)	\$ 4.00 (20% of cost of trans.)
b) Housing (D Co.)	<u>\$ 8.00</u> (40% of cost of trans.)
Subtotal	\$12.00 (60% of cost of trans.) (minimum percent achieved)
3. Wheels (total cost \$15)	
a) Castings (F Co.)	<u>\$10.00</u> (66.7% of cost of wheels)
Subtotal	\$10.00 (66.7% of cost of wheels) (6.7% more than required)

APPENDIX 1

SAMPLE BUS AND VAN SPECIFICATION CHECKLIST

This checklist is based on the provisions of Subpart B of 49 CFR Part 38, the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

All dimensions listed are subject to conventional engineering tolerances, including anticipated normal wear not exceeding accepted industry-wide standards and practices.

For each required specification included below, indicate in the left-hand margin if the vehicle meets the specification, does not meet the specification, or the specification is not applicable to the vehicle being inspected. If the vehicle does not meet the specification, note actual measurements in the space provided to the right. Indicate actual measurements clearly.

For some specifications (such as lift design load, securement strength, etc.), it may be appropriate to refer back to the manufacturer's information that was provided with the vehicle

GENERAL INFORMATION

Name of Public Entity	
Fleet Number Assigned by Public Entity/Contractor (if applicable):	
Type of Vehicle: (check one)	
• Van	
• Bus (22 feet in length or under)	
• Bus (greater than 22 feet in length)	
Make/Model	
Year	
Name of Person Conducting Review	
Signature	
Date	

LIFT SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	The design load of a lift must be at least 600 pounds. Working parts must have a safety factor of at least six. Non-working parts shall have a safety factor of at least three. [§ 38.23(b)(1)]	
	Controls must be interlocked with the brakes, transmission, or door so that the vehicle cannot move unless the interlock is engaged. [§ 38.23(b)(2)(i)]	
	Controls must be "momentary contact type" (meaning they require constant pressure) and must allow the up/down cycle to be reversed without causing the platform to "stow" while occupied. [§ 38.23(b)(2)(i)]	
	Lifts must be equipped with an emergency backup system. The emergency backup system shall be capable of being operated both up and down without the platforms "stowing" while occupied. [§ 38.23(b)(3)]	
	Must be designed so that in the event of a power failure, the platform cannot fall faster than 12 inches per second. [§ 38.23(b)(4)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Must have an inner barrier or inherent design feature to prevent the mobility aid from rolling off the side closest to the vehicle until the platform is in its fully raised position. [§ 38.23(b)(5)]	
	Side barriers must be at least 1 1/2 inches high. [§ 38.23(b)(5)]	
	The "loading-edge" (or outer) barrier shall be sufficient to prevent a power wheelchair from riding over or otherwise defeating it. If this barrier is automatic, it must close when the platform is no more than 3 inches off the ground. If the outer barrier is to be driver operated, it must have an interlock or inherent design that prevents the platform from being raised until the barrier is closed or other system is engaged. [§ 38.23(b)(5)]	
	The platform surface must be slip resistant with no protrusions over 1/4 inch. [§ 38.23(b)(6)]	
	The platform must be at least 28 1/2-inches wide measured at the platform surface and at least 30 inches wide measured from 2 inches above the platform surface to 30 inches above the surface. It must also be at least 48 inches long measured from 2 inches above the surface to 30 inches above the surface. [§ 38.23(b)(6)]	
	Gaps between the platform surface and any barrier can be no more than 5/8 inch. Semi-automatic lifts can have a handhold in the platform that measures no more than 1 1/2 inches by 4 1/2 inches. [§ 38.23(b)(7)]	
	When in the fully raised position, the platform surface must be vertically within 5/8 inch of the finished floor and horizontally within 1/2 inch of the finished floor. [§ 38.23(b)(7)]	
	The ramp from ground to platform (often the lowered outer barrier) must have a slope of no more than 1:8 for a maximum rise of 3 inches (i.e., if platform is 1 inch off the ground, ramp must be at least 8 inches long). If the threshold from ground to ramp (i.e., the thickness of the ramp material) is more than 1/4 inch, it must be beveled with a slope no greater than 1:2. [§ 38.23(b)(8)]	
	The platform must not deflect more than 3 degrees in any direction when a 600-pound load is placed on the center of the platform. [§ 38.23(b)(9)]	
	The platform must raise or lower in no more than 6 inches per second. The platform must be stowed or deployed in no more than 12 inches per second. Horizontal acceleration can be no more than 0.3 g. [§ 38.23(b)(10)]	
	Components of a lift must be designed to allow boarding in either direction. [§ 38.23(b)(11)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Must be equipped with two handrails that move in tandem with the lift platform. Handrails must be 30-38 inches above the platform surface and must have a useable grasping area of at least 8 inches. Handrails must be capable of supporting 100 pounds, must have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and must have at least 1 1/2 inches of "knuckle clearance." [§ 38.23(b)(13)]	
	Lifts may be marked to identify the preferred standing position. [§ 38.23(b)(12)]	

RAMP SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Ramps 30 inches or greater in length must have a design load of 600 pounds. Ramps under 30 inches in length must have a design load of 300 pounds. [§ 38.23(c)(1)]	
	Ramp surface must be continuous and slip resistant. Protrusions can be no more than 1/4 inch. [§ 38.23(c)(2)]	
	Ramps must be at least 30 inches wide. [§ 38.23(c)(2)]	
	Ramps must accommodate both three-wheeled and four-wheeled mobility aids. [§ 38.23(c)(2)]	
	If the threshold from the ground to the ramp surface exceeds 1/4 inch, it must be beveled with a maximum slope of 1:2. [§ 38.23(c)(3)]	
	Side barriers, at least 2 inches high, must be provided. [§ 38.23(c)(4)]	
	<p>Ramps must have the least slope practicable. When the ramp is deployed to ground, the slope cannot exceed 1:4 (i.e., for a vehicle with a finished floor 12 inches above the ground, a 48-inch ramp would be needed). When deployed to a 6-inch curb the following maximum slopes would apply:</p> <p>Finished floor height above 6-inch curb</p> <ul style="list-style-type: none"> • 3 inches or less – maximum slope of 1:4 • 6 inches or less, but more than 3 inches – maximum slope of 1:6 • 9 inches or less, but more than 6 inches – maximum slope of 1:8 • Greater than 9 inches – maximum slope of 1:12 <p>[§ 38.23(c)(5)]</p>	
	The ramp must be firmly attached to the vehicle. [§ 38.23(c)(6)]	
	Gaps between the ramp and vehicle finish floor can be no more than 5/8 inch. [§ 38.23(c)(6)]	
	A compartment or securement system must be provided for the ramp to keep it from impinging on the space set aside for mobility aid users and to keep it from becoming a hazard in the event of a sudden stop. [§ 38.23(c)(7)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Handrails are not required. If they are provided, however, they must support 100 pounds, be 30 to 38 inches above the ramp surface, have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and be continuous for the full length of the ramp. [§ 38.23(c)(8)]	

SECUREMENT AREA

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Vehicles over 22 feet in length must have two (2) securement locations. Vehicles 22 feet and under must have one (1) securement location. Vehicles are to be measured from the front-most part to the rear-most item (including the bumpers). [§ 38.23(a)]	
	<p>Wheelchairs and mobility aids must be oriented as follows:</p> <ul style="list-style-type: none"> For vehicles greater than 22 feet in length, at least one securement position must be forward facing. Other securement areas can be either forward or rear facing. For vehicles 22 feet in length or less, the one required position can be either forward or rear facing. <p>[§ 38.23(d)(4)]</p>	
	<p>If wheelchair and mobility-aid users are secured in a rear-facing orientation, a padded barrier must be provided. The barrier must be 18 inches wide and extend from 38 inches to 56 inches above the floor.</p> <p>[§ 38.23(d)(4)]</p>	
	<p>Securement systems must have the following design loads:</p> <ul style="list-style-type: none"> For vehicle with a GVWR of 30,000 pounds or more: 2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid. For vehicles with a GVWR of less than 30,000 pounds: 2,500 pounds per clamp/strap and 5,000 pounds per mobility aid. <p>[§ 38.23(d)(1)]</p>	
	<p>Securement area must be located as close to the accessible entrance as possible. [§ 38.23(d)(2)]</p>	
	<p>A clear floor area of 30 inches wide by 48 inches long must be provided for each securement area. This can include an area up to 6 inches under a seat as long as there is a vertical clearance of at least 9 inches. If flip-seats are utilized, they cannot obstruct the required floor area. The required floor area can overlap the access path (the path of travel from the accessible entrance to the securement area). [§ 38.23(d)(2)]</p>	
	<p>The securement system must accommodate all common wheelchairs and mobility aids (any mobility aid not exceeding 30 inches in width and 48 inches in length and weighing no more than 600 pounds when occupied) and be operable by someone with average dexterity that is familiar with the system.</p> <p>[§ 38.23(d)(3)]</p>	
	<p>Securement systems must keep mobility aids from</p>	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	moving no more than 2 inches in any direction. [§ 38.23(d)(5)]	
	The securement system must be located to be readily accessed when needed but must not interfere with passenger movement or be a hazard to passengers. It should also be reasonably protected from vandalism. [§ 38.23(d)(6)]	
	A seat belt and shoulder harness must be provided for each securement position. The seat belt and shoulder harness must be separate from the securement system for the mobility aid. [§ 38.23(d)(7)]	
	A sign must be provided which indicates that the securement area is to be used by persons who use wheelchairs and mobility aids. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(b), § 38.27(c)]	

GENERAL VEHICLE SPECIFICATIONS

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Aisles, steps, and floor areas must be slip resistant. [§ 38.25(a)]	
	Step edges, thresholds, and the boarding edge of ramps or lift platforms must have a band of color that contrasts with the step/floor surface. Typically, white or bright yellow is used to contrast against dark floors. [§ 38.25(b)]	
	<p>The height of doors at accessible entrances and the interior height along the path of travel between accessible entrances and securement areas shall be as follows:</p> <ul style="list-style-type: none"> • For vehicles 22 feet or longer, the clearance from the raised lift platform or the ramp surface to the top of the door must be at least 68 inches. • For vehicles less than 22 feet, the overhead clearance must be at least 56 inches. <p>[§ 38.25(c)]</p>	
	At least one set of forward-facing seats must be designated as priority seats for persons with disabilities. Signs identifying these as priority seats must be provided. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(a), § 38.27(c)]	
	Interior handrails and stanchions should not interfere with the path of travel of a common wheelchair from the accessible entrance to the securement areas. [§ 38.29(a)]	
	<p>Handrails and stanchions shall be provided in the entrance area and through the fare collection area to assist persons with disabilities as they enter and pay a fare. Some portion of this handrail/stanchion system must be able to be grasped from outside the vehicle to assist persons as they start to board. Handrails shall have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, shall provide a minimum of 1 1/2 inches of "knuckle clearance," and shall have eased edges with corner radii of not less than 1/8 inch.</p> <p>On vehicles 22 feet in length or longer which have fare collection systems, a horizontal assist shall be provided across the front of the vehicle to allow a person to lean against the assist while paying a fare. [§ 38.29(b)]</p>	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Handrails and stanchions shall also be provided to assist with on-board circulation, sitting and standing, and exiting the vehicle. [§ 38.29(b)]	
	For vehicles longer than 22 feet, an overhead handrail or handrails shall be provided which are continuous from front to back except for a gap at the rear doorway. [§ 38.29(c)]	
	For vehicles longer than 22 feet that have front door lifts or ramps, vertical stanchions immediately behind the driver shall either terminate at the lower edge of the aisle-facing seats or be "dog-legged" so that the floor attachment does not impede or interfere with wheelchair footrests. [§ 38.29(e)]	
	If the driver's seat must be passed by a wheelchair user, the pedestal shall not extend into the aisle or vestibule beyond the wheel housing, to the maximum extent practicable. [§ 38.29(e)]	
	Lighting of at least 2 foot-candles, measured on the step treads or lift platform, shall be provided in the step well or doorway immediately adjacent to the driver. Lighting shall activate when the door is opened. [§ 38.31(a)]	
	Other step well and doorways shall have similar lighting at all times. [§ 38.31(b)]	
	Lighting of at least 1 foot-candle shall be provided outside all doorways to illuminate the street surface for an area up to 3 feet perpendicular to the bottom step tread outer edge. Lighting shall be located below window level and shall be shielded to protect the eyes of entering and exiting passengers. [§ 38.31(c)]	
	Fareboxes are to be located as far forward as possible and must not obstruct traffic in the vestibule area, particularly wheelchairs and mobility aids. [§ 38.33]	
	Vehicles in excess of 22 feet used in multiple-stop, fixed route service must be equipped with a public address system. [§ 38.35(a)]	
	For vehicles in excess of 22 feet where passengers are permitted to exit at multiple stops at their option, a "stop request" control must be provided adjacent to the securement locations. The system shall provide both auditory and visual indications that the stop has been requested. Controls shall be located from 15 to 48 inches above the floor, shall be operable with one hand, shall not require tight grasping, pinching, or twisting of the wrist, and shall be activated by a force no greater than 5 lbf. [§ 38.37]	
	If destination or route information is displayed on the exterior of a vehicle, illuminated signs shall be	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	<p>provided at the front and boarding side of the vehicle. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 1 inch for signs on the boarding side and 2 inches for front "head signs." Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with background color.</p> <p>[§ 38.39]</p>	

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023024

COUNTY OF CUMBERLAND

This amendment to increase Service Contract 2023024 for EMPL funding by and between **B & W Transporting, Incorporated**, ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.


NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective December 18, 2023, the COUNTY and the CONTRACTOR mutually agree that the not to exceed amount of the contract will increase from \$73,347.00 to \$98,347.00.
2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective, the 18th day of December 2023.

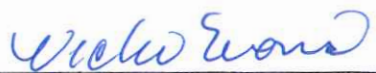
B & W Transporting, Incorporated.


Title: PRESIDENT

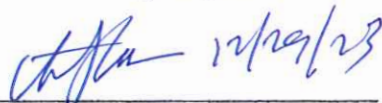
County of Cumberland

Chairman to the Board of Commissioners

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

BY: 
Finance Director

Approved for Legal Sufficiency upon formal execution by all parties:

BY:  12/29/23
County Attorney's Office

THIS AGREEMENT, hereinafter known as the 5310 AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and CHAPMANS MANAGEMENT COMPANY . (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, the COUNTY was awarded federal funds through the Federal Transit Administration's Section 5310 Program with the understanding that such funds are to be used pursuant to the purposes set forth in the Agreement, herein incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$50,000.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as

are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

30. NOTICES: Any notice to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed to the other party by certified mail return receipt requested the following addresses or to such other addresses as either party from time to time designates in writing to the other for the receipt of notice.

Chapmans Management Company
Barsheem Chapman
President
918 Hope Mills Road
Fayetteville, NC 28304
(910) 339-4987

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of

transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, CHAPMANS MANAGEMENT COMPANY PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Chapmans Management Company

Contract #: 2023026

Amount: \$ 50,000.00

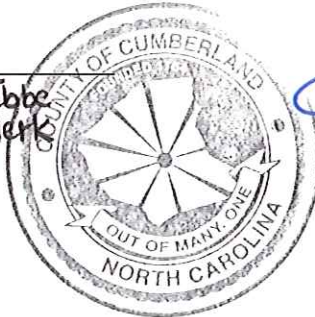
IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST

Andrea Tebbe
Gandice White
Clerk
Deputy Clerk



COUNTY OF CUMBERLAND

BY: [Signature]
Glenn Adams
Chair, Board of Commissioners

ATTEST

BY:
Witness

Chapmans Management Company

BY: [Signature]
Barsheem Chapman
President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: [Signature]
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: [Signature] 8/17/22
County Attorney's Office



CONTRACT WORKFLOW PROCESS
DEPARTMENT HEAD CERTIFICATION

The appropriate signatures have been obtained on the attached contract in accordance with Cumberland County Purchasing Policy. I certify there have been no other changes or updates made to the contract documents after the approval for Legal Sufficiency was provided.

Department: Planning and Inspections/CTP

Department Head Signature: *Randy Howard* Date: 8-19-22

Contract # 2023026



Contract Check List (Eff. 6/21/21)
Contract Number: 2023026

Please ensure that each requirement below is completed before checking the boxes. Only check boxes that apply to the contract being processed. **Please Note: If the item does not apply to this contract, notate NA in the box.** All incomplete contracts will be returned to the submitting department. Packets must be organized.

Description	✓ or NA
1. Only the vendor's signatures have been obtained. <u>All contracts \$50,000.00 or more require the County's Manager's signature. Contracts \$100,000.00 or more, resulting from a formal bid process, require the Board Chairman's signature, after Board approval.</u> The County Manager does not have to sign contracts that require the Chairman's signature.	✓
2. All attachments referenced in the contract language or applicable to the contract are included with the contract. If hyperlinks are included in the contract, the information included on the hyperlink must also be included as a hard copy.	✓
3. There are (3) signed originals. One copy should be single-sided and paper-clipped together, the others stapled.	✓
4. Correct solicitation process was followed, and the bid tabulation sheet or proposals are attached with hard copies. For services following an RFP process, the evaluation summary is included.	✓
5. If \$30,000 or more, the request for quotes/bids/proposals was posted on Vendor Self Service.	✓
6. If project qualifies for Federal reimbursement, Federal procurement guidelines have been followed. ➤ Required contract clauses are attached.	N/A
7. If the contract is for outside Legal services, the action agenda showing approval is attached. (Board approval is always required for this.)	N/A
8. If the contract is Information Services related (computer hardware, software, etc.) the subtype Computer Equipment box in Munis has been selected. When this subtype is selected the IS Director will be an approver in Munis. Once you release the Contract Entry into workflow, contract hard copies should be sent to the IS Director and IS will forward to Finance after their approval. This is applicable to all departments, including those with their own IS division.	N/A
9. The contract does not contain an "Indemnity Clause" or if it does, there is a capped amount. If there is a capped amount, a separate requisition is created to encumber this amount Req # . If there is an indemnity clause w/o a capped amount, ask the vendor, by email, if the language can be stricken. Include email with contract packet. *Contact County Legal if uncertain*	N/A
10. There is either a Total Amount or Not to Exceed amount listed in the contract.	✓

W9's & LEGAL ENTITY NAME REQUIREMENTS

****If there is a discrepancy between the W9, Secretary of State page and contract hard copy, contact County Legal to reconcile before sending the contract forward. Contact County Legal for any questions regarding the legal name requirements. There are other special circumstances/legal requirements that may apply to certain contracts. We are unable to determine this in Finance. We are listing below the basic requirements that should be followed.****

11. The vendor has a W9 in Munis and the date is less than one calendar year old. Confirm the W9 date here: 6-27-2022	✓
12. If the W9 is more than one year old a new W9 has been emailed to County Finance (Accounts Payable) to be attached in Munis. *Confirm (in Vendor Inquiry) the new W9 is attached before moving forward*	✓
13. The vendor name listed on the W9 matches exactly to the Secretary of State page (See number 15 & 16 below), including "inc", "llc", etc. **If "incorporated" is not abbreviated on one document, it should not be abbreviated on any of the documents** If the W9 does not match the State page, the vendor will need to submit an updated W9.	✓
14. The name listed on all pages of the contract is the same as the Secretary of State page and W9. This includes "inc", "llc", etc.	✓
15. There is (1) Contractor's Certification form and (1) Request for Finance & Legal Review form attached to the contract hard copies. Only one copy for the entire packet needed.	✓
16. A copy of the screen page from the NC Secretary's (or the State they are registered in) website showing they have an active status. The screen page MUST be attached!	✓
17. There is enough space for the pre-audit and Legal signatures, or a signature page is attached. The "Signature Page" document is not needed if there is room for all signatures on the existing signature page that is signed by the vendor.	✓
18. E-Verify Statement is in the contract language or a signed E-Verify memo is attached to each original copy for a total of (3). The E-verify memo does have to be signed by the vendor. If both the E-verify & Iran statements are missing from the contract, there is also a single form with both statements that can be signed, available on the Intranet.	✓
19. Iran Statement is in the contract language or the Iran statement is attached to each original copy for a total of (3). The Iran statement does not have to be signed by the vendor.	✓
20. There are tabs identifying all signature pages.	✓
21. Requisition has been entered but not released and has a status of "Allocated". The requisition amount is equal to the contract not to exceed amount. Requisition #: 51	✓
22. Contract Entry in Munis released into workflow. Make sure any attachments in Contract Entry are PDF files. NO Excel/Word/etc. documents that show as a link to be downloaded.	✓

Contact Name Ifetayo Farrakhan Certifying accuracy and completion: Department Head

David B. Morn
for Rauls Howard

REQUEST FOR LEGAL AND FINANCE REVIEW OF CONTRACT (EFF. 6/21/21)

The undersigned requests legal review of the contract between Cumberland County and Chapmans Management Company

The undersigned certifies as follows:

If legal review is not required, indicate the reason below.

- ☐ 1. The only other party to this contract is a department or agency of the government of the United States or the State of North Carolina.
- ☐ 2. This contract requires the expenditure of not more than \$5,000 in any fiscal year.
- ☐ 3. The county and this contractor or vendor have had this same contract in place for the current and past fiscal years without any dispute and the only change to the existing contract is extending the term and/or increasing the contract amount.

!!MUST RESPOND!! Does this purchase qualify for federal reimbursement (ex. FEMA reimbursement or federal grant)

Yes or No? NO, If Yes, have federal procurement guidelines been followed? Yes, a copy of the County's *FEMA Contract Clauses* is attached to each original hard copy Yes.

****Completion of the Uniform Guidelines Checklist is advised****

This contract was obtained through the following process

****Only select an option if process was followed. Backup is required**:**

Service/Purchase/Construction

☐ Solicitation of quotes (5,000 – 29,999.99)

Purchase (Items, Apparatus, Materials)

☐ Informal bids (30,000 – 89,999.99)

☐ Formal bids (90,000 and above)

Service Formal

☒ Informal RFP (30,000 and above)

Construction

☐ Informal bid (30,000 – 499,999.99) Attach Proof of General Contractors License or if not required, explain below.

☐ Formal bid (500,000 and above) Attach Proof of General Contractors License or if not required, explain below.

Engineering/Consulting/Architect

☐ RFQ (Any amount)

- Does this contract with this vendor also include construction work? Yes If so, was an RFQ the only bid process followed? Yes

- Please Explain:

If none of the above, provide justification/explanation:

Please complete and initial each item below.

1. Date contract was approved by BOC (Put NA if Not Applicable) May 16, 2022
2. All statutory requirements applicable to the process were followed.
3. All applicable Cumberland County purchasing and contracting requirements were followed.
4. All applicable documentation required by the Cumberland County Finance Office has been submitted.

Certified by: Ifetayo Farrakhan for the Planning & Inspections/CTP Department of Cumberland County.

Signature: [Signature] Date Submitted: June 23, 2022

Boxes are for Purchasing Office Only

Put NA or Cross Through Where Not Applicable

Completed By (Initial): [Initials]

SAM CHECKED: Yes IRAN LIST CHECKED: Yes

DOA CHECKED: Yes

- W9 requirements on checklist met Yes Name requirements met Yes
- Requisition or PO checked Yes Budget code checked Yes Does the contract qualify as c.o.? Yes Is the Req. or POM coded to c.o.? Yes If yes, original budget or budget revision verified? Yes
- Correct solicitation process followed Yes If \$30,000 or more, request posted on Vendor Self Service Yes
- Quotes, bid tabulation or evaluation summary attached in Munis to Contract Entry or included with hard copies Yes
- Board Agenda attached Yes If so, actual minutes reviewed Yes Does the minutes and agenda match the contract (vendor, amount, approvers, etc.) Yes
- Required signatures verified Yes Effective date verified Yes
- Contract includes indemnification language Yes If yes, there is a capped amount? Yes If yes, there is a separate requisition encumbering the capped amount? Yes If no capped amount, there is an email from vendor authorizing to strike out language included with hard copy Yes
- Memo for approval of meal/food purchase attached Yes
 - Meal/Food amounts in line with GSA Yes

Construction Contracts Only:

If required, is the general contractor's license attached? Yes Is it still valid? Yes

Is bid bond required? Yes If yes, is a copy attached with hard copy? Yes

Is performance payment bond required? Yes If yes, is a copy included with hard copy? Yes

Notes:

Additional Check for Contract Amendments

- Change in line with original bid process and work? Yes

CONTRACTOR'S CERTIFICATION FOR LEGAL REVIEW OF CONTRACT WITH CUMBERLAND COUNTY (Eff. 6/21/21)

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and Chapmans Management Company as follows:

1. The contractor is
☐ an individual
☒ a corporation
☐ a limited liability company
☐ a unit of local government
☐ other: _____). (If the contractor is described as "other," a certified copy of the legal documents by which it is organized must be attached.)
2. The contractor's business address is 918 Hope Mills Road, Fayetteville, NC 28304.
(If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
3. If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?
☒ Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)
☐ No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
4. The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

If the contract was prepared or drafted by contractor or contractor's attorney, complete the following additional certifications:

5. This contract is made subject to the laws of the State of _____.
6. This contract ☐ does ☐ does not contain a provision which may require the county to indemnify the contractor. If it does contain this indemnity provision, the maximum amount for which the county may be liable under this indemnity is \$ _____. (An indemnity provision that is not capped may result in the contract not being accepted by the county.)
7. All obligations incurred by the county under the terms of this contract terminate on the following date: _____. (Any contract provision which extends the obligations of the county beyond the date the contract terminates will not be accepted by the county.)

The contractor agrees that the county does not waive its rights as to any provisions of the contract which are against the public policy of the State of North Carolina, regardless of the choice of law stated in the contract.

Certified by Barsheem Chapman for the contractor stated above.

Signature: _____

Date Submitted: 6/29/22

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

Business Corporation

Legal Name

Chapmans Management Company

Information

SosId: 1300587

Status: Current-Active ⓘ

Date Formed: 2/6/2013

Citizenship: Domestic

Fiscal Month: December

Annual Report Due Date: April 15th

CurrentAnnual Report Status:

Registered Agent: Chapmans Management Company

Addresses

Mailing

918 Hope Mills Road
Fayetteville, NC 28304

Principal Office

918 Hope Mills Road
Fayetteville, NC 28304

Reg Office

918 Hope Mills Road
Fayetteville, NC 28304

Reg Mailing

918 Hope Mills Road
Fayetteville, NC 28304

Officers

President

Barsheem Chapman
918 Hope Mills Road
Fayetteville NC 28304

Stock

Class: Common

Shares: 200

No Par Value: Yes

Search Results

Records Found: 1 **Search Type:** Starting **Search Criteria:** Chapmans Management Company
Search Time: 6/3/2022 12:18 PM [Search Again](#)

If the entity does not have an "Annual Report" button or monitor icon, the entity is not required to file annual reports with the NC Secretary of State's Office.

Entity Name			
Sos Id	Date Formed	Status	Type
Chapmans Management Company			
1300587	2/6/2013	Current - Active ⓘ	Business Corporation

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Chapmans Management Company	
	2 Business name/disregarded entity name, if different from above Southern Healthcare Network	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 918 Hope Mills Road	Requester's name and address (optional)
	6 City, state, and ZIP code Fayetteville, NC 28304	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

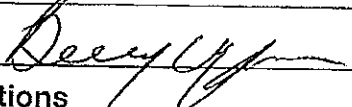
Social security number								
			-			-		
OR								
Employer identification number								
3	0	-	0	7	5	2	7	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 6/27/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
MAY 16, 2022
6:45 PM

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

Fayetteville-Cumberland Youth Council Members

Laiya Davis
Jaedyn Daniels

Recognition of 2022 Governor's Volunteer Service Awards

Individuals

Wilma Hernandez – Fayetteville Urban Ministry Adult Literacy Education Center
Duncan Harling – BSA Venturing Crew 32, AL Post 32 SAL Squadron 32
Stacey Buckner – Medallion Winner – Veterans Affairs Hospital / ServiceSource Employee
Jerel D. McGeachy, Jr. – East Freedom Council #33 Knights of Pythagoras
Casey Ferris – Hope Mills Area Chamber of Commerce
Jacqueline Crawford – Army Community Service
Patricia Ann Archie Jackson – Fayetteville-Cumberland County Senior Citizens Advisory Commission

Organizations/Groups

Duncan Harling, Jacob Dahman, Julia Dahman, Philip Ryan, Sean Ryan, Luke Frassel, Owen Walkinshaw, Patrick Cook, Liam Creasey and Logan Williamson - BSA Venturing Crew 32, AL Post 32
Bertha Council, John McCauley and Carol Ivey - U.S. Army Airborne & Special Operations Museum

PUBLIC COMMENT PERIOD

REQUEST TO REMOVE ITEM 4.E. FROM AGENDA

1. APPROVAL OF AGENDA

APPROVED WITH REMOVAL OF ITEM 4.E.

2. CONSENT AGENDA

Approved A. Approval of Proclamation Recognizing May 15-21, 2022 as National Public



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 16, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 5/9/2022

**SUBJECT: FY23 COMMUNITY TRANSPORTATION PROGRAM BID TAB FOR
PROPOSED SERVICES**

BACKGROUND

An evaluation committee consisting of five members of the Transportation Advisory Board (TAB), met Thursday, April 21, 2022 to review Cumberland County Community Transportation Program provider proposals. The Transportation Advisory Board then met on Thursday, April 26, 2022 to review and approve the recommendations from the evaluation committee for the following proposals: Section 5310 Transportation (5310) Employment Transportation (EMPL) Rural General Public Transportation (RGP) Area Agency on Aging Medical Transportation (AAA Medical) Area Agency on Aging General Transportation (AAA Gen) Elderly and Disabled Medical Transportation (EDTAP) The proposals were rated on proposal response, qualifications and experience, references, Disadvantaged Business Enterprise (DBE) efforts, and value for cost.

After review, B&W Transportation was recommended for the following contracts: 5310, EMPL, RGP, AAA Gen, and AAA Medical at a rate of \$30.00 per unit of service.

FAMIKS Transportation was recommended for the following contracts: 5310, RGP, AAA Medical, and EDTAP at a rate of \$34.00 per unit of service.

Chapman Management Company was recommended for the following contracts: 5310, EMPL, RGP, AAA Gen, and AAA Medical at a rate of \$30.00 per unit of service.

These three companies were recommended out of a total of four transportation providers that submitted proposals. Each was rated by the evaluation committee using the aforementioned criteria. A copy of the Bid Tab is attached with this memo.

The Transportation Advisory Board would like to request your approval to enter into contracts with the above

**Evaluation Sheet FY22 Request for Proposals for Provision of the FY 2023 Cumberland County
Community Transportation Program**

Vendor-Contractor	Proposed Rate per Trip	Terrasine Gardner				Totals
		Response	Qual. & Exp	References	DBE Efforts	
		25 Points	25 Points	10 Points	10 Points	30 Points
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	30
3 Chapman Management Co.	\$30.00	25	25	10	10	30
4 Squared, LLC	\$58.00	25	20	10	0	15
						70
Vendor-Contractor	Proposed Rate per Trip	Ashley Patterson				Totals
		Response	Qual. & Exp	References	DBE Efforts	
		25 Points	25 Points	10 Points	10 Points	30 Points
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	27
3 Chapman Management Co.	\$30.00	20	20	10	10	30
4 Squared, LLC	\$58.00	25	20	10	0	20
						75
Vendor-Contractor	Proposed Rate per Trip	Amber Gulch				Totals
		Response	Qual. & Exp	References	DBE Efforts	
		25 Points	25 Points	10 Points	10 Points	30 Points
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	30
3 Chapman Management Co.	\$30.00	24	24	10	10	30
4 Squared, LLC	\$58.00	25	25	10	0	20
						80
Vendor-Contractor	Proposed Rate per Trip	Nicole Willingham				Totals
		Response	Qual. & Exp	References	DBE Efforts	
		25 Points	25 Points	10 Points	10 Points	30 Points
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	30
3 Chapman Management Co.	\$30.00	25	25	10	10	30
4 Squared, LLC	\$58.00	25	25	10	0	20
						80
Vendor-Contractor	Proposed Rate per Trip	Nkechi Kamalu				Totals
		Response	Qual. & Exp	References	DBE Efforts	
		25 Points	25 Points	10 Points	10 Points	30 Points
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	30
3 Chapman Management Co.	\$30.00	20	20	10	10	30
4 Squared, LLC	\$58.00	20	20	10	0	20
						70
Vendor-Contractor	Proposed Rate per Trip					Average Scores
		Response	Qual. & Exp	References	DBE Efforts	
		25 Points	25 Points	10 Points	10 Points	30 Points
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	30
3 Chapman Management Co.	\$30.00	20	20	10	10	30
4 Squared, LLC	\$58.00	20	20	10	0	20
						75

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
JUNE 20, 2022
6:45 PM

INVOCATION - Commissioner Charles Evans

PLEDGE OF ALLEGIANCE -

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

APPROVED

2. PRESENTATIONS

- A. Presentation on Environmental Protection Agency (EPA) Lifetime Drinking Water Health Advisories for Four PFAS Chemicals

REQUEST TO REMOVE ITEM 3.E. FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION AND ACTION

3. CONSENT AGENDA

Approved A. Approval of Proclamation Recognizing Fayetteville Pride Fest

- B. Proof of Publication of Legislative Hearing June 6, 2022

NO ACTION NEEDED

Approved C. Approval to Pay Prior Year Invoice

Approved D. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy

- E. Approval of Contract with Motorola Solutions for Body Worn and In-Car Camera Equipment



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 20, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 5/26/2022

**SUBJECT: COMMUNITY TRANSPORTATION PROGRAM CONTRACTOR BID
FOR SERVICES**

BACKGROUND

At the May 16, 2022 Regular Meeting, the Board of Commissioners approved the bid tab for Community Transportation Program contractor services. The approval included 3 of 4 providers that submitted as part of the RFP response.

Since the Board's decision, the fourth vendor, Squared, LLC has provided clarification of their proposed rate of service. This vendor's original submittal was \$58 per trip. However, the vendor assumed the trip rate was for roundtrip costs as opposed to one-way. One way trips were specified and explained in the RFP. However, this vendor was not clear on the request. They have provided staff with an updated one-way trip rate of \$33.

Staff believes this new rate proposal of \$33 per trip is in conformance with the other three vendor's rates. If the Board of County Commissioners approve the bid proposal of this vendor, this will increase the total number of vendors providing transportation services in the County from 3 to 4 vendors for the FY23 budget year.

RECOMMENDATION / PROPOSED ACTION

At their June 9th, 2022 Agenda Session, the Board of Commissioners reconsidered and approved the bid proposal from Squared LLC at a rate of \$33 per trip and authorized the Chairman to sign the contract when pre-audited by Finance and approved for legal sufficiency.

FY 2022 BIDS FOR FY2023 CONTRACTS

Company Name	EDTAP Rate	RGP Rate	Empl Rate	5310	AAA Medical Rate	AAA General Rate
B&W Transporting Incorporated	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Famiks Transport, Inc.	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
Chapmans Management Company	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Squared LLC	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00

Jessica Hullender

From: Ifetayo Farrakhan
Sent: Thursday, August 4, 2022 2:03 PM
To: Jessica Hullender
Subject: RE: Contracts for Community Transportation

Yes please. And thank you.

From: Jessica Hullender <jhullender@co.cumberland.nc.us>
Sent: Thursday, August 4, 2022 12:51 PM
To: Ifetayo Farrakhan <ifarrakhan@co.cumberland.nc.us>
Subject: RE: Contracts for Community Transportation

Hi Ife,

Ok, thank you. So I have your permission to take these out of the contracts?

Thanks,

Jessica Hullender

Finance Accountant II
Financial Services

Cumberland County

O: 910-678-7730

www.cumberlandcountync.gov



From: Ifetayo Farrakhan <ifarrakhan@co.cumberland.nc.us>
Sent: Thursday, August 4, 2022 12:35 PM
To: Jessica Hullender <jhullender@co.cumberland.nc.us>
Subject: RE: Contracts for Community Transportation

These two forms are not applicable for this program. They are directly related to programs that purchase their vehicle directly from and with funds from NCDOT.

From: Jessica Hullender <jhullender@co.cumberland.nc.us>
Sent: Thursday, August 4, 2022 12:04 PM
To: Ifetayo Farrakhan <ifarrakhan@co.cumberland.nc.us>
Cc: Hank Graham <hgraham@co.cumberland.nc.us>
Subject: RE: Contracts for Community Transportation

ATTACHMENT B

TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF COMPLIANCE WITH 49 CFR PART 26.49

(Must be submitted with all bids. A bid, which does not include this certification, will not be eligible for award.)

This procurement is subject to the provisions of 49 CFR, Part 26.49. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid.

TRANSIT VEHICLE MANUFACTURER CERTIFICATION

_____, a TVM, hereby certifies that it has complied with the requirement of
(Name of Manufacturer)
49 CFR Part 26.49 by submitting a current annual DBE goal to FTA. The goals apply to Federal
Fiscal Year ____, October 1, ____ to September 30, ____ and have been approved or not
disapproved by FTA.

OR

_____, hereby certifies that the Manufacturer of the transit vehicle to
(Name of Dealer/Distributor)
be supplied, _____, has complied with the above-referenced
(Name of Manufacturer)
requirement of 49 CFR Part 26.49.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT F

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

(To be submitted with all bids.)

The undersigned certifies that the vehicles offered in this procurement comply and will, when delivered, comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665, and any amendments thereto, according to one of the following three alternatives.

(Indicate with an "X" only one of the following statements.)

1. ____ The vehicles offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Bid. If the configuration or components are not identical, the manufacturer shall provide with its Bid a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
2. ____ The vehicles offered are a new model, or with a major change in configuration or components to be acquired, and will be tested and the full bus testing report(s) and any applicable partial testing report(s) will be submitted to the Purchaser before final acceptance of the first vehicle.
3. ____ The manufacturer represents that the vehicles offered are "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Bid the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
4. ____ The manufacturer represents that the vehicles offered are not required to be bus tested.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

Search Results

Records Found: 1 **Search Type:** Starting **Search Criteria:** Chapmans Management Company
Search Time: 6/3/2022 12:18 PM [Search Again](#)

If the entity does not have an "Annual Report" button or monitor icon, the entity is not required to file annual reports with the NC Secretary of State's Office.

Entity Name			
Sos Id	Date Formed	Status	Type
Chapmans Management Company			
1300587	2/6/2013	Current - Active ⓘ	Business Corporation

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

Business Corporation

Legal Name

Chapmans Management Company

Information

SosId: 1300587

Status: Current-Active ⓘ

Date Formed: 2/6/2013

Citizenship: Domestic

Fiscal Month: December

Annual Report Due Date: April 15th

CurrentAnnual Report Status:

Registered Agent: Chapmans Management Company

Addresses

Mailing

918 Hope Mills Road
Fayetteville, NC 28304

Principal Office

918 Hope Mills Road
Fayetteville, NC 28304

Reg Office

918 Hope Mills Road
Fayetteville, NC 28304

Reg Mailing

918 Hope Mills Road
Fayetteville, NC 28304

Officers

President

Barsheem Chapman
918 Hope Mills Road
Fayetteville NC 28304

Stock

Class: Common

Shares: 200

No Par Value: Yes

REQUEST FOR PROPOSAL 600-RFPCUMBE

**The Community Transportation Program Attn:
Ifetayo Farrakhan, Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301**

**APRIL 18, 2022
Chapmans Management Company
918 Hope Mills Rd Fayetteville, NC 28304**

Cover letter

Chapmans Management Company certify they are not on the federal or state list of ineligible Contractors.

Chapmans Management Company is a multidisciplinary company certified as a North Carolina Historically Underutilized Business (HUB), Disadvantaged Business Enterprise (DBE), a Minority Business Enterprise (MBE), and a Small Professional Services Firm.

Chapmans Management Company Dba Southern Healthcare Network operates as a Sub Chapter S corporation registered to do business in the State of North Carolina.

The mission of Chapmans Management Company is to enhance opportunities and improve the quality of life of individuals we provide services too.

Chapmans Management Company intends to provide curb to curb service (in some cases door to door), management, dispatch; for clients within Cumberland County via contractual agreement with Cumberland County Community Transportation Program.

Services shall include:

- Elderly and Disabled Medical Transportation (State)
- Rural General Public Transportation (State)
- Employment Transportation (State)
- Elderly and Disabled Non-Medical Transportation 5310 (Federal/State)
- Area Agency on Aging Medical Transportation (State)
- Area Agency on Aging General Transportation (State)

Information and Qualification Proposal Worksheets

(Electronic copies are available upon request.)

1. General Information and Qualifications

A. Identification of Proposer

Name of Organization: Chapmans Management Compnay

Business Address: 918 Hope Mills Rd

Fayetteville, NC 28304

Telephone Number: 910-339-4987

Fax Number: 910-835-0932

Federal Tax ID # 300752705

B. Name and Title of Individual to Contact for Further Information:

Barsheem Chapman, Board Chairman

C. Legal Status of Organization: (Check one)

- ☒ For-profit corporation or joint venture corporation
☐ For-profit partnership or sole proprietorship
☐ Non-profit corporation
☐ Public agency
☐ Other (identify) _____

D. Description of Organization

Provide a brief description of the major business functions, history, and organizational structure (please provide copy of organizational chart) of the Proposer Organization. Attach and label as "Description of Proposer Organization."

E. Credit References

Attach names, addresses, phone numbers and relation to Proposer of at least three credit references including Proposer's bank. Label the attachment "Credit References."

F. Has Proposer, or any officer or partner of Proposer, failed to complete a contract?

Yes ☐ No ☒

If yes, give details on separate sheet labeled "Failure to Complete Contract."

G. Proposed subcontractors and consultants

Attach company name, contact, address, phone, and anticipated role of any proposed subcontractor and/or consultant; also include three references for each proposed subcontractor and consultant. Label these attachments "Proposed Subcontractors and Consultants." N/A

H. Disadvantaged and Small Business Status

A Disadvantaged Business Enterprise (DBE) is defined as a business at least 51% of which is owned, operated, and controlled by minority group members, or in the cases of publicly owned businesses, at least 51% of which is owned, operated, and controlled by minority group members. "Minority Group Members" are defined as Blacks, Hispanics, Asian American, American Indians, Alaskan Natives, or women regardless of race or nationality. A Small Business is defined under Small Business Administration (SBA) section 8(a) rules. Please submit a printout from the NDCOT Directory of Certified DBE's to verify DBE Status. www.ebs.nc.gov/VendorDirectory/default.html

Check the appropriate status of Proposer's business:

DBE ☒ Small Business ☒
Neither DBE or Small Business _____

I. Vehicles

Does Proposer understand that providing its own vehicles is a necessary component of this proposal?

Yes ☒ No _____

Attach descriptions and pictures of proposed vehicles (year, manufacturer, model, number of miles, seating capacity, ADA accessibility, etc.). Label "Proposed Vehicles."

Proposer must provide documentation that accessible vehicles are ADA compliant. These vehicles must meet all vehicle, lift or ramp, wheelchair station, lighting, signage, and any other ADA requirements specified in 49 CFR 38 (see *ADA accessibility attachment*).

J. Is any litigation pending against Proposer or any officer or partner of Proposer's organization?

Yes _____ No ☒

If yes, give details on separate sheet labeled "Pending Litigation."

K. Service References

Please tell us about (up to three) similar contracts which the Proposer organization has provided service under. Label additional pages "Service References".

Service Reference # 1

Firm Name: Union County

Street: 500 N. Main St., Suite 709

City, State, Zip Code: Monroe, NC 28112

Procurement and

Contact Person: Contract Coordinator Telephone Number: (704) 283-3631

Length of Service: from 7/1/2021 to 12/31/2021

Please describe the services Proposer provided to this organization by checking as many of the following as apply:

☒ Fixed Route ☐ Charter
☒ Demand Response (Paratransit) ☐ Daily School Bus Service
☒ Other (describe) Wheelchair, Doctor to school, NC Work First program

Average number of miles operated per weekday: 1000

Days of operation: Monday-Sunday

Average number of vehicles operated per weekday: 3

Types of vehicles operated: ADA Van

Types of users (ex. general public, disabled, etc.): General public, Disabled, NC Work First

Please use additional sheets to provide any further information about this reference. Label "Additional information: Service Reference #___".

2. Maintenance Program

Describe how the program Proposer will follow for maintenance, inspection and cleaning of vehicles.

3. Driver Standards

Please describe Proposer's current hiring standards and training and safety programs for drivers. Additionally, please describe your current drug and alcohol policy and testing procedures (Note: Testing must comply with those of the Community Transportation Program upon execution of contract).

4. Service Description

Please provide a detailed description of how Proposer plans to provide this service. The description should demonstrate understanding of the program as detailed in this RFP. Additionally, any minimum requirements which Proposer proposed to exceed should be described. The description should include, but by no means be limited to, Proposer's plan for scheduling and dispatch, administration, management and support, use of radios or cell phones, etc.

5. Implementation and Management Plan

Describe Proposer's strategy and timeline for implementing transportation services. Describe the management structure for this contract. Emphasis should be on a timely, thorough implementation plan and the assurance of service quantity, quality, and efficiency.

6. Safety Policy and Emergency Procedures

In this section, the Proposer should state the company policy on safety and also describe procedures for handling emergency situations.

The Proposer, Chapmans Management Company, hereby certifies and affirms to the truthfulness and accuracy of the information provided in the above Information and Qualification Proposal Worksheets Form.

4/14/22
Date

Barsheem Chapman
Signature of Proposer
Barsheem Chapman, Board Chairman
Name and Title of Proposer

Description of Organization

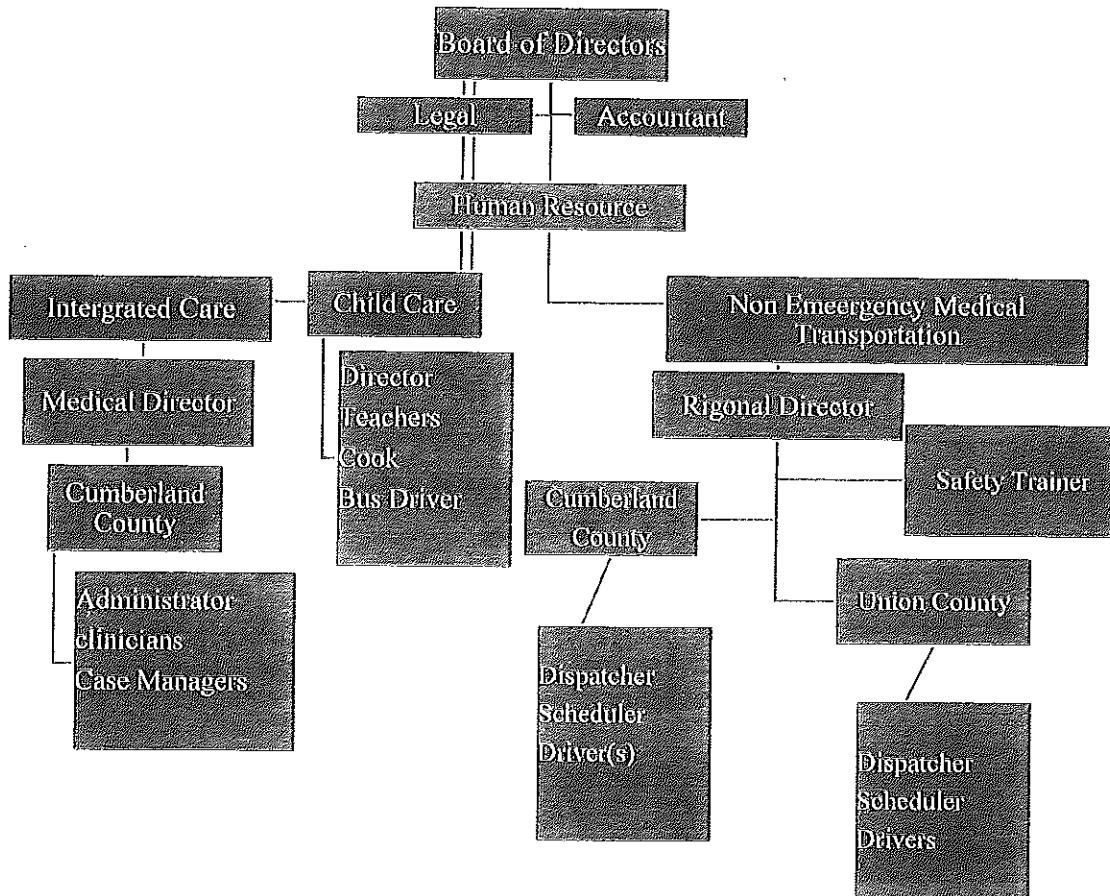
Since 2013 Chapmans Management Company have offered residences of Cumberland a broad range of service options including but not limited to:

- Non-Emergency Medical Transportation (Medicare, Medicaid, and Private Pay)
- Targeting Housing Referrals
- Substance Abuse Comprehensive Outpatient Treatment(SACOT)
- Substance Abuse Intensive Outpatient Program (SAIOP)
- Therapy for Children, Adults, Families and Groups
- Primary & Preventive Health Care
- 24 Hour child care ages 6 weeks-12 years of age

Current federal, state, and local contract(s):

- MTM (Formerly One Call)
- ModivCare
- Aetna
- Amera Solutions
- AmeriHealth Caritas
- Beacon Health Choice
- Blue Cross/Blue Shield
- Carolina Access
- Carolina Complete Health Network
- Child Care Aware (United States Armed Services)
- Cigna
- Cumberland County Department of Social Service
- Harnett County Department of Social Service
- Humana
- Magellan
- MedCost
- Medicare Part A and B
- MHN/Health Net Federal Services
- Military Once Source
- NC Health Choice
- NC Medicaid
- Tricare East
- United Health Care
- Wellcare

Organizational Chart



Credit References

Name: First Bank

Address: 2818 Raeford Road
Fayetteville, NC 28303

Phone number: 910-485-5855

Relation to Proposer: Proposers bank

Name: Blacks Tires & Auto Service

Address: 2541 Gillespie St
Fayetteville, NC 28306

Phone number: 910-484-4144

Relation to Proposer: Proposers auto fleet management

Name: Comdata

Address: 5301 Maryland Way
Brentwood, TN 37027

Phone number: 1-855-609-6788

Relation to Proposer: Proposers auto fleet fuel credit card(s)

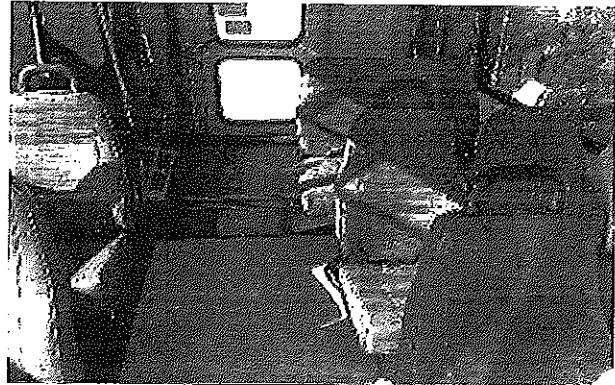
Proposed Vehicles

Through specialized vehicles we are committed to assist individuals live a more independent lifestyle where mobility is no longer a barrier. Our vehicles are designed to accommodate manual and powered wheelchairs for added accessibility.

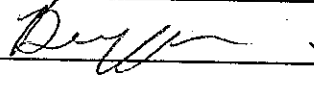
Vehicle Number	Make	Model	Year	Capacity	ADA	Miles
18	Ford	E350	2014	12	Yes	119,204.44
207	Ford	E350	2011	8	Yes	217,362.98
208	Chevrolet	Express 350	2011	12	Yes	135,052.0
239	VPG	MV1	2012	2	Yes	139,675.54
419	Ford	E350	2013	8	Yes	206,986.89

Pictures of proposed vehicles

18



GENERAL INFORMATION

Name of Public Entity	Chapmans Management Company
Fleet Number Assigned by Public Entity/Contractor (if applicable):	18
Type of Vehicle: (check one)	
• Van	
• Bus (22 feet in length or under)	X
• Bus (greater than 22 feet in length)	
Make/Model	Ford E350
Year	2014
Name of Person Conducting Review	Barsheem Chapman
Signature	
Date	4/11/21

LIFT SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	The design load of a lift must be at least 600 pounds. Working parts must have a safety factor of at least six. Non-working parts shall have a safety factor of at least three. [§ 38.23(b)(1)]	600 pound
Meets	Controls must be interlocked with the brakes, transmission, or door so that the vehicle cannot move unless the interlock is engaged. [§ 38.23(b)(2)(i)]	Controls are interlocked with the brakes, transmission.
Meets	Controls must be "momentary contact type" (meaning they require constant pressure) and must allow the up/down cycle to be reversed without causing the platform to "stow" while occupied. [§ 38.23(b)(2)(i)]	Controls are "momentary contact type"
Meets	Lifts must be equipped with an emergency backup system. The emergency backup system shall be capable of being operated both up and down without the platforms "stowing" while occupied. [§ 38.23(b)(3)]	Lift is equipped with an emergency backup system
Meets	Must be designed so that in the event of a power failure, the platform cannot fall faster than 12 inches per second. [§ 38.23(b)(4)]	In the event of a power failure, the platform will not fall faster than 12 inches per second

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Must have an inner barrier or inherent design feature to prevent the mobility aid from rolling off the side closest to the vehicle until the platform is in its fully raised position. [§ 38.23(b)(5)]	inherent design feature to prevent the mobility aid from rolling off the side
Meets	Side barriers must be at least 1 1/2 inches high. [§ 38.23(b)(5)]	1 1/2 inches high
Meets	The "loading-edge" (or outer) barrier shall be sufficient to prevent a power wheelchair from riding over or otherwise defeating it. If this barrier is automatic, it must close when the platform is no more than 3 inches off the ground. If the outer barrier is to be driver operated, it must have an interlock or inherent design that prevents the platform from being raised until the barrier is closed or other system is engaged. [§ 38.23(b)(5)]	3 inches off the ground.
Meets	The platform surface must be slip resistant with no protrusions over 1/4 inch. [§ 38.23(b)(6)]	Slip resistant platform surface with no protrusions over 1/4 inc
Meets	The platform must be at least 28 1/2-inches wide measured at the platform surface and at least 30 inches wide measured from 2 inches above the platform surface to 30 inches above the surface. It must also be at least 48 inches long measured from 2 inches above the surface to 30 inches above the surface. [§ 38.23(b)(6)]	Platform 28 1/2-inches wide
Meets	Gaps between the platform surface and any barrier can be no more than 5/8 inch. Semi-automatic lifts can have a handhold in the platform that measures no more than 1 1/2 inches by 4 1/2 inches. [§ 38.23(b)(7)]	Gaps between the platform surface and any barrier are no more than 5/8 inch.
Meets	When in the fully raised position, the platform surface must be vertically within 5/8 inch of the finished floor and horizontally within 1/2 inch of the finished floor. [§ 38.23(b)(7)]	5/8 inch of the finished floor and horizontally within 1/2 inch of the finished floor
Meets	The ramp from ground to platform (often the lowered outer barrier) must have a slope of no more than 1:8 for a maximum rise of 3 inches (i.e., if platform is 1 inch off the ground, ramp must be at least 8 inches long). If the threshold from ground to ramp (i.e., the thickness of the ramp material) is more than 1/4 inch, it must be beveled with a slope no greater than 1:2. [§ 38.23(b)(8)]	slope of no more than 1:8 for a maximum rise of 3 inches
Meets	The platform must not deflect more than 3 degrees in any direction when a 600-pound load is placed on the center of the platform. [§ 38.23(b)(9)]	platform do not deflect more than 3 degrees in any direction when a 600-pound load
Meets	The platform must raise or lower in no more than 6 inches per second. The platform must be stowed or deployed in no more than 12 inches per second. Horizontal acceleration can be no more than 0.3 g. [§ 38.23(b)(10)]	platform must raise or lower in no more than 6 inches per second stowed or deployed in no more than 12 inches per second. Horizontal acceleration no more than 0.3
Meets	Components of a lift must be designed to allow boarding in either direction. [§ 38.23(b)(11)]	Components of a lift are designed to allow boarding in either direction

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Must be equipped with two handrails that move in tandem with the lift platform. Handrails must be 30-38 inches above the platform surface and must have a useable grasping area of at least 8 inches. Handrails must be capable of supporting 100 pounds, must have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and must have at least 1 1/2 inches of "knuckle clearance." [§ 38.23(b)(13)]	Handrails are 30-38 inches above the platform surface and have a usable grasping area of at least 8 inches. supports 100lbs, have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and at least 1 1/2 inches of "knuckle
Meets	Lifts may be marked to identify the preferred standing position. [§ 38.23(b)(12)]	Lifts marked to identify the preferred standing position

RAMP SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	Ramps 30 inches or greater in length must have a design load of 600 pounds. Ramps under 30 inches in length must have a design load of 300 pounds. [§ 38.23(c)(1)]	
N/A	Ramp surface must be continuous and slip resistant. Protrusions can be no more than 1/4 inch. [§ 38.23(c)(2)]	
N/A	Ramps must be at least 30 inches wide. [§ 38.23(c)(2)]	
N/A	Ramps must accommodate both three-wheeled and four-wheeled mobility aids. [§ 38.23(c)(2)]	
N/A	If the threshold from the ground to the ramp surface exceeds 1/4 inch, it must be beveled with a maximum slope of 1:2. [§ 38.23(c)(3)]	
N/A	Side barriers, at least 2 inches high, must be provided. [§ 38.23(c)(4)]	
N/A	<p>Ramps must have the least slope practicable. When the ramp is deployed to ground, the slope cannot exceed 1:4 (i.e., for a vehicle with a finished floor 12 inches above the ground, a 48-inch ramp would be needed). When deployed to a 6-inch curb the following maximum slopes would apply:</p> <p>Finished floor height above 6-inch curb</p> <ul style="list-style-type: none"> • 3 inches or less – maximum slope of 1:4 • 6 inches or less, but more than 3 inches – maximum slope of 1:6 • 9 inches or less, but more than 6 inches – maximum slope of 1:8 • Greater than 9 inches – maximum slope of 1:12 <p>[§ 38.23(c)(5)]</p>	
N/A	The ramp must be firmly attached to the vehicle. [§ 38.23(c)(6)]	
N/A	Gaps between the ramp and vehicle finish floor can be no more than 5/8 inch. [§ 38.23(c)(6)]	
N/A	A compartment or securement system must be provided for the ramp to keep it from impinging on the space set aside for mobility aid users and to keep it from becoming a hazard in the event of a sudden stop. [§ 38.23(c)(7)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	Handrails are not required. If they are provided, however, they must support 100 pounds, be 30 to 38 inches above the ramp surface, have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and be continuous for the full length of the ramp. [§ 38.23(c)(8)]	

SECUREMENT AREA

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	Vehicles over 22 feet in length must have two (2) securement locations. Vehicles 22 feet and under must have one (1) securement location. Vehicles are to be measured from the front-most part to the rear-most item (including the bumpers). [§ 38.23(a)]	
Meets	<p>Wheelchairs and mobility aids must be oriented as follows:</p> <ul style="list-style-type: none"> For vehicles greater than 22 feet in length, at least one securement position must be forward facing. Other securement areas can be either forward or rear facing. For vehicles 22 feet in length or less, the one required position can be either forward or rear facing. <p>[§ 38.23(d)(4)]</p>	Forward facing
N/a	If wheelchair and mobility aid users are secured in a rear-facing orientation, a padded barrier must be provided. The barrier must be 18 inches wide and extend from 38 inches to 56 inches above the floor. [§ 38.23(d)(4)]	
Meets	<p>Securement systems must have the following design loads:</p> <ul style="list-style-type: none"> For vehicle with a GVWR of 30,000 pounds or more: 2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid. For vehicles with a GVWR of less than 30,000 pounds: 2,500 pounds per clamp/strap and 5,000 pounds per mobility aid. <p>[§ 38.23(d)(1)]</p>	2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid.
Meets	Securement area must be located as close to the accessible entrance as possible. [§ 38.23(d)(2)]	Securement area are located as close to the accessible entrance
Meets	A clear floor area of 30 inches wide by 48 inches long must be provided for each securement area. This can include an area up to 6 inches under a seat as long as there is a vertical clearance of at least 9 inches. If flip-seats are utilized, they cannot obstruct the required floor area. The required floor area can overlap the access path (the path of travel from the accessible entrance to the securement area). [§ 38.23(d)(2)]	area of 30 inches wide; by 48 inches long is provided for each securement area
Meets	The securement system must accommodate all common wheelchairs and mobility aids (any mobility aid not exceeding 30 inches in width and 48 inches in length and weighing no more than 600 pounds when occupied) and be operable by someone with average dexterity that is familiar with the system. [§ 38.23(d)(3)]	The securement accommodate all common wheelchairs and mobility aids
Meets	Securement systems must keep mobility aids from	Securement systems keeps mobility aids

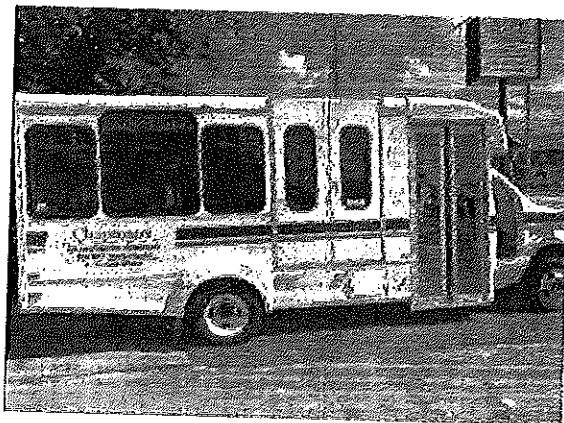
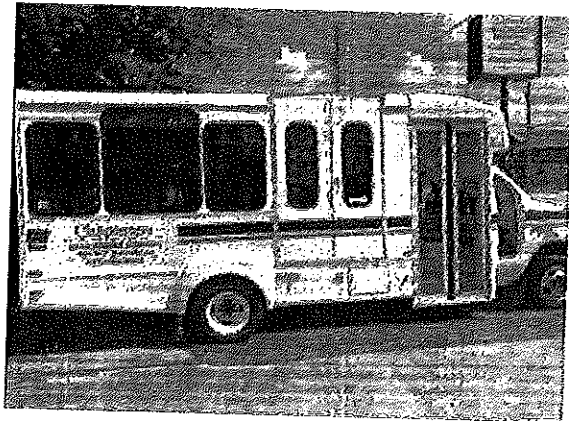
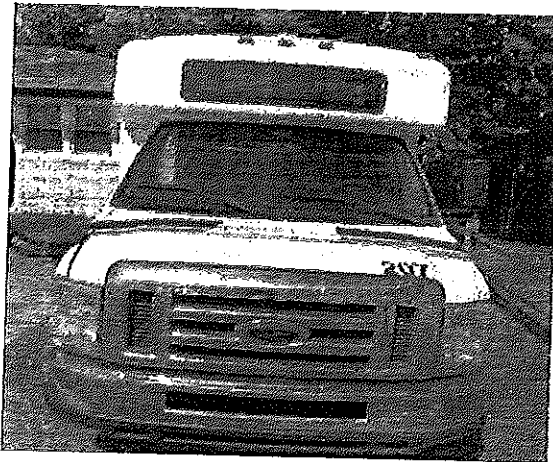
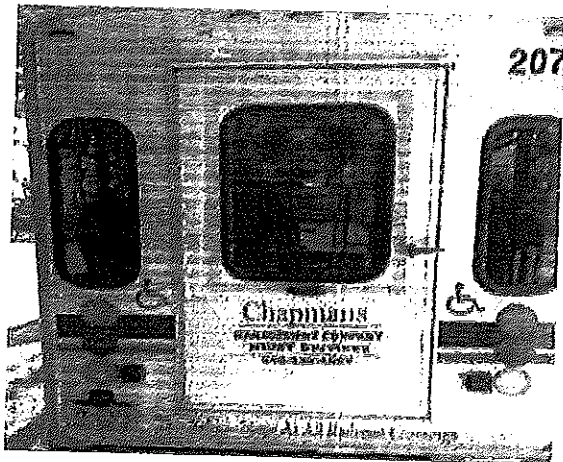
Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	moving no more than 2 inches in any direction. [§ 38.23(d)(5)]	from moving no more than 2 inches in any direction.
Meets	The securement system must be located to be readily accessed when needed but must not interfere with passenger movement or be a hazard to passengers. It should also be reasonably protected from vandalism. [§ 38.23(d)(6)]	securement system is readily accessed
Meets	A seat belt and shoulder harness must be provided for each securement position. The seat belt and shoulder harness must be separate from the securement system for the mobility aid. [§ 38.23(d)(7)]	seat belt and shoulder harness are provided for each securement position. seat belt and shoulder harness are separate from the securement system
Meets	A sign must be provided which indicates that the securement area is to be used by persons who use wheelchairs and mobility aids. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(b), § 38.27(c)]	signs are provided which indicates that the securement area is to be used by persons who use wheelchairs and mobility aids

GENERAL VEHICLE SPECIFICATIONS

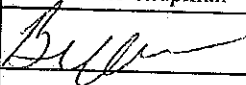
Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Aisles, steps, and floor areas must be slip resistant. [§ 38.25(a)]	Aisles, steps, and floor areas are slip resistant
Meets	Step edges, thresholds, and the boarding edge of ramps or lift platforms must have a band of color that contrasts with the step/floor surface. Typically, white or bright yellow is used to contrast against dark floors. [§ 38.25(b)]	Step edges, thresholds, and the boarding edge of lift platforms must have a yellow color that contrasts with the step/floor surface
Meets	The height of doors at accessible entrances and the interior height along the path of travel between accessible entrances and securement areas shall be as follows: <ul style="list-style-type: none"> For vehicles 22 feet or longer, the clearance from the raised lift platform or the ramp surface to the top of the door must be at least 68 inches. For vehicles less than 22 feet, the overhead clearance must be at least 56 inches. [§ 38.25(c)]	overhead clearance are be at least 56 inches.
Meets	At least one set of forward-facing seats must be designated as priority seats for persons with disabilities. Signs identifying these as priority seats must be provided. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(a), § 38.27(c)]	At least one set of forward-facing seats is designated as priority seats for persons with disabilities. Signs identifying these as priority seats are provided.
Meets	Interior handrails and stanchions should not interfere with the path of travel of a common wheelchair from the accessible entrance to the securement areas. [§ 38.29(a)]	Interior handrails and stanchions do not interfere with the path of travel of a wheelchair from the accessible entrance to the securement areas.
Meets	Handrails and stanchions shall be provided in the entrance area and through the fare collection area to assist persons with disabilities as they enter and pay a fare. Some portion of this handrail/stanchion system must be able to be grasped from outside the vehicle to assist persons as they start to board. Handrails shall have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, shall provide a minimum of 1 1/2 inches of "knuckle clearance," and shall have eased edges with corner radii of not less than 1/8 inch. On vehicles 22 feet in length or longer which have fare collection systems, a horizontal assist shall be provided across the front of the vehicle to allow a person to lean against the assist while paying a fare. [§ 38.29(b)]	Handrails and stanchions are in the entrance

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Handrails and stanchions shall also be provided to assist with on-board circulation, sitting and standing, and exiting the vehicle. [§ 38.29(b)]	Handrails and stanchions are provided.
N/A	For vehicles longer than 22 feet, an overhead handrail or handrails shall be provided which are continuous from front to back except for a gap at the rear doorway. [§ 38.29(c)]	
N/a	For vehicles longer than 22 feet that have front door lifts or ramps, vertical stanchions immediately behind the driver shall either terminate at the lower edge of the aisle-facing seats or be "dog-legged" so that the floor attachment does not impede or interfere with wheelchair footrests. [§ 38.29(e)]	
N/A	If the driver's seat must be passed by a wheelchair user, the pedestal shall not extend into the aisle or vestibule beyond the wheel housing, to the maximum extent practicable. [§ 38.29(e)]	
Meets	Lighting of at least 2 foot-candles, measured on the step treads or lift platform, shall be provided in the step well or doorway immediately adjacent to the driver. Lighting shall activate when the door is opened. [§ 38.31(a)]	Lighting of at least 2 foot-candles
Meets	Other step well and doorways shall have similar lighting at all times. [§ 38.31(b)]	Other step well and doorways have at least 2 foot candles lighting.
Meets	Lighting of at least 1 foot-candle shall be provided outside all doorways to illuminate the street surface for an area up to 3 feet perpendicular to the bottom step tread outer edge. Lighting shall be located below window level and shall be shielded to protect the eyes of entering and exiting passengers. [§ 38.31(c)]	at least 1 foot-candle are provided outside all doorways to illuminate the street surface for an area up to 3 feet perpendicular to the bottom step tread outer edge.
Meets	Fareboxes are to be located as far forward as possible and must not obstruct traffic in the vestibule area, particularly wheelchairs and mobility aids. [§ 38.33]	Fareboxes are to be located in the front
N/A	Vehicles in excess of 22 feet used in multiple-stop, fixed route service must be equipped with a public address system. [§ 38.35(a)]	
N/A	For vehicles in excess of 22 feet where passengers are permitted to exit at multiple stops at their option, a "stop request" control must be provided adjacent to the securement locations. The system shall provide both auditory and visual indications that the stop has been requested. Controls shall be located from 15 to 48 inches above the floor, shall be operable with one hand, shall not require tight grasping, pinching, or twisting of the wrist, and shall be activated by a force no greater than 5 lbf. [§ 38.37]	
N/A	If destination or route information is displayed on the exterior of a vehicle, illuminated signs shall be	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
n/a	provided at the front and boarding side of the vehicle. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 1 inch for signs on the boarding side and 2 inches for front "head signs." Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with background color. [§ 38.39]	



GENERAL INFORMATION

Name of Public Entity	Chapmans Management Company
Fleet Number Assigned by Public Entity/Contractor (if applicable):	207
Type of Vehicle: (check one)	
• Van	
• Bus (22 feet in length or under)	x
• Bus (greater than 22 feet in length)	
Make/Model	Ford E350
Year	2011
Name of Person Conducting Review	Barsheem Chapman
Signature	
Date	4/11/21

LIFT SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	The design load of a lift must be at least 600 pounds. Working parts must have a safety factor of at least six. Non-working parts shall have a safety factor of at least three. [§ 38.23(b)(1)]	600 pound
Meets	Controls must be interlocked with the brakes, transmission, or door so that the vehicle cannot move unless the interlock is engaged. [§ 38.23(b)(2)(i)]	Controls are interlocked with the brakes, transmission.
Meets	Controls must be "momentary contact type" (meaning they require constant pressure) and must allow the up/down cycle to be reversed without causing the platform to "stow" while occupied. [§ 38.23(b)(2)(i)]	Controls are "momentary contact type"
Meets	Lifts must be equipped with an emergency backup system. The emergency backup system shall be capable of being operated both up and down without the platforms "stowing" while occupied. [§ 38.23(b)(3)]	Lift is equipped with an emergency backup system
Meets	Must be designed so that in the event of a power failure, the platform cannot fall faster than 12 inches per second. [§ 38.23(b)(4)]	In the event of a power failure, the platform will not fall faster than 12 inches per second

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Must have an inner barrier or inherent design feature to prevent the mobility aid from rolling off the side closest to the vehicle until the platform is in its fully raised position. [§ 38.23(b)(5)]	inherent design feature to prevent the mobility aid from rolling off the side
Meets	Side barriers must be at least 1 1/2 inches high. [§ 38.23(b)(5)]	1 1/2 inches high
Meets	The "loading-edge" (or outer) barrier shall be sufficient to prevent a power wheelchair from riding over or otherwise defeating it. If this barrier is automatic, it must close when the platform is no more than 3 inches off the ground. If the outer barrier is to be driver operated, it must have an interlock or inherent design that prevents the platform from being raised until the barrier is closed or other system is engaged. [§ 38.23(b)(5)]	3 inches off the ground.
Meets	The platform surface must be slip resistant with no protrusions over 1/4 inch. [§ 38.23(b)(6)]	Slip resistant platform surface with no protrusions over 1/4 inc
Meets	The platform must be at least 28 1/2-inches wide measured at the platform surface and at least 30 inches wide measured from 2 inches above the platform surface to 30 inches above the surface. It must also be at least 48 inches long measured from 2 inches above the surface to 30 inches above the surface. [§ 38.23(b)(6)]	Platform 28 1/2-inches wide
Meets	Gaps between the platform surface and any barrier can be no more than 5/8 inch. Semi-automatic lifts can have a handhold in the platform that measures no more than 1 1/2 inches by 4 1/2 inches. [§ 38.23(b)(7)]	Gaps between the platform surface and any barrier are no more than 5/8 inch.
Meets	When in the fully raised position, the platform surface must be vertically within 5/8 inch of the finished floor and horizontally within 1/2 inch of the finished floor. [§ 38.23(b)(7)]	5/8 inch of the finished floor and horizontally within 1/2 inch of the finished floor
Meets	The ramp from ground to platform (often the lowered outer barrier) must have a slope of no more than 1:8 for a maximum rise of 3 inches (i.e., if platform is 1 inch off the ground, ramp must be at least 8 inches long). If the threshold from ground to ramp (i.e., the thickness of the ramp material) is more than 1/4 inch, it must be beveled with a slope no greater than 1:2. [§ 38.23(b)(8)]	slope of no more than 1:8 for a maximum rise of 3 inches
Meets	The platform must not deflect more than 3 degrees in any direction when a 600-pound load is placed on the center of the platform. [§ 38.23(b)(9)]	platform do not deflect more than 3 degrees in any direction when a 600-pound load
Meets	The platform must raise or lower in no more than 6 inches per second. The platform must be stowed or deployed in no more than 12 inches per second. Horizontal acceleration can be no more than 0.3 g. [§ 38.23(b)(10)]	platform must raise or lower in no more than 6 inches per second stowed or deployed in no more than 12 inches per second. Horizontal acceleration no more than 0.3
Meets	Components of a lift must be designed to allow boarding in either direction. [§ 38.23(b)(11)]	Components of a lift are designed to allow boarding in either direction

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Must be equipped with two handrails that move in tandem with the lift platform. Handrails must be 30-38 inches above the platform surface and must have a useable grasping area of at least 8 inches. Handrails must be capable of supporting 100 pounds, must have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and must have at least 1 1/2 inches of "knuckle clearance." [§ 38.23(b)(13)]	Handrails are 30-38 inches above the platform surface and have a usable grasping area of at least 8 inches. supports 100lbs, have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and at least 1 1/2 inches of "knuckle
Meets	Lifts may be marked to identify the preferred standing position. [§ 38.23(b)(12)]	Lifts marked to identify the preferred standing position

RAMP SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	Ramps 30 inches or greater in length must have a design load of 600 pounds. Ramps under 30 inches in length must have a design load of 300 pounds. [§ 38.23(c)(1)]	
N/A	Ramp surface must be continuous and slip resistant. Protrusions can be no more than 1/4 inch. [§ 38.23(c)(2)]	
N/A	Ramps must be at least 30 inches wide. [§ 38.23(c)(2)]	
N/A	Ramps must accommodate both three-wheeled and four-wheeled mobility aids. [§ 38.23(c)(2)]	
N/A	If the threshold from the ground to the ramp surface exceeds 1/4 inch, it must be beveled with a maximum slope of 1:2. [§ 38.23(c)(3)]	
N/A	Side barriers, at least 2 inches high, must be provided. [§ 38.23(c)(4)]	
N/A	<p>Ramps must have the least slope practicable. When the ramp is deployed to ground, the slope cannot exceed 1:4 (i.e., for a vehicle with a finished floor 12 inches above the ground, a 48-inch ramp would be needed). When deployed to a 6-inch curb the following maximum slopes would apply:</p> <p>Finished floor height above 6-inch curb</p> <ul style="list-style-type: none"> • 3 inches or less – maximum slope of 1:4 • 6 inches or less, but more than 3 inches – maximum slope of 1:6 • 9 inches or less, but more than 6 inches – maximum slope of 1:8 • Greater than 9 inches – maximum slope of 1:12 <p>[§ 38.23(c)(5)]</p>	
N/A	The ramp must be firmly attached to the vehicle. [§ 38.23(c)(6)]	
N/A	Gaps between the ramp and vehicle finish floor can be no more than 5/8 inch. [§ 38.23(c)(6)]	
N/A	A compartment or securement system must be provided for the ramp to keep it from impinging on the space set aside for mobility aid users and to keep it from becoming a hazard in the event of a sudden stop. [§ 38.23(c)(7)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	Handrails are not required. If they are provided, however, they must support 100 pounds, be 30 to 38 inches above the ramp surface, have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and be continuous for the full length of the ramp. [§ 38.23(c)(8)]	

SECUREMENT AREA

Meets/Does Not Meet/NA	Specification (Regulation)	Note Actual Measurement
N/A	Vehicles over 22 feet in length must have two (2) securement locations. Vehicles 22 feet and under must have one (1) securement location. Vehicles are to be measured from the front-most part to the rear-most item (including the bumpers). [§ 38.23(a)]	
Meets	<p>Wheelchairs and mobility aids must be oriented as follows:</p> <ul style="list-style-type: none"> For vehicles greater than 22 feet in length, at least one securement position must be forward facing. Other securement areas can be either forward or rear facing. For vehicles 22 feet in length or less, the one required position can be either forward or rear facing. <p>[§ 38.23(d)(4)]</p>	Forward facing
N/a	If wheelchair and mobility-aid users are secured in a rear-facing orientation, a padded barrier must be provided. The barrier must be 18 inches wide and extend from 38 inches to 56 inches above the floor. [§ 38.23(d)(4)]	
Meets	<p>Securement systems must have the following design loads:</p> <ul style="list-style-type: none"> For vehicle with a GVWR of 30,000 pounds or more: 2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid. For vehicles with a GVWR of less than 30,000 pounds: 2,500 pounds per clamp/strap and 5,000 pounds per mobility aid. <p>[§ 38.23(d)(1)]</p>	2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid.
Meets	Securement area must be located as close to the accessible entrance as possible. [§ 38.23(d)(2)]	Securement area are located as close to the accessible entrance
Meets	A clear floor area of 30 inches wide by 48 inches long must be provided for each securement area. This can include an area up to 6 inches under a seat as long as there is a vertical clearance of at least 9 inches. If flip-seats are utilized, they cannot obstruct the required floor area. The required floor area can overlap the access path (the path of travel from the accessible entrance to the securement area). [§ 38.23(d)(2)]	area of 30 inches wide: by 48 inches long is provided for each securement area
Meets	The securement system must accommodate all common wheelchairs and mobility aids (any mobility aid not exceeding 30 inches in width and 48 inches in length and weighing no more than 600 pounds when occupied) and be operable by someone with average dexterity that is familiar with the system. [§ 38.23(d)(3)]	The securement accommodate all common wheelchairs and mobility aids
Meets	Securement systems must keep mobility aids from	Securement systems keeps mobility aids

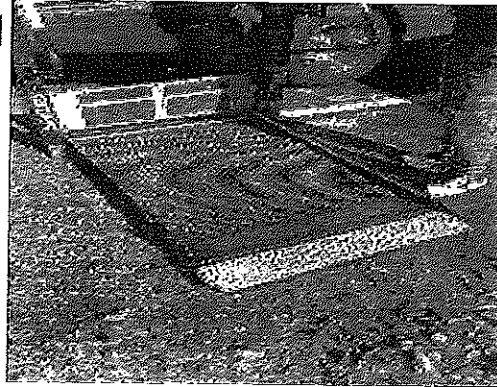
Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	moving no more than 2 inches in any direction. [§ 38.23(d)(5)]	from moving no more than 2 inches in any direction.
Meets	The securement system must be located to be readily accessed when needed but must not interfere with passenger movement or be a hazard to passengers. It should also be reasonably protected from vandalism. [§ 38.23(d)(6)]	securement system is readily accessed
Meets	A seat belt and shoulder harness must be provided for each securement position. The seat belt and shoulder harness must be separate from the securement system for the mobility aid. [§ 38.23(d)(7)]	seat belt and shoulder harness are provided for each securement position. seat belt and shoulder harness are separate from the securement system
Meets	A sign must be provided which indicates that the securement area is to be used by persons who use wheelchairs and mobility aids. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(b), § 38.27(c)]	signs are provided which indicates that the securement area is to be used by persons who use wheelchairs and mobility aids

GENERAL VEHICLE SPECIFICATIONS

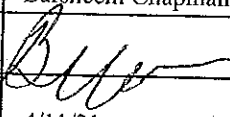
Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Aisles, steps, and floor areas must be slip resistant. [§ 38.25(a)]	Aisles, steps, and floor areas are slip resistant
Meets	Step edges, thresholds, and the boarding edge of ramps or lift platforms must have a band of color that contrasts with the step/floor surface. Typically, white or bright yellow is used to contrast against dark floors. [§ 38.25(b)]	Step edges, thresholds, and the boarding edge of lift platforms must have a yellow color that contrasts with the step/floor surface
Meets	<p>The height of doors at accessible entrances and the interior height along the path of travel between accessible entrances and securement areas shall be as follows:</p> <ul style="list-style-type: none"> For vehicles 22 feet or longer, the clearance from the raised lift platform or the ramp surface to the top of the door must be at least 68 inches. For vehicles less than 22 feet, the overhead clearance must be at least 56 inches. <p>[§ 38.25(c)]</p>	overhead clearance are be at least 56 inches.
Meets	At least one set of forward-facing seats must be designated as priority seats for persons with disabilities. Signs identifying these as priority seats must be provided. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(a), § 38.27(c)]	At least one set of forward-facing seats is designated as priority seats for persons with disabilities. Signs identifying these as priority seats are provided.
Meets	Interior handrails and stanchions should not interfere with the path of travel of a common wheelchair from the accessible entrance to the securement areas. [§ 38.29(a)]	Interior handrails and stanchions do not interfere with the path of travel of a wheelchair from the accessible entrance to the securement areas.
Meets	<p>Handrails and stanchions shall be provided in the entrance area and through the fare collection area to assist persons with disabilities as they enter and pay a fare. Some portion of this handrail/stanchion system must be able to be grasped from outside the vehicle to assist persons as they start to board. Handrails shall have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, shall provide a minimum of 1 1/2 inches of "knuckle clearance," and shall have eased edges with corner radii of not less than 1/8 inch.</p> <p>On vehicles 22 feet in length or longer which have fare collection systems, a horizontal assist shall be provided across the front of the vehicle to allow a person to lean against the assist while paying a fare. [§ 38.29(b)]</p>	Handrails and stanchions are in the entrance

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Handrails and stanchions shall also be provided to assist with on-board circulation, sitting and standing, and exiting the vehicle. [§ 38.29(b)]	Handrails and stanchions are provided
N/A	For vehicles longer than 22 feet, an overhead handrail or handrails shall be provided which are continuous from front to back except for a gap at the rear doorway. [§ 38.29(c)]	
N/a	For vehicles longer than 22 feet that have front door lifts or ramps, vertical stanchions immediately behind the driver shall either terminate at the lower edge of the aisle-facing seats or be "dog-legged" so that the floor attachment does not impede or interfere with wheelchair footrests. [§ 38.29(e)]	
N/A	If the driver's seat must be passed by a wheelchair user, the pedestal shall not extend into the aisle or vestibule beyond the wheel housing, to the maximum extent practicable. [§ 38.29(e)]	
Meets	Lighting of at least 2 foot-candles, measured on the step treads or lift platform, shall be provided in the step well or doorway immediately adjacent to the driver. Lighting shall activate when the door is opened. [§ 38.31(a)]	Lighting of at least 2 foot-candles
Meets	Other step well and doorways shall have similar lighting at all times. [§ 38.31(b)]	Other step well and doorways have at least 2 foot candles lighting.
Meets	Lighting of at least 1 foot-candle shall be provided outside all doorways to illuminate the street surface for an area up to 3 feet perpendicular to the bottom step tread outer edge. Lighting shall be located below window level and shall be shielded to protect the eyes of entering and exiting passengers. [§ 38.31(c)]	at least 1 foot-candle are provided outside all doorways to illuminate the street surface for an area up to 3 feet petpendicular to the bottom step tread outer edge.
Meets	Fareboxes are to be located as far forward as possible and must not obstruct traffic in the vestibule area, particularly wheelchairs and mobility aids. [§ 38.33]	Fareboxes are to be located in the front
N/A	Vehicles in excess of 22 feet used in multiple-stop, fixed route service must be equipped with a public address system. [§ 38.35(a)]	
N/A	For vehicles in excess of 22 feet where passengers are permitted to exit at multiple stops at their option, a "stop request" control must be provided adjacent to the securement locations. The system shall provide both auditory and visual indications that the stop has been requested. Controls shall be located from 15 to 48 inches above the floor, shall be operable with one hand, shall not require tight grasping, pinching, or twisting of the wrist, and shall be activated by a force no greater than 5 lbf. [§ 38.37]	
N/A	If destination or route information is displayed on the exterior of a vehicle, illuminated signs shall be	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
n/a	provided at the front and boarding side of the vehicle. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 1 inch for signs on the boarding side and 2 inches for front "head signs." Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with background color. [§ 38.39]	



GENERAL INFORMATION

Name of Public Entity	Chapmans Management Company
Fleet Number Assigned by Public Entity/Contractor (if applicable):	208
Type of Vehicle: (check one)	
• Van	
• Bus (22 feet in length or under)	X
• Bus (greater than 22 feet in length)	
Make/Model	Chevrolet Express 350
Year	2011
Name of Person Conducting Review	Barsheem Chapman
Signature	
Date	4/11/21

LIFT SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	The design load of a lift must be at least 600 pounds. Working parts must have a safety factor of at least six. Non-working parts shall have a safety factor of at least three. [§ 38.23(b)(1)]	600 pound
Meets	Controls must be interlocked with the brakes, transmission, or door so that the vehicle cannot move unless the interlock is engaged. [§ 38.23(b)(2)(i)]	Controls are interlocked with the brakes, transmission.
Meets	Controls must be "momentary contact type" (meaning they require constant pressure) and must allow the up/down cycle to be reversed without causing the platform to "stow" while occupied. [§ 38.23(b)(2)(i)]	Controls are "momentary contact type"
Meets	Lifts must be equipped with an emergency backup system. The emergency backup system shall be capable of being operated both up and down without the platforms "stowing" while occupied. [§ 38.23(b)(3)]	Lift is equipped with an emergency backup system
Meets	Must be designed so that in the event of a power failure, the platform cannot fall faster than 12 inches per second. [§ 38.23(b)(4)]	In the event of a power failure, the platform will not fall faster than 12 inches per second

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Must have an inner barrier or inherent design feature to prevent the mobility aid from rolling off the side closest to the vehicle until the platform is in its fully raised position. [§ 38.23(b)(5)]	inherent design feature to prevent the mobility aid from rolling off the side
Meets	Side barriers must be at least 1 1/2 inches high. [§ 38.23(b)(5)]	1 1/2 inches high
Meets	The "loading-edge" (or outer) barrier shall be sufficient to prevent a power wheelchair from riding over or otherwise defeating it. If this barrier is automatic, it must close when the platform is no more than 3 inches off the ground. If the outer barrier is to be driver operated, it must have an interlock or inherent design that prevents the platform from being raised until the barrier is closed or other system is engaged. [§ 38.23(b)(5)]	3 inches off the ground.
Meets	The platform surface must be slip resistant with no protrusions over 1/4 inch. [§ 38.23(b)(6)]	Slip resistant platform surface with no protrusions over 1/4 inc
Meets	The platform must be at least 28 1/2-inches wide measured at the platform surface and at least 30 inches wide measured from 2 inches above the platform surface to 30 inches above the surface. It must also be at least 48 inches long measured from 2 inches above the surface to 30 inches above the surface. [§ 38.23(b)(6)]	Platform 28 1/2-inches wide
Meets	Gaps between the platform surface and any barrier can be no more than 5/8 inch. Semi-automatic lifts can have a handhold in the platform that measures no more than 1 1/2 inches by 4 1/2 inches. [§ 38.23(b)(7)]	Gaps between the platform surface and any barrier are no more than 5/8 inch.
Meets	When in the fully raised position, the platform surface must be vertically within 5/8 inch of the finished floor and horizontally within 1/2 inch of the finished floor. [§ 38.23(b)(7)]	5/8 inch of the finished floor and horizontally within 1/2 inch of the finished floor
Meets	The ramp from ground to platform (often the lowered outer barrier) must have a slope of no more than 1:8 for a maximum rise of 3 inches (i.e., if platform is 1 inch off the ground, ramp must be at least 8 inches long). If the threshold from ground to ramp (i.e., the thickness of the ramp material) is more than 1/4 inch, it must be beveled with a slope no greater than 1:2. [§ 38.23(b)(8)]	slope of no more than 1:8 for a maximum rise of 3 inches
Meets	The platform must not deflect more than 3 degrees in any direction when a 600-pound load is placed on the center of the platform. [§ 38.23(b)(9)]	platform do not deflect more than 3 degrees in any direction when a 600-pound load
Meets	The platform must raise or lower in no more than 6 inches per second. The platform must be stowed or deployed in no more than 12 inches per second. Horizontal acceleration can be no more than 0.3 g. [§ 38.23(b)(10)]	platform must raise or lower in no more than 6 inches per second stowed or deployed in no more than 12 inches per second. Horizontal acceleration no more than 0.3
Meets	Components of a lift must be designed to allow boarding in either direction. [§ 38.23(b)(11)]	Components of a lift are designed to allow boarding in either direction

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Must be equipped with two handrails that move in tandem with the lift platform. Handrails must be 30-38 inches above the platform surface and must have a useable grasping area of at least 8 inches. Handrails must be capable of supporting 100 pounds, must have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and must have at least 1 1/2 inches of "knuckle clearance." [§ 38.23(b)(13)]	Handrails are 30-38 inches above the platform surface and have a usable grasping area of at least 8 inches. supports 100lbs, have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and at least 1 1/2 inches of "knuckle
Meets	Lifts may be marked to identify the preferred standing position. [§ 38.23(b)(12)]	Lifts marked to identify the preferred standing position

RAMP SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	Ramps 30 inches or greater in length must have a design load of 600 pounds. Ramps under 30 inches in length must have a design load of 300 pounds. [§ 38.23(c)(1)]	
N/A	Ramp surface must be continuous and slip resistant. Protrusions can be no more than 1/4 inch. [§ 38.23(c)(2)]	
N/A	Ramps must be at least 30 inches wide. [§ 38.23(c)(2)]	
N/A	Ramps must accommodate both three-wheeled and four-wheeled mobility aids. [§ 38.23(c)(2)]	
N/A	If the threshold from the ground to the ramp surface exceeds 1/4 inch, it must be beveled with a maximum slope of 1:2. [§ 38.23(c)(3)]	
N/A	Side barriers, at least 2 inches high, must be provided. [§ 38.23(c)(4)]	
N/A	<p>Ramps must have the least slope practicable. When the ramp is deployed to ground, the slope cannot exceed 1:4 (i.e., for a vehicle with a finished floor 12 inches above the ground, a 48-inch ramp would be needed). When deployed to a 6-inch curb the following maximum slopes would apply:</p> <p>Finished floor height above 6-inch curb</p> <ul style="list-style-type: none"> • 3 inches or less – maximum slope of 1:4 • 6 inches or less, but more than 3 inches – maximum slope of 1:6 • 9 inches or less, but more than 6 inches – maximum slope of 1:8 • Greater than 9 inches – maximum slope of 1:12 <p>[§ 38.23(c)(5)]</p>	
N/A	The ramp must be firmly attached to the vehicle. [§ 38.23(c)(6)]	
N/A	Gaps between the ramp and vehicle finish floor can be no more than 5/8 inch. [§ 38.23(c)(6)]	
N/A	A compartment or securement system must be provided for the ramp to keep it from impinging on the space set aside for mobility aid users and to keep it from becoming a hazard in the event of a sudden stop. [§ 38.23(c)(7)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	Handrails are not required. If they are provided, however, they must support 100 pounds, be 30 to 38 inches above the ramp surface, have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and be continuous for the full length of the ramp. [§ 38.23(c)(8)]	

SECUREMENT AREA

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	Vehicles over 22 feet in length must have two (2) securement locations. Vehicles 22 feet and under must have one (1) securement location. Vehicles are to be measured from the front-most part to the rear-most item (including the bumpers). [§ 38.23(a)]	
Meets	<p>Wheelchairs and mobility aids must be oriented as follows:</p> <ul style="list-style-type: none"> For vehicles greater than 22 feet in length, at least one securement position must be forward facing. Other securement areas can be either forward or rear facing. For vehicles 22 feet in length or less, the one required position can be either forward or rear facing. <p>[§ 38.23(d)(4)]</p>	Forward facing
N/a	If wheelchair and mobility-aid users are secured in a rear-facing orientation, a padded barrier must be provided. The barrier must be 18 inches wide and extend from 38 inches to 56 inches above the floor. [§ 38.23(d)(4)]	
Meets	<p>Securement systems must have the following design loads:</p> <ul style="list-style-type: none"> For vehicle with a GVWR of 30,000 pounds or more: 2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid. For vehicles with a GVWR of less than 30,000 pounds: 2,500 pounds per clamp/strap and 5,000 pounds per mobility aid. <p>[§ 38.23(d)(1)]</p>	2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid.
Meets	Securement area must be located as close to the accessible entrance as possible. [§ 38.23(d)(2)]	Securement area are located as close to the accessible entrance
Meets	A clear floor area of 30 inches wide by 48 inches long must be provided for each securement area. This can include an area up to 6 inches under a seat as long as there is a vertical clearance of at least 9 inches. If flip-seats are utilized, they cannot obstruct the required floor area. The required floor area can overlap the access path (the path of travel from the accessible entrance to the securement area). [§ 38.23(d)(2)]	area of 30 inches wide: by 48 inches long is provided for each securement area
Meets	The securement system must accommodate all common wheelchairs and mobility aids (any mobility aid not exceeding 30 inches in width and 48 inches in length and weighing no more than 600 pounds when occupied) and be operable by someone with average dexterity that is familiar with the system. [§ 38.23(d)(3)]	The securement accommodate all common wheelchairs and mobility aids
Meets	Securement systems must keep mobility aids from	Securement systems keeps mobility aids

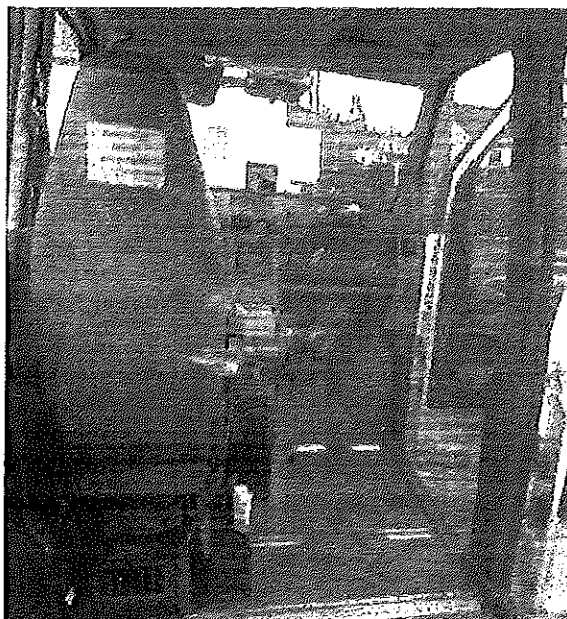
Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	moving no more than 2 inches in any direction. [§ 38.23(d)(5)]	from moving no more than 2 inches in any direction.
Meets	The securement system must be located to be readily accessed when needed but must not interfere with passenger movement or be a hazard to passengers. It should also be reasonably protected from vandalism. [§ 38.23(d)(6)]	securement system is readily accessed
Meets	A seat belt and shoulder harness must be provided for each securement position. The seat belt and shoulder harness must be separate from the securement system for the mobility aid. [§ 38.23(d)(7)]	seat belt and shoulder harness are provided for each securement position. seat belt and shoulder harness are separate from the securement system
Meets	A sign must be provided which indicates that the securement area is to be used by persons who use wheelchairs and mobility aids. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(b), § 38.27(c)]	signs are provided which indicates that the securement area is to be used by persons who use wheelchairs and mobility aids

GENERAL VEHICLE SPECIFICATIONS

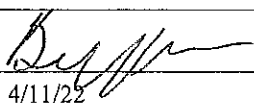
Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Aisles, steps, and floor areas must be slip resistant. [§ 38.25(a)]	Aisles, steps, and floor areas are slip resistant
Meets	Step edges, thresholds, and the boarding edge of ramps or lift platforms must have a band of color that contrasts with the step/floor surface. Typically, white or bright yellow is used to contrast against dark floors. [§ 38.25(b)]	Step edges, thresholds, and the boarding edge of lift platforms must have a yellow color that contrasts with the step/floor surface
Meets	<p>The height of doors at accessible entrances and the interior height along the path of travel between accessible entrances and securement areas shall be as follows:</p> <ul style="list-style-type: none"> For vehicles 22 feet or longer, the clearance from the raised lift platform or the ramp surface to the top of the door must be at least 68 inches. For vehicles less than 22 feet, the overhead clearance must be at least 56 inches. <p>[§ 38.25(c)]</p>	overhead clearance are be at least 56 inches.
Meets	At least one set of forward-facing seats must be designated as priority seats for persons with disabilities. Signs identifying these as priority seats must be provided. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(a), § 38.27(c)]	At least one set of forward-facing seats is designated as priority seats for persons with disabilities. Signs identifying these as priority seats are provided.
Meets	Interior handrails and stanchions should not interfere with the path of travel of a common wheelchair from the accessible entrance to the securement areas. [§ 38.29(a)]	Interior handrails and stanchions do not interfere with the path of travel of a wheelchair from the accessible entrance to the securement areas.
Meets	<p>Handrails and stanchions shall be provided in the entrance area and through the fare collection area to assist persons with disabilities as they enter and pay a fare. Some portion of this handrail/stanchion system must be able to be grasped from outside the vehicle to assist persons as they start to board. Handrails shall have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, shall provide a minimum of 1 1/2 inches of "knuckle clearance," and shall have eased edges with corner radii of not less than 1/8 inch.</p> <p>On vehicles 22 feet in length or longer which have fare collection systems, a horizontal assist shall be provided across the front of the vehicle to allow a person to lean against the assist while paying a fare. [§ 38.29(b)]</p>	Handrails and stanchions are in the entrance

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Handrails and stanchions shall also be provided to assist with on-board circulation, sitting and standing, and exiting the vehicle. [§ 38.29(b)]	Handrails and stanchions are provided
N/A	For vehicles longer than 22 feet, an overhead handrail or handrails shall be provided which are continuous from front to back except for a gap at the rear doorway. [§ 38.29(c)]	
N/a	For vehicles longer than 22 feet that have front door lifts or ramps, vertical stanchions immediately behind the driver shall either terminate at the lower edge of the aisle-facing seats or be "dog-legged" so that the floor attachment does not impede or interfere with wheelchair footrests. [§ 38.29(e)]	
N/A	If the driver's seat must be passed by a wheelchair user, the pedestal shall not extend into the aisle or vestibule beyond the wheel housing, to the maximum extent practicable. [§ 38.29(e)]	
Meets	Lighting of at least 2 foot-candles, measured on the step treads or lift platform, shall be provided in the step well or doorway immediately adjacent to the driver. Lighting shall activate when the door is opened. [§ 38.31(a)]	Lighting of at least 2 foot-candles
Meets	Other step well and doorways shall have similar lighting at all times. [§ 38.31(b)]	Other step well and doorways have at least 2 foot candles lighting.
Meets	Lighting of at least 1 foot-candle shall be provided outside all doorways to illuminate the street surface for an area up to 3 feet perpendicular to the bottom step tread outer edge. Lighting shall be located below window level and shall be shielded to protect the eyes of entering and exiting passengers. [§ 38.31(c)]	at least 1 foot-candle are provided outside all doorways to illuminate the street surface for an area up to 3 feet perpendicular to the bottom step tread outer edge.
Meets	Fareboxes are to be located as far forward as possible and must not obstruct traffic in the vestibule area, particularly wheelchairs and mobility aids. [§ 38.33]	Fareboxes are to be located in the front
N/A	Vehicles in excess of 22 feet used in multiple-stop, fixed route service must be equipped with a public address system. [§ 38.35(a)]	
N/A	For vehicles in excess of 22 feet where passengers are permitted to exit at multiple stops at their option, a "stop request" control must be provided adjacent to the securement locations. The system shall provide both auditory and visual indications that the stop has been requested. Controls shall be located from 15 to 48 inches above the floor, shall be operable with one hand, shall not require tight grasping, pinching, or twisting of the wrist, and shall be activated by a force no greater than 5 lbf. [§ 38.37]	
N/A	If destination or route information is displayed on the exterior of a vehicle, illuminated signs shall be	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
n/a	provided at the front and boarding side of the vehicle. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 1 inch for signs on the boarding side and 2 inches for front "head signs." Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with background color. [§ 38.39]	



GENERAL INFORMATION

Name of Public Entity	Chapmans Management Company
Fleet Number Assigned by Public Entity/Contractor (if applicable):	239
Type of Vehicle: (check one)	
• Van	<input checked="" type="checkbox"/>
• Bus (22 feet in length or under)	<input type="checkbox"/>
• Bus (greater than 22 feet in length)	<input type="checkbox"/>
Make/Model	VPV MVI
Year	2012
Name of Person Conducting Review	Barsheem Chapman
Signature	
Date	4/11/22

LIFT SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	The design load of a lift must be at least 600 pounds. Working parts must have a safety factor of at least six. Non-working parts shall have a safety factor of at least three. [§ 38.23(b)(1)]	
N/A	Controls must be interlocked with the brakes, transmission, or door so that the vehicle cannot move unless the interlock is engaged. [§ 38.23(b)(2)(i)]	
N/A	Controls must be "momentary contact type" (meaning they require constant pressure) and must allow the up/down cycle to be reversed without causing the platform to "stow" while occupied. [§ 38.23(b)(2)(i)]	
N/A	Lifts must be equipped with an emergency backup system. The emergency backup system shall be capable of being operated both up and down without the platforms "stowing" while occupied. [§ 38.23(b)(3)]	
N/A	Must be designed so that in the event of a power failure, the platform cannot fall faster than 12 inches per second. [§ 38.23(b)(4)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	Must have an inner barrier or inherent design feature to prevent the mobility aid from rolling off the side closest to the vehicle until the platform is in its fully raised position. [§ 38.23(b)(5)]	
N/A	Side barriers must be at least 1 1/2 inches high. [§ 38.23(b)(5)]	
N/A	The "loading-edge" (or outer) barrier shall be sufficient to prevent a power wheelchair from riding over or otherwise defeating it. If this barrier is automatic, it must close when the platform is no more than 3 inches off the ground. If the outer barrier is to be driver operated, it must have an interlock or inherent design that prevents the platform from being raised until the barrier is closed or other system is engaged. [§ 38.23(b)(5)]	
N/A	The platform surface must be slip resistant with no protrusions over 1/4 inch. [§ 38.23(b)(6)]	
N/A	The platform must be at least 28 1/2-inches wide measured at the platform surface and at least 30 inches wide measured from 2 inches above the platform surface to 30 inches above the surface. It must also be at least 48 inches long measured from 2 inches above the surface to 30 inches above the surface. [§ 38.23(b)(6)]	
N/A	Gaps between the platform surface and any barrier can be no more than 5/8 inch. Semi-automatic lifts can have a handhold in the platform that measures no more than 1 1/2 inches by 4 1/2 inches. [§ 38.23(b)(7)]	
N/A	When in the fully raised position, the platform surface must be vertically within 5/8 inch of the finished floor and horizontally within 1/2 inch of the finished floor. [§ 38.23(b)(7)]	
N/A	The ramp from ground to platform (often the lowered outer barrier) must have a slope of no more than 1:8 for a maximum rise of 3 inches (i.e., if platform is 1 inch off the ground, ramp must be at least 8 inches long). If the threshold from ground to ramp (i.e., the thickness of the ramp material) is more than 1/4 inch, it must be beveled with a slope no greater than 1:2. [§ 38.23(b)(8)]	
N/A	The platform must not deflect more than 3 degrees in any direction when a 600-pound load is placed on the center of the platform. [§ 38.23(b)(9)]	
N/A	The platform must raise or lower in no more than 6 inches per second. The platform must be stowed or deployed in no more than 12 inches per second. Horizontal acceleration can be no more than 0.3 g. [§ 38.23(b)(10)]	
N/A	Components of a lift must be designed to allow boarding in either direction. [§ 38.23(b)(11)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	Must be equipped with two handrails that move in tandem with the lift platform. Handrails must be 30-38 inches above the platform surface and must have a useable grasping area of at least 8 inches. Handrails must be capable of supporting 100 pounds, must have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and must have at least 1 1/2 inches of "knuckle clearance." [§ 38.23(b)(13)]	
N/A	Lifts may be marked to identify the preferred standing position. [§ 38.23(b)(12)]	

RAMP SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Ramps 30 inches or greater in length must have a design load of 600 pounds. Ramps under 30 inches in length must have a design load of 300 pounds. [§ 38.23(c)(1)]	Have a design load of 600 pounds
Meets	Ramp surface must be continuous and slip resistant. Protrusions can be no more than 1/4 inch. [§ 38.23(c)(2)]	Ramp surface is continuous and slip resistant. Protrusions is no more than 1/4 inch.
Meets	Ramps must be at least 30 inches wide. [§ 38.23(c)(2)]	Ramps is at least 30 inches wide
Meets	Ramps must accommodate both three-wheeled and four-wheeled mobility aids. [§ 38.23(c)(2)]	Ramps accommodate both three-wheeled and four-wheeled mobility aids
Meets	If the threshold from the ground to the ramp surface exceeds 1/4 inch, it must be beveled with a maximum slope of 1:2. [§ 38.23(c)(3)]	Ramp surface have maximum slope of 1:2.
Meets	Side barriers, at least 2 inches high, must be provided. [§ 38.23(c)(4)]	Side barriers are at least 2 inches high
Meets	<p>Ramps must have the least slope practicable. When the ramp is deployed to ground, the slope cannot exceed 1:4 (i.e., for a vehicle with a finished floor 12 inches above the ground, a 48-inch ramp would be needed). When deployed to a 6-inch curb the following maximum slopes would apply:</p> <p>Finished floor height above 6-inch curb</p> <ul style="list-style-type: none"> • 3 inches or less – maximum slope of 1:4 • 6 inches or less, but more than 3 inches – maximum slope of 1:6 • 9 inches or less, but more than 6 inches – maximum slope of 1:8 • Greater than 9 inches – maximum slope of 1:12 <p>[§ 38.23(c)(5)]</p>	<p>3 inches or less -maximum slope of 1:4</p> <p>6 inches or less, but more than 3 inches - maximum slope of 1:6</p>
Meets	The ramp must be firmly attached to the vehicle. [§ 38.23(c)(6)]	The ramp is firmly attached to the vehicle
Meets	Gaps between the ramp and vehicle finish floor can be no more than 5/8 inch. [§ 38.23(c)(6)]	Gaps between the ramp and vehicle finish floor is no more than 5/8 inch
Meets	A compartment or securement system must be provided for the ramp to keep it from impinging on the space set aside for mobility aid users and to keep it from becoming a hazard in the event of a sudden stop. [§ 38.23(c)(7)]	securement system is provided

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Handrails are not required. If they are provided, however, they must support 100 pounds, be 30 to 38 inches above the ramp surface, have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and be continuous for the full length of the ramp. [§ 38.23(c)(8)]	

SECUREMENT AREA

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	Vehicles over 22 feet in length must have two (2) securement locations. Vehicles 22 feet and under must have one (1) securement location. Vehicles are to be measured from the front-most part to the rear-most item (including the bumpers). [§ 38.23(a)]	
Meets	<p>Wheelchairs and mobility aids must be oriented as follows:</p> <ul style="list-style-type: none"> For vehicles greater than 22 feet in length, at least one securement position must be forward facing. Other securement areas can be either forward or rear facing. For vehicles 22 feet in length or less, the one required position can be either forward or rear facing. <p>[§ 38.23(d)(4)]</p>	Forward facing
n/a	If wheelchair and mobility-aid users are secured in a rear-facing orientation, a padded barrier must be provided. The barrier must be 18 inches wide and extend from 38 inches to 56 inches above the floor. [§ 38.23(d)(4)]	
Meets	<p>Securement systems must have the following design loads:</p> <ul style="list-style-type: none"> For vehicle with a GVWR of 30,000 pounds or more: 2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid. For vehicles with a GVWR of less than 30,000 pounds: 2,500 pounds per clamp/strap and 5,000 pounds per mobility aid. <p>[§ 38.23(d)(1)]</p>	2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid.
Meets	Securement area must be located as close to the accessible entrance as possible. [§ 38.23(d)(2)]	Securement area are located as close to the accessible entrance
Meets	A clear floor area of 30 inches wide by 48 inches long must be provided for each securement area. This can include an area up to 6 inches under a seat as long as there is a vertical clearance of at least 9 inches. If flip-seats are utilized, they cannot obstruct the required floor area. The required floor area can overlap the access path (the path of travel from the accessible entrance to the securement area). [§ 38.23(d)(2)]	area of 30 inches wide: by 48 inches long is provided for each securement area
Meets	The securement system must accommodate all common wheelchairs and mobility aids (any mobility aid not exceeding 30 inches in width and 48 inches in length and weighing no more than 600 pounds when occupied) and be operable by someone with average dexterity that is familiar with the system. [§ 38.23(d)(3)]	The securement accommodate all common wheelchairs and mobility aids
Meets	Securement systems must keep mobility aids from	Securement systems keeps mobility aids

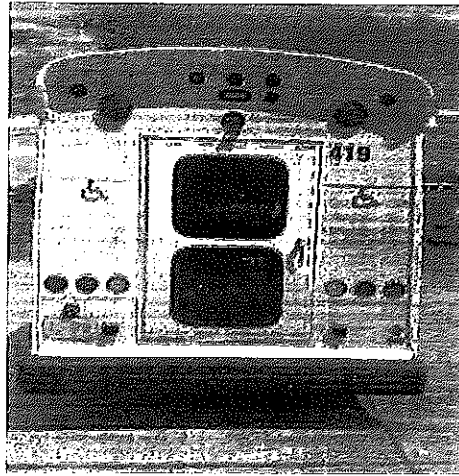
Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	moving no more than 2 inches in any direction. [§ 38.23(d)(5)]	from moving no more than 2 inches in any direction.
Meets	The securement system must be located to be readily accessed when needed but must not interfere with passenger movement or be a hazard to passengers. It should also be reasonably protected from vandalism. [§ 38.23(d)(6)]	securement system is readily accessed
Meets	A seat belt and shoulder harness must be provided for each securement position. The seat belt and shoulder harness must be separate from the securement system for the mobility aid. [§ 38.23(d)(7)]	seat belt and shoulder harness are provided for each securement position. seat belt and shoulder harness are separate from the securement system
Meets	A sign must be provided which indicates that the securement area is to be used by persons who use wheelchairs and mobility aids. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(b), § 38.27(c)]	signs are provided which indicates that the securement area is to be used by persons who use wheelchairs and mobility aids

GENERAL VEHICLE SPECIFICATIONS

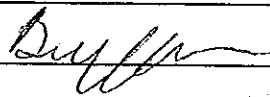
Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Aisles, steps, and floor areas must be slip resistant. [§ 38.25(a)]	Aisles, steps, and floor areas are slip resistant
Meets	Step edges, thresholds, and the boarding edge of ramps or lift platforms must have a band of color that contrasts with the step/floor surface. Typically, white or bright yellow is used to contrast against dark floors. [§ 38.25(b)]	Step edges, thresholds, and the boarding edge of lift platforms must have a yellow color that contrasts with the step/floor surface
Meets	The height of doors at accessible entrances and the interior height along the path of travel between accessible entrances and securement areas shall be as follows: <ul style="list-style-type: none"> For vehicles 22 feet or longer, the clearance from the raised lift platform or the ramp surface to the top of the door must be at least 68 inches. For vehicles less than 22 feet, the overhead clearance must be at least 56 inches. [§ 38.25(c)]	overhead clearance are be at least 56 inches
Meets	At least one set of forward-facing seats must be designated as priority seats for persons with disabilities. Signs identifying these as priority seats must be provided. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(a), § 38.27(c)]	At least one set of forward-facing seats is designated as priority seats for persons with disabilities. Signs identifying these as priority seats are provided.
Meets	Interior handrails and stanchions should not interfere with the path of travel of a common wheelchair from the accessible entrance to the securement areas. [§ 38.29(a)]	Interior handrails and stanchions do not interfere with the path of travel of a wheelchair from the accessible entrance to the securement areas.
Meets	Handrails and stanchions shall be provided in the entrance area and through the fare collection area to assist persons with disabilities as they enter and pay a fare. Some portion of this handrail/stanchion system must be able to be grasped from outside the vehicle to assist persons as they start to board. Handrails shall have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, shall provide a minimum of 1 1/2 inches of "knuckle clearance," and shall have eased edges with corner radii of not less than 1/8 inch. On vehicles 22 feet in length or longer which have fare collection systems, a horizontal assist shall be provided across the front of the vehicle to allow a person to lean against the assist while paying a fare. [§ 38.29(b)]	Handrails and stanchions are in the entrance

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Handrails and stanchions shall also be provided to assist with on-board circulation, sitting and standing, and exiting the vehicle. [§ 38.29(b)]	Handrails and stanchions are provided
N/A	For vehicles longer than 22 feet, an overhead handrail or handrails shall be provided which are continuous from front to back except for a gap at the rear doorway. [§ 38.29(c)]	
N/A	For vehicles longer than 22 feet that have front door lifts or ramps, vertical stanchions immediately behind the driver shall either terminate at the lower edge of the aisle-facing seats or be "dog-legged" so that the floor attachment does not impede or interfere with wheelchair footrests. [§ 38.29(e)]	
N/A	If the driver's seat must be passed by a wheelchair user, the pedestal shall not extend into the aisle or vestibule beyond the wheel housing, to the maximum extent practicable. [§ 38.29(e)]	
Meets	Lighting of at least 2 foot-candles, measured on the step treads or lift platform, shall be provided in the step well or doorway immediately adjacent to the driver. Lighting shall activate when the door is opened. [§ 38.31(a)]	Lighting of at least 2 foot-candles.
Meets	Other step well and doorways shall have similar lighting at all times. [§ 38.31(b)]	Other step well and doorways have at least 2 foot candles lighting
Meets	Lighting of at least 1 foot-candle shall be provided outside all doorways to illuminate the street surface for an area up to 3 feet perpendicular to the bottom step tread outer edge. Lighting shall be located below window level and shall be shielded to protect the eyes of entering and exiting passengers. [§ 38.31(c)]	at least 1 foot-candle are provided outside all doorways to illuminate the street surface for an area up to 3 feet perpendicular to the bottom step tread outer edge.
Meets	Fareboxes are to be located as far forward as possible and must not obstruct traffic in the vestibule area, particularly wheelchairs and mobility aids. [§ 38.33]	Fare boxes are to be located in the front
N/A	Vehicles in excess of 22 feet used in multiple-stop, fixed route service must be equipped with a public address system. [§ 38.35(a)]	
N/A	For vehicles in excess of 22 feet where passengers are permitted to exit at multiple stops at their option, a "stop request" control must be provided adjacent to the securement locations. The system shall provide both auditory and visual indications that the stop has been requested. Controls shall be located from 15 to 48 inches above the floor, shall be operable with one hand, shall not require tight grasping, pinching, or twisting of the wrist, and shall be activated by a force no greater than 5 lbf. [§ 38.37]	
N/A	If destination or route information is displayed on the exterior of a vehicle, illuminated signs shall be	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	provided at the front and boarding side of the vehicle. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 1 inch for signs on the boarding side and 2 inches for front "head signs." Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with background color. [§ 38.39]	



GENERAL INFORMATION

Name of Public Entity	Chapmans Management Company
Fleet Number Assigned by Public Entity/Contractor (if applicable):	419
Type of Vehicle: (check one)	
• Van	
• Bus (22 feet in length or under)	X
• Bus (greater than 22 feet in length)	
Make/Model	Ford E350
Year	2013
Name of Person Conducting Review	Barsheem Chapman
Signature	
Date	4/11/21

LIFT SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	The design load of a lift must be at least 600 pounds. Working parts must have a safety factor of at least six. Non-working parts shall have a safety factor of at least three. [§ 38.23(b)(1)]	600 pound
Meets	Controls must be interlocked with the brakes, transmission, or door so that the vehicle cannot move unless the interlock is engaged. [§ 38.23(b)(2)(i)]	Controls are interlocked with the brakes, transmission.
Meets	Controls must be "momentary contact type" (meaning they require constant pressure) and must allow the up/down cycle to be reversed without causing the platform to "stow" while occupied. [§ 38.23(b)(2)(i)]	Controls are "momentary contact type"
Meets	Lifts must be equipped with an emergency backup system. The emergency backup system shall be capable of being operated both up and down without the platforms "stowing" while occupied. [§ 38.23(b)(3)]	Lift is equipped with an emergency backup system
Meets	Must be designed so that in the event of a power failure, the platform cannot fall faster than 12 inches per second. [§ 38.23(b)(4)]	In the event of a power failure, the platform will not fall faster than 12 inches per second

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Must have an inner barrier or inherent design feature to prevent the mobility aid from rolling off the side closest to the vehicle until the platform is in its fully raised position. [§ 38.23(b)(5)]	inherent design feature to prevent the mobility aid from rolling off the side
Meets	Side barriers must be at least 1 1/2 inches high. [§ 38.23(b)(5)]	1 1/2 inches high
Meets	The "loading-edge" (or outer) barrier shall be sufficient to prevent a power wheelchair from riding over or otherwise defeating it. If this barrier is automatic, it must close when the platform is no more than 3 inches off the ground. If the outer barrier is to be driver operated, it must have an interlock or inherent design that prevents the platform from being raised until the barrier is closed or other system is engaged. [§ 38.23(b)(5)]	3 inches off the ground.
Meets	The platform surface must be slip resistant with no protrusions over 1/4 inch. [§ 38.23(b)(6)]	Slip resistant platform surface with no protrusions over 1/4 inc
Meets	The platform must be at least 28 1/2-inches wide measured at the platform surface and at least 30 inches wide measured from 2 inches above the platform surface to 30 inches above the surface. It must also be at least 48 inches long measured from 2 inches above the surface to 30 inches above the surface. [§ 38.23(b)(6)]	Platform 28 1/2-inches wide
Meets	Gaps between the platform surface and any barrier can be no more than 5/8 inch. Semi-automatic lifts can have a handhold in the platform that measures no more than 1 1/2 inches by 4 1/2 inches. [§ 38.23(b)(7)]	Gaps between the platform surface and any barrier are no more than 5/8 inch.
Meets	When in the fully raised position, the platform surface must be vertically within 5/8 inch of the finished floor and horizontally within 1/2 inch of the finished floor. [§ 38.23(b)(7)]	5/8 inch of the finished floor and horizontally within 1/2 inch of the finished floor
Meets	The ramp from ground to platform (often the lowered outer barrier) must have a slope of no more than 1:8 for a maximum rise of 3 inches (i.e., if platform is 1 inch off the ground, ramp must be at least 8 inches long). If the threshold from ground to ramp (i.e., the thickness of the ramp material) is more than 1/4 inch, it must be beveled with a slope no greater than 1:2. [§ 38.23(b)(8)]	slope of no more than 1:8 for a maximum rise of 3 inches
Meets	The platform must not deflect more than 3 degrees in any direction when a 600-pound load is placed on the center of the platform. [§ 38.23(b)(9)]	platform do not deflect more than 3 degrees in any direction when a 600-pound load
Meets	The platform must raise or lower in no more than 6 inches per second. The platform must be stowed or deployed in no more than 12 inches per second. Horizontal acceleration can be no more than 0.3 g. [§ 38.23(b)(10)]	platform must raise or lower in no more than 6 inches per second stowed or deployed in no more than 12 inches per second. Horizontal acceleration no more than 0.3
Meets	Components of a lift must be designed to allow boarding in either direction. [§ 38.23(b)(11)]	Components of a lift are designed to allow boarding in either direction

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Must be equipped with two handrails that move in tandem with the lift platform. Handrails must be 30-38 inches above the platform surface and must have a useable grasping area of at least 8 inches. Handrails must be capable of supporting 100 pounds, must have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and must have at least 1 1/2 inches of "knuckle clearance." [§ 38.23(b)(13)]	Handrails are 30-38 inches above the platform surface and have a usable grasping area of at least 8 inches. supports 100lbs, have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and at least 1 1/2 inches of "knuckle
Meets	Lifts may be marked to identify the preferred standing position. [§ 38.23(b)(12)]	Lifts marked to identify the preferred standing position

RAMP SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	Ramps 30 inches or greater in length must have a design load of 600 pounds. Ramps under 30 inches in length must have a design load of 300 pounds. [§ 38.23(c)(1)]	
N/A	Ramp surface must be continuous and slip resistant. Protrusions can be no more than 1/4 inch. [§ 38.23(c)(2)]	
N/A	Ramps must be at least 30 inches wide. [§ 38.23(c)(2)]	
N/A	Ramps must accommodate both three-wheeled and four-wheeled mobility aids. [§ 38.23(c)(2)]	
N/A	If the threshold from the ground to the ramp surface exceeds 1/4 inch, it must be beveled with a maximum slope of 1:2. [§ 38.23(c)(3)]	
N/A	Side barriers, at least 2 inches high, must be provided. [§ 38.23(c)(4)]	
N/A	<p>Ramps must have the least slope practicable. When the ramp is deployed to ground, the slope cannot exceed 1:4 (i.e., for a vehicle with a finished floor 12 inches above the ground, a 48-inch ramp would be needed). When deployed to a 6-inch curb the following maximum slopes would apply:</p> <p>Finished floor height above 6-inch curb</p> <ul style="list-style-type: none"> • 3 inches or less – maximum slope of 1:4 • 6 inches or less, but more than 3 inches – maximum slope of 1:6 • 9 inches or less, but more than 6 inches – maximum slope of 1:8 • Greater than 9 inches – maximum slope of 1:12 <p>[§ 38.23(c)(5)]</p>	
N/A	The ramp must be firmly attached to the vehicle. [§ 38.23(c)(6)]	
N/A	Gaps between the ramp and vehicle finish floor can be no more than 5/8 inch. [§ 38.23(c)(6)]	
N/A	A compartment or securement system must be provided for the ramp to keep it from impinging on the space set aside for mobility aid users and to keep it from becoming a hazard in the event of a sudden stop. [§ 38.23(c)(7)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	Handrails are not required. If they are provided, however, they must support 100 pounds, be 30 to 38 inches above the ramp surface, have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and be continuous for the full length of the ramp. [§ 38.23(c)(8)]	

SECUREMENT AREA

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
N/A	Vehicles over 22 feet in length must have two (2) securement locations. Vehicles 22 feet and under must have one (1) securement location. Vehicles are to be measured from the front-most part to the rear-most item (including the bumpers). [§ 38.23(a)]	
Meets	<p>Wheelchairs and mobility aids must be oriented as follows:</p> <ul style="list-style-type: none"> For vehicles greater than 22 feet in length, at least one securement position must be forward facing. Other securement areas can be either forward or rear facing. For vehicles 22 feet in length or less, the one required position can be either forward or rear facing. <p>[§ 38.23(d)(4)]</p>	Forward facing
N/a	If wheelchair and mobility-aid users are secured in a rear-facing orientation, a padded barrier must be provided. The barrier must be 18 inches wide and extend from 38 inches to 56 inches above the floor. [§ 38.23(d)(4)]	
Meets	<p>Securement systems must have the following design loads:</p> <ul style="list-style-type: none"> For vehicle with a GVWR of 30,000 pounds or more: 2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid. For vehicles with a GVWR of less than 30,000 pounds: 2,500 pounds per clamp/strap and 5,000 pounds per mobility aid. <p>[§ 38.23(d)(1)]</p>	2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid.
Meets	Securement area must be located as close to the accessible entrance as possible. [§ 38.23(d)(2)]	Securement area are located as close to the accessible entrance
Meets	A clear floor area of 30 inches wide by 48 inches long must be provided for each securement area. This can include an area up to 6 inches under a seat as long as there is a vertical clearance of at least 9 inches. If flip-seats are utilized, they cannot obstruct the required floor area. The required floor area can overlap the access path (the path of travel from the accessible entrance to the securement area). [§ 38.23(d)(2)]	area of 30 inches wide: by 48 inches long is provided for each securement area
Meets	The securement system must accommodate all common wheelchairs and mobility aids (any mobility aid not exceeding 30 inches in width and 48 inches in length and weighing no more than 600 pounds when occupied) and be operable by someone with average dexterity that is familiar with the system. [§ 38.23(d)(3)]	The securement accommodate all common wheelchairs and mobility aids
Meets	Securement systems must keep mobility aids from	Securement systems keeps mobility aids

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	moving no more than 2 inches in any direction. [§ 38.23(d)(5)]	from moving no more than 2 inches in any direction.
Meets	The securement system must be located to be readily accessed when needed but must not interfere with passenger movement or be a hazard to passengers. It should also be reasonably protected from vandalism. [§ 38.23(d)(6)]	securement system is readily accessed
Meets	A seat belt and shoulder harness must be provided for each securement position. The seat belt and shoulder harness must be separate from the securement system for the mobility aid. [§ 38.23(d)(7)]	seat belt and shoulder harness are provided for each securement position. seat belt and shoulder harness are separate from the securement system
Meets	A sign must be provided which indicates that the securement area is to be used by persons who use wheelchairs and mobility aids. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(b), § 38.27(c)]	signs are provided which indicates that the securement area is to be used by persons who use wheelchairs and mobility aids

GENERAL VEHICLE SPECIFICATIONS

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Aisles, steps, and floor areas must be slip resistant. [§ 38.25(a)]	Aisles, steps, and floor areas are slip resistant
Meets	Step edges, thresholds, and the boarding edge of ramps or lift platforms must have a band of color that contrasts with the step/floor surface. Typically, white or bright yellow is used to contrast against dark floors. [§ 38.25(b)]	Step edges, thresholds, and the boarding edge of lift platforms must have a yellow color that contrasts with the step/floor surface
Meets	<p>The height of doors at accessible entrances and the interior height along the path of travel between accessible entrances and securement areas shall be as follows:</p> <ul style="list-style-type: none"> For vehicles 22 feet or longer, the clearance from the raised lift platform or the ramp surface to the top of the door must be at least 68 inches. For vehicles less than 22 feet, the overhead clearance must be at least 56 inches. <p>[§ 38.25(c)]</p>	overhead clearance are be at least 56 inches.
Meets	At least one set of forward-facing seats must be designated as priority seats for persons with disabilities. Signs identifying these as priority seats must be provided. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(a), § 38.27(c)]	At least one set of forward-facing seats is designated as priority seats for persons with disabilities. Signs identifying these as priority seats are provided.
Meets	Interior handrails and stanchions should not interfere with the path of travel of a common wheelchair from the accessible entrance to the securement areas. [§ 38.29(a)]	Interior handrails and stanchions do not interfere with the path of travel of a wheelchair from the accessible entrance to the securement areas.
Meets	<p>Handrails and stanchions shall be provided in the entrance area and through the fare collection area to assist persons with disabilities as they enter and pay a fare. Some portion of this handrail/stanchion system must be able to be grasped from outside the vehicle to assist persons as they start to board. Handrails shall have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, shall provide a minimum of 1 1/2 inches of "knuckle clearance," and shall have eased edges with corner radii of not less than 1/8 inch.</p> <p>On vehicles 22 feet in length or longer which have fare collection systems, a horizontal assist shall be provided across the front of the vehicle to allow a person to lean against the assist while paying a fare. [§ 38.29(b)]</p>	Handrails and stanchions are in the entrance

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
Meets	Handrails and stanchions shall also be provided to assist with on-board circulation, sitting and standing, and exiting the vehicle. [§ 38.29(b)]	Handrails and stanchions are provided
N/A	For vehicles longer than 22 feet, an overhead handrail or handrails shall be provided which are continuous from front to back except for a gap at the rear doorway. [§ 38.29(c)]	
N/a	For vehicles longer than 22 feet that have front door lifts or ramps, vertical stanchions immediately behind the driver shall either terminate at the lower edge of the aisle-facing seats or be "dog-legged" so that the floor attachment does not impede or interfere with wheelchair footrests. [§ 38.29(e)]	
N/A	If the driver's seat must be passed by a wheelchair user, the pedestal shall not extend into the aisle or vestibule beyond the wheel housing, to the maximum extent practicable. [§ 38.29(e)]	
Meets	Lighting of at least 2 foot-candles, measured on the step treads or lift platform, shall be provided in the step well or doorway immediately adjacent to the driver. Lighting shall activate when the door is opened. [§ 38.31(a)]	Lighting of at least 2 foot-candles
Meets	Other step well and doorways shall have similar lighting at all times. [§ 38.31(b)]	Other step well and doorways have at least 2 foot candles lighting.
Meets	Lighting of at least 1 foot-candle shall be provided outside all doorways to illuminate the street surface for an area up to 3 feet perpendicular to the bottom step tread outer edge. Lighting shall be located below window level and shall be shielded to protect the eyes of entering and exiting passengers. [§ 38.31(c)]	at least 1 foot-candle are provided outside all doorways to illuminate the street surface for an area up to 3 feet petpendicular to the bottom step tread outer edge.
Meets	Fareboxes are to be located as far forward as possible and must not obstruct traffic in the vestibule area, particularly wheelchairs and mobility aids. [§ 38.33]	Fareboxes are to be located in the front
N/A	Vehicles in excess of 22 feet used in multiple-stop, fixed route service must be equipped with a public address system. [§ 38.35(a)]	
N/A	For vehicles in excess of 22 feet where passengers are permitted to exit at multiple stops at their option, a "stop request" control must be provided adjacent to the securement locations. The system shall provide both auditory and visual indications that the stop has been requested. Controls shall be located from 15 to 48 inches above the floor, shall be operable with one hand, shall not require tight grasping, pinching, or twisting of the wrist, and shall be activated by a force no greater than 5 lbf. [§ 38.37]	
N/A	If destination or route information is displayed on the exterior of a vehicle, illuminated signs shall be	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
n/a	provided at the front and boarding side of the vehicle. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 1 inch for signs on the boarding side and 2 inches for front "head signs." Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with background color. [§ 38.39]	

Service Reference #: 2
Firm Name: ModivCare
Street: 777 Lowndes Hill Rd Bldg 2, Suite 202
City, State, Zip Code: Greenville, SC 29607
Contact Person: Telephone Number: 866-910-7684
Length of Service: from 2019 to Present

Please describe the services Proposer provided to this organization by checking as many of the following as apply:

☒ Fixed Route ☐ Charter
☒ Demand Response (Paratransit) ☐ Daily School Bus Service
☒ Other (describe) Wheelchair

Average number of miles operated per weekday: 2,500
Days of operation: Monday-Saturday
Average number of vehicles operated per weekday: 5
Types of vehicles operated: ADA vans
Types of users (ex. general public, disabled, etc.): General public, disabled

Additional information: Service Reference 3

Service Reference #: 3
Firm Name: One Call
Street: 841 Prudential Drive, Suite 204
City, State, Zip Code: Jacksonville, FL 32207
Contact Person: Telephone Number: 904-510-4385
Length of Service: from 2019 to Present

Please describe the services Proposer provided to this organization by checking as many of the following as apply:

☒ Fixed Route ☐ Charter
☒ Demand Response (Paratransit) ☐ Daily School Bus Service
☒ Other (describe) Wheelchair

Average number of miles operated per weekday: 500
Days of operation: Monday-Saturday
Average number of vehicles operated per weekday: 5
Types of vehicles operated: ADA vans
Types of users (ex. general public, disabled, etc.): General public, disabled

Maintenance Program

Our company complies with all scheduled maintenance so that all vehicles used are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle

maintenance standards. Where duplicate recommendations exist, we will maintain the vehicles in accordance with the stricter standards.

All vehicles are kept clean inside and out. All vehicle exteriors are washed weekly and interiors cleaned on a daily basis.

All physical damage to vehicles are repaired within 5 days of occurrence in a high quality manner, regardless of cause.

All damage will be reported to the Transportation Program Coordinator in writing within 48 hours of the incident causing the damage.

Service records are kept for all vehicles for a minimum of 5 years and will be made available to the Community Transportation Program on request.

Driver Standards

All drivers are required to wear a company issued uniform to be neatly and cleanly worn and maintain a courteous and cooperative attitude in their contact with the public. All drivers are required to have an identification badge in plain view so that clients can easily recognize them.

Drivers are not permitted to smoke or use smokeless tobacco inside our vehicles at any time.

All drivers' dispatchers and routers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years.

Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

Pre-employment screening:

Motor Vehicle Record 5-year history obtainable from the North Carolina Dept. of Motor Vehicles and from every state in which the driver resided or held a driver's license within the past three years. Annual checks are required. Driver must not have:

- Suspensions or revocations within the past five years
- No more than 2 chargeable accidents or moving violations within the past three years

Pass a 10 Panel Drug Screen which include:

- Amphetamines
- Barbiturates
- Benzodiazepines (including Valium, Restoril, Xanax, and Librium)
- Cocaine
- Marijuana
- Methadone
- Opiates

- Expanded/Synthetic Opiates (including Oxycodone, etc.)
- Phencyclidine (PCP)
- Propoxyphene (Darvon)

Criminal Background check (no barrier crimes identified in Section IX.F of the MA-2910). If not a resident of NC for at least five consecutive years, the National Crime Information Center (NCIC).

- National Sex Offender Public Website (NSOPW)
- (Systems Award Management) Exclusion Check
- Office of Foreign Assets Control Sanctions List
- Office of Inspector General) Exclusion Check(monthly)
- Health Care Personnel Registry Section

Safety Training:

- Defensive Driving Course
- First Aid/CPR/AED Course
- OSHA Blood borne Pathogens Training
- PASS BASIC
- Conflict Resolution
- Competency Training
- HIPAA Privacy and Security Training
- Drivers Code of Conduct and ADA (Americans with Disabilities Act) Training
- Detecting, Correcting and Preventing Fraud, Waste, and Abuse (FWA) Training
- Emergency Procedures for Vehicle Operations
- PASS Wheelchair certificate
- Drug & Alcohol Training

All drivers training must be approved by the Community Transportation Program and show proof of successful completion to the Community Transportation Program Coordinator within thirty days of completion.

Chapmans Management Company agrees to adhere to all aspects of Cumberland County Community Transportation Program drug and alcohol testing program. Furthermore, Chapmans Management Company agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA.

Testing applies to all safety sensitive employees for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

All employees DOT approved drug and alcohol testing will be completed through US Health works.

Service Description

Chapmans Management Company will provide curb to curb service (in some cases door to door). Service includes subscription trips as well as those of a demand-response nature (1-day notice) for;

- Elderly and Disabled Medical Transportation (State)
- Rural General Public Transportation (State)
- Employment Transportation (State)
- Elderly and Disabled Non-Medical Transportation 5310 (Federal/State)
- Area Agency on Aging Medical Transportation (State)

Our company will provide management, dispatch, and operation of the transportation service to Cumberland County residents.

Service hours: Monday-Saturday; 4am-8pm (with the exception of dialysis trips). Transportation will be provided on all holidays, except on Christmas and New Year's Day.

Our drivers will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment.

Chapmans Management Company require a sixty (60) minute window on scheduled pickups (ninety (90) minute for Fort Bragg trips). Clients will be notified to always be ready one hour prior to appointment time (or one and one half hours for Fort Bragg).

EDTAP, AAA Med, and AAA Gen: No fares or donations will be collected from passengers. Chapmans Management Company and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

5310, EMPL, and RGP: Fares will be collected from passengers. The driver and passenger will be required to sign a log, in order to verify that the fares had been paid, prior to receiving service. This log will be submitted to the Transportation Program Coordinator, along with the invoice, in order to receive payment. Chapmans Management Company understands that fares will be approximately ten percent of the per unit trip cost.

Chapmans Management Company will not supply attendants, but will allow a passenger an escort, if requested.

We will staff our office with at least one person trained to perform radio dispatching functions and monitor telephones while vehicles are on the road providing service.

Our Director have a mobile cellular phone at his/her disposal and can be contacted at any time during office hours without necessarily being within the office.

Chapmans Management Company utilize Trip Master by CTS and Verizon Connect a full suite of scheduling, dispatching, billing, and reporting software for the NEMT and paratransit industries.

Automated Scheduling: Trip Scheduler generates schedules that decrease vehicle miles and drive time.

Mapping: Trip Master's mapping reflect new or closed roads, speed limit adjustments, and other critical information. Comprehensive solutions include:

- Visual displays of rides and routes

- Turn-by-turn directions
- Drive time and mileage calculations
- Quarterly map updates
- Satellite view of locations while scheduling rides

Interactive Voice Response: Automatically contacts passengers the day before and/or day of their scheduled ride with customizable notifications. Trip Reminder drastically reduces load time, no-shows.

Verizon Connect helps our company improve driver behavior and mitigate risks to our business by providing visual context of driving events.

- Trend analysis: Run historical reports on up to 2 years of fleet data to uncover insightful trends, support investigations and extrapolate reliable forecasts.
- Smart dispatching: Quickly locate and dispatch the nearest mobile worker with the right skills and vehicle for the job.
- Route history: Replay our vehicles route history for specific dates and follow the actual routes taken by drivers. Show specific events, such as speeding or stops, and compare drivers' performance.
- Prompt alerts: Custom alerts for our drivers based on speeding, idling, harsh braking, and more.
- Satellite view: Valuable insight on map locations with the most current and comprehensive satellite imagery commercially available. Includes both Street side and Birds Eye views.
- Fuel card tracking: Tracks fuel card usage and automatically identify suspicious transactions using smart algorithms that help identify and reduce fuel card fraud.
- Smart maintenance: Generate vehicle maintenance alerts for our service department and local dealer. This helps improve the accuracy of our preventative maintenance program to control costs.

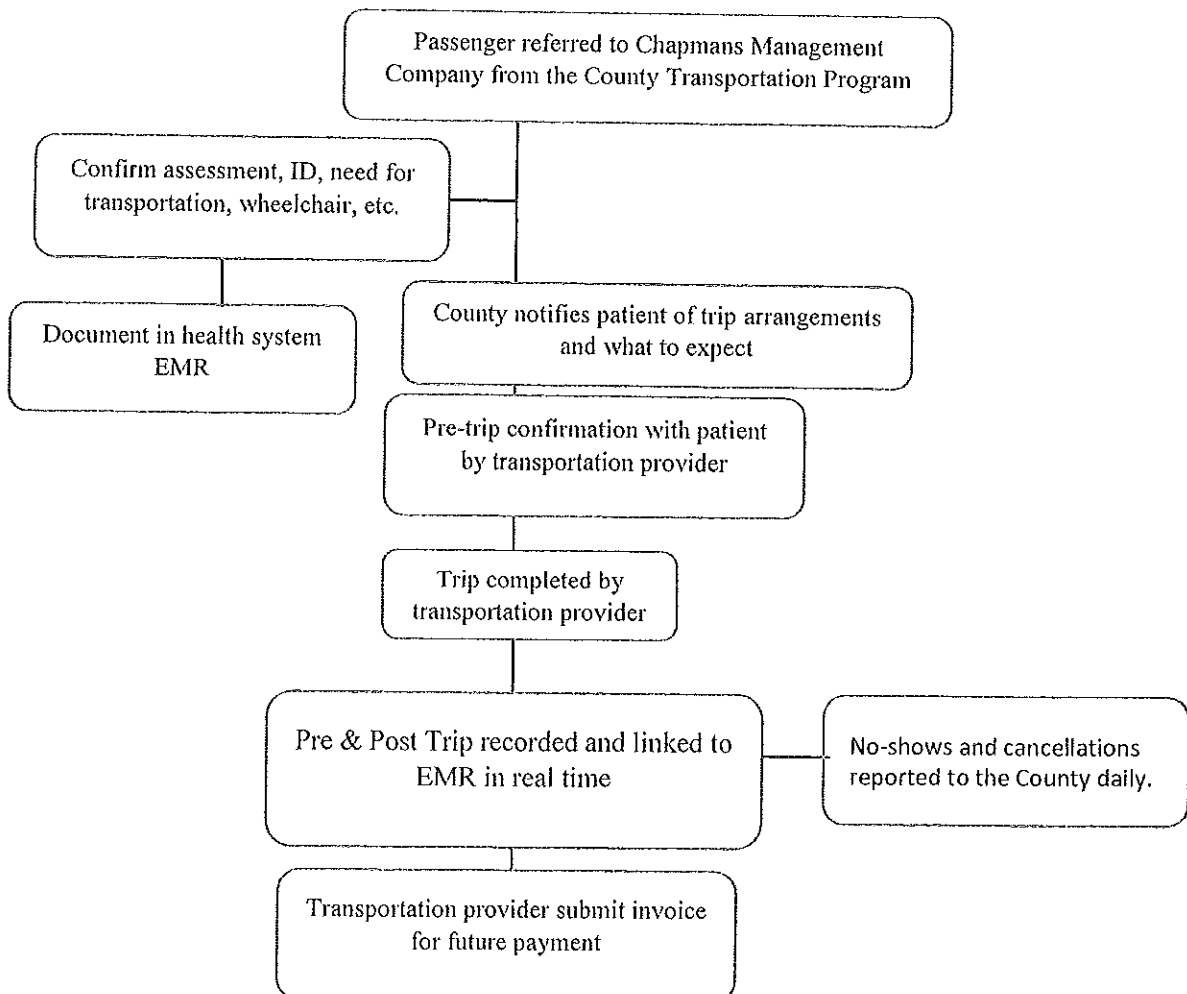
Implementation and Management Plan

Our management team consist of a project manager, regional director, dispatcher, scheduler, and safety trainer to ensure we provide a quality transportation program.

The milestone chart below is a Summary of the approach Chapmans Management Company will undertake to perform the scope of work.

Milestone	Start Date	End Date
Submission of Request for proposal for the Cumberland county Community transportation program Fiscal Year	March 20, 2022	April 18, 2022 12:00 P.M.
Identify and train additional drivers	March 20, 2022	June 1, 2022
Contract awarded		
GO LIVE with scope of work	July 1, 2022	June 30, 2023

Chapmans Management Company will submit a detailed invoice which includes verified client units transported, as well as all supporting paperwork to the Transportation Program Coordinator on a monthly basis. Monthly invoices will be submitted by the 5th of each month following provision of service, directed to the Transportation Program Coordinator.



Safety Policy and Emergency Procedures

Safety Policy

Chapmans Management Company will ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles. All vehicles are equipped with fire extinguishers, web cutters, triangles, and blood-borne pathogens kits.

Employees performs daily pre-trip and post-trip safety inspections all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected.

Emergency Situations

In cases of accident, injury or traffic violation, the police or other appropriate authorities should be contacted. The driver will be sent for drug and alcohol testing immediately where injuries are a result of an accident or incident. Chapmans Management Company will contact the Community Transportation Program Coordinator within 24 hours of such an event. A standard written accident report will be completed and turned in to the Transportation Program Coordinator within 48 hours. Included with this report will also be a copy of the police report if applicable. In cases of emergency the driver will always dial 911 and seek medical assistance.

Manager's resumes

Barsheem C. Chapman
E-mail: bc@chapmansmanagementco.com

Chapmans Management Company
Chairman of the Board

2013 – Present

An independent, management firm specializing in the delivery of childcare, primary care, a full-range of behavior disorder, mental health, substance abuse, and professional services.

- ❖ Identified and acquire new Federal, State and Local contracts. Manage all aspect of the project lifecycle from the scope of work through the provision of deliverables, and contract follow-up.
 - NC Track 2015-Present
 - Cumberland County DSS 2017-Present
 - JOB CORPS AQM 2018-2021
USDA FOREST SERVICE
Contract number: 1282A719C4001
 - Union County July 2021-December 2021
Temporary Non-Emergency Medical Transportation contract
- ❖ It Takes a Village Child Care & Educational Center
Facility ID: 26002339
Location of facility: Fayetteville, NC
Date started: July 2016-current
- ❖ Non-Emergency Medical Transportation.
June 2019-Present
Transportation services for individuals who are ambulatory and non- ambulatory.
 - Contract manager
 - Safety Trainer

Barsheem Chapman Community Development Corporation.

North Carolina Non-Profit Organization 501(c)3

Board Chairman

2007 – Present

- ❖ Omega Academy k-12 Grade Private School (NC Department of Non Public Education)
School ID: 115765

Fayetteville State University

Fayetteville, North Carolina
Bachelor's Degree in Computer Science
2000-2005

This award for education achievement is presented on behalf of the
Community Transportation Association of America and the UWM Center for Transportation Education

To:

Barsheem Chapman

For successful completion of the

Passenger Assistance Safety and Sensitivity (PASS) 7.0

TRAINER CERTIFICATION PROGRAM

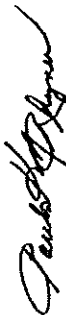
Continuing Education Units: 2.1

Valid March 24, 2021 through March 24, 2024

Certificate #2211571



Scott Bogren
Executive Director, CTAA



Dr. Paula M. Rhynes
Deputy to the Provost for Continuing Education



School of Continuing Education

Patience Glover
Raeford, NC 28376

Work Experience

Dispatcher/Transportation Supervisor

St. Joseph of the Pines Supervisor: March 2015 to April 2020

DUTIES:

- Supervised operators and managed assigned equipment and personnel to effectively utilize services and operations in accordance with all established policies and procedures.
- Initiated appropriate action to correct service problems, when and where necessary.
- Supervised operators, and/or other designated personnel, in their respective assigned areas.
- Planned, organized, and managed the work/schedules of subordinate staff to ensure the work was accomplished and product delivered in a manner consistent with organizational and customer requirements.
- Managed transportation team with responsibility training, developing, coaching, counseling and corrective actions as necessary and within company guidelines while building a positive culture, and implementing solutions to challenges.
- Supervised transportation in accordance with established policies and procedures; monitored and evaluated performance and fostered delegation culture of work tasks.
- Trained drivers and distribution personnel and taught safe driving practices.
- Directed and maintained company owned or leased fleet including ongoing maintenance and fleet rotation plan.
- Developed distribution/operations plan including key strategies.
- Continually improves operational efficiencies.
- Managed transportation personnel to ensure achievement of on-time deliveries.
- Ensured compliance of Department of Transportation regulations.

Human Resource Assistant

Serv-Source Staffing January 2014 to August 2014

DUTIES

- Involved with the administration of day-to-day operations in HR functions and duties.
- Researched and prepared sensitive and confidential HR data for key initiatives, meetings, and programs.
- Coordinated and executed the on-boarding process for all new hires to assure compliance with various legal and administrative requirements prior to individuals starting employment.

- Assisted with revisions and maintenance of job descriptions.
- Received, reviewed, and tracked annual and mid-year performance review forms.
- Processed annual/sick leave and over time requests.
- Processed medical and insurance benefit paperwork.
- Administered FLA paperwork and tracked FMLA designated time in employee timecards.
- Assisted with benefits administration and open enrollment.
- Administered employee recognition program.
- Processed and managed workers' compensation claims.
- Maintained weekly reports, grievances and discipline logs.
- Created and maintained Standard Operating Procedure and training manuals
- Maintained employee files and processed background checks and drug screenings.

Transportation Supervisor

Hallmark Capital Group

October 2010 to March 2012

DUTIES:

- Provided and established transportation routes for the Fort Bragg Shuttle System.
- Ensured overall coverage, safety, and daily operation for over 40 employees, and enforced safety rules and regulations.
- Supervised drivers and transportation attendants by communicating, distributing/collecting, interpreting, and explaining administrative and operational information and procedures.
- Planned and established transportation routes, work assignments, and equipment allocations to meet transportation, operations, or production goals.
- Dispatched personnel and vehicles in response to transportation needs.
- Monitor field work to ensure that it was properly performed.
- Ensured state regulations and laws pertaining to the operation of shuttles were adhered to.
- Processed weekly payroll.
- Resolved issues and collaborated with employees to assist in conflict resolution.
- Implemented measures to improve worker motivation, equipment performance, work methods, and customer satisfaction.
- Prepared, compiled, and submitted reports on work activities, operations, production, and work-related accidents.

Dispatcher

Hallmark Capital Group

December 2008 to October 2010

DUTIES:

- Managed and trained all new dispatchers.
- Set operation policies and standards, including determining safety procedures for the handling of dangerous goods.
- Planned, organized, and managed the work of subordinate staff to ensure that the work was accomplished in a manner consistent with company requirements.
- Promoted safe work activities by conducting safety audits, provided company safety meetings, and one on one personnel meetings.
- Monitored operations to ensure that staff members complied with administrative policies and procedures, safety rules, union contracts, and government regulations.
- Implemented schedule and policy changes.
- Served as the primary point of contact for all employees within assigned territories.
- Resolved schedule problems, driver absenteeism, and dead lined buses ensuring the safety of the drivers.
- Operated a two-way radio for instant person-to-person voice communication with drivers.

Bus Driver

Hallmark Capital Group

May 2007 to October 2010

DUTIES:

- Operated a 44-passenger bus.
- Transported trainees, government, and/or military personnel from central loading areas and drove them to training locations, job sites, or other destination according to the assigned schedule.
- Assisted passengers with boarding, loading and offloading baggage, and ensured they were seated properly.
- Provided information of bus schedules and routes.
- Kept a log of trips and reported delays and accidents.
- Maintained cleanliness and inspected bus for malfunctions to ensure that it was fueled and properly functional prior to departure.
- Perform preventative maintenance on assigned equipment.

Education

- E.E. Smith High School
- Bachelor of science degree in human resource management
Fayetteville State University

Consumer Report for
Barsheem Clifford Chapman

Requestor Company
OneCallCareManagement

Status

Clear

bc@chapmansmanagementco.com

California Candidates/Employees Only: The report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records, and information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report. An investigative consumer reporting agency shall provide a consumer seeking to obtain a copy of a report or making a request to review a file, a written notice in simple, plain English and Spanish setting forth the terms and conditions of his or her right to receive all disclosures, as provided in Section 1786.26.

Sólo para los Candidatos/Empleados de California: En el informe no se garantiza la exactitud o veracidad de la información en cuanto al tema de la investigación, sino sólo que se ha copiado exactamente de los registros públicos, y la información generada como resultado del robo de identidad, incluyendo las pruebas de una actividad delictiva, podría estar incorrectamente asociada con el consumidor que sea el sujeto del informe. Una agencia investigadora de informes de crédito deberá suministrarle a un consumidor que trate de obtener una copia de un informe o solicite revisar un archivo una notificación por escrito en inglés y español lisos y llanos, en la que se establezcan los términos y las condiciones de su derecho a recibir toda la información, como se dispone en la Sección 1786.26.

Report Summary

SSN Trace	Jan 13, 2022	Complete
Sex Offender Search	Jan 13, 2022	Clear
Global Watchlist Search	Jan 13, 2022	Clear
National Search	Jan 13, 2022	Complete
County Searches	Jan 13, 2022	Clear
Motor Vehicle Report	Jan 13, 2022	Clear
FACIS	Jan 13, 2022	Clear

Report information

[Clear](#)

First name Barsheem	Middle name Clifford	Last name Chapman	Date of birth Mar 05, XXXX
Phone number (910) 339-4987	Zipcode 28311	Email bc@chapmansmanag ementco.com	Social Security Number XXX-XX-0192
Driver license 000020447064 (NC)	Previous driver licenses -		
Created at Jan 13, 2022 7:46 PM UTC	Completed at Jan 13, 2022 7:55 PM UTC		

SSN Trace

[Complete](#)

Sex Offender Search

[Clear](#)

Global Watchlist Search

[Clear](#)

National Search

[Complete](#)

County Searches

[Clear](#)

Cumberland, NC

[Clear](#)

Guilford, NC

[Clear](#)

Burke, NC

[Clear](#)

Motor Vehicle Report

[Clear](#)

000020447064 (NC)

License Status	ACTIVE
License Type	PASSENGER
License Class	C
License Expiration Date	Mar 5, 2022
License Issued Date	Aug 16, 2021
License First Issued Date	Jun 25, 2001

Restrictions

NONE

Violations

IMPROPER EQUIPMENT - SPEEDOMETER

Jul 12, 2019

Description	IMPROPER EQUIPMENT - SPEEDOMETER
Issued Date	Jul 12, 2019
Disposition Date	Jun 11, 2020
State	NC
State Code	202

Accidents

ACCIDENT

Apr 12, 2021

Description	ACCIDENT
Accident Date	Apr 12, 2021
State	NC
Note	<i>Unless fault is indicated, only the fact of an accident is being reported.</i>

Suspensions

SUSP: FAILURE TO PAY FINE

Aug 18, 2017

Description	SUSP: FAILURE TO PAY FINE
Start Date	Aug 18, 2017
End Date	Apr 5, 2018
State	NC

FACIS

Clear

Checkr

One Montgomery Street, Suite 2400, San Francisco, CA 94104
candidate.checkr.com - (844) 824-3257

Consumer Report for

Patience M Glover

info@chapmansmanagementco.com

Requestor Company

OneCallCareManagement

Status

Clear

California Candidates/Employees Only: The report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records, and information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report. An investigative consumer reporting agency shall provide a consumer seeking to obtain a copy of a report or making a request to review a file, a written notice in simple, plain English and Spanish setting forth the terms and conditions of his or her right to receive all disclosures, as provided in Section 1786.26.

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Report Summary

SSN Trace	Jan 13, 2022	Complete
Sex Offender Search	Jan 13, 2022	Clear
Global Watchlist Search	Jan 13, 2022	Clear
National Search	Jan 13, 2022	Complete
County Searches	Jan 13, 2022	Clear
Motor Vehicle Report	Jan 13, 2022	Clear
FACIS	Jan 13, 2022	Clear

Report information

Clear

First name Patience	Middle name M	Last name Glover	Date of birth Apr 28, XXXX
Phone number (910) 339-4987	Zipcode 28723	Email info@chapmansmanagementco.com	Social Security Number XXX-XX-2221
Driver license 000008147951 (NC)	Previous driver licenses -		
Created at Jan 13, 2022 8:00 PM UTC	Completed at Jan 13, 2022 8:06 PM UTC		

SSN Trace

Complete

Sex Offender Search

Clear

Global Watchlist Search

Clear

National Search

Complete

County Searches

[Clear](#)

Hoke, NC

[Clear](#)

NO OPERATORS LICENSE (STATUTE: 20-7(A))

Mar 4, 2019

Case Number	19CR 700622
File Date	Mar 4, 2019
Court Jurisdiction	AOC - NORTH CAROLINA - HOKE
County	HOKE
State	NC
Full Name	PATIENCE MONIQUE GLOVER
DOB	Apr 28, 1971
YOB	1971

Charge	NO OPERATORS LICENSE (STATUTE: 20-7(A))
Charge Type	TRAFFIC
Offense Date	Mar 4, 2019
Charge Date	Mar 4, 2019
Disposition	DISMISSAL W/O LEAVE
Disposition Date	Apr 30, 2020

Jackson, NC

[Clear](#)

Motor Vehicle Report

Clear

000008147951 (NC)

License Status	ACTIVE
License Type	CDL
License Class	B
License Expiration Date	Apr 28, 2026
License Issued Date	Oct 1, 2021
License First Issued Date	Jul 29, 1988

Restrictions

NONE

Endorsements

MOTORCYCLE
PASSENGER TRANSPORTATION
MOTORCYCLE
PASSENGER TRANSPORTATION
MOTORCYCLE
PASSENGER TRANSPORTATION

Accidents

ACCIDENT

Nov 14, 2021

Description	ACCIDENT
Accident Date	Nov 14, 2021
State	NC
Note	<i>Unless fault is indicated, only the fact of an accident is being reported.</i>

FACIS

Clear



CERTIFICATE OF COMPLETION

Reference #: 88010-FDBCDDDB6

NSC FIRST AID, CPR, AED Online Course (VI)

Student Information:

PATIENCE MONIQUE GLOVER

- Employer/Company Name: Southern HealthCare Network
- Employer State: NC
- Course Expiration Date: 09/29/2023
- Program Name: NSC FIRST AID, CPR, AED Online Course (VI)
- Certificate #: 88010-FDBCDDDB6
- Provider: National Safety Council (1-800-237-0676)
- Date of Completion: 09/29/2021 16:01:57 EST

**** This certificate is solely for the use by the name listed above. Any modification to this certificate is strictly prohibited ****



CERTIFICATE OF COMPLETION

Reference #: 691FC-B3C83AD3

NSC FIRST AID, CPR, AED Online Course (VI)

Student Information:

BARSHEEM C CHAPMAN

- **Employer/Company Name:** Chapmans Management Company
- **Employer State:** NC
- **Course Expiration Date:** 06/20/2023

- **Program Name:** NSC FIRST AID, CPR, AED Online Course (VI)
- **Certificate #:** 691FC-B3C83AD3
- **Provider:** National Safety Council (1-800-237-0676)

- **Date of Completion:** 06/20/2021 18:41:14 EST

**** This certificate is solely for the use by the name listed above. Any modification to this certificate is strictly prohibited ****

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION

SOSID: 1300587
Date Filed: 2/6/2013 9:14:00 AM
Elaine F. Marshall
North Carolina Secretary of State

C201302500775

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation is: Chapmans Management Company.

2. The number of shares the corporation is authorized to issue is: 500000

3. These shares shall be: *(check either a or b)*

- a. ☒ all of one class, designated as common stock; or
- b. ☐ divided into classes or series within a class as provided in the attached schedule, with the information required by N.C.G.S. Section 55-6-01.

4. The street address and county of the initial registered office of the corporation is:

Number and Street 111 Lamon St Suite 103
City Fayetteville State NC Zip Code 28301 County Cumberland

5. The mailing address, *if different from the street address*, of the initial registered office is:

Number and Street _____
City _____ State _____ Zip Code _____ County _____

6. The name of the initial registered agent is: Barsheem Chapman

7. Principal office information: *(must select either a or b.)*

- a. ☒ The corporation has a principal office.

The street address and county of the principal office of the corporation is:

Number and Street 111 Lamon St Suite 103
City Fayetteville State NC Zip Code 28301 County Cumberland

The mailing address, *if different from the street address*, of the principal office of the corporation is:

Number and Street _____
City _____ State _____ Zip Code _____ County _____

- b. ☐ The corporation does not have a principal office.

8. Any other provisions, which the corporation elects to include, are attached.

9. The name and address of each incorporator is as follows:

Barsheem Chapman 111 Lamon Street Suite 103 Fayetteville NC 28301

10. These articles will be effective upon filing, unless a date and/or time is specified:

10/24/2012 R

1-2-2013 R

This the 21 day of Jan 20013.


Signature

Barsheem Chapman President

Type or Print Name and Title

NOTES:

1. Filing fee is \$125. This document must be filed with the Secretary of State.
CORPORATIONS DIVISION
(Revised January, 2002)

P. O. BOX 29622

RALEIGH, NC 27626-0622
(Form B-01)

31.03.2022 Number of Matches: 1

Print Results

Firm	Address	Contact	Certifications	Prequal Status
CHAPMANS MANAGEMENT COMPANY DBA SOUTHERN HEALTH CARE NETWORK	918 HOPE MILLS RD FAYETTEVILLE, NC 28303	BARSHEEM CHAPMAN 9103394987 9108350935(FAX) INFO@CHAPMANSMANAGEMENTCO.COM	DBE, MBE, HUB, SPSF	

Insurance policy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER All Insurance 225 Green St Ste 930 Fayetteville 60000		CONTACT Name: Tucker Sides Phone: (910) 223-3068 Email: tucker.sides@allins.com Address: 1000 West 10th St Fayetteville, NC 28304		INSURANCE Name: ATLANTIC CASUALTY INS CO Policy No: 28304-5009 Effective Date: 11/29/2021 Expiration Date: 11/29/2022	
INSURED Modivcare Management Company 918 Hope Mill Rd Fayetteville NC 28304		INSURANCE Name: ATLANTIC CASUALTY INS CO Policy No: 28304-5009 Effective Date: 11/29/2021 Expiration Date: 11/29/2022		INSURANCE Name: ATLANTIC CASUALTY INS CO Policy No: 28304-5009 Effective Date: 11/29/2021 Expiration Date: 11/29/2022	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COV	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY PERIOD	POLICY PERIOD	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING <input type="checkbox"/> PERSONAL AND ADVERTISING <input type="checkbox"/> PRODUCTS <input type="checkbox"/> COMPLETED OPERATIONS					BODILY INJURY: \$1,000,000 PROPERTY DAMAGE: \$1,000,000 ADVERTISING: \$1,000,000 PERSONAL AND ADVERTISING: \$1,000,000 PRODUCTS: \$1,000,000 COMPLETED OPERATIONS: \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> BODILY INJURY <input checked="" type="checkbox"/> PROPERTY DAMAGE <input checked="" type="checkbox"/> MEDICAL PAYMENTS <input checked="" type="checkbox"/> UNINSURED MOTORIST	V	BA3029016-2	11/27/2021	11/27/2022	BODILY INJURY: \$1,000,000 PROPERTY DAMAGE: \$1,000,000 MEDICAL PAYMENTS: \$1,000,000 UNINSURED MOTORIST: \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> SICKNESS <input type="checkbox"/> INJURY <input type="checkbox"/> DEATH <input type="checkbox"/> DISMEMBERMENT					SICKNESS: \$1,000,000 INJURY: \$1,000,000 DEATH: \$1,000,000 DISMEMBERMENT: \$1,000,000
	EXCESS LIABILITY <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING <input type="checkbox"/> PERSONAL AND ADVERTISING <input type="checkbox"/> PRODUCTS <input type="checkbox"/> COMPLETED OPERATIONS					BODILY INJURY: \$1,000,000 PROPERTY DAMAGE: \$1,000,000 ADVERTISING: \$1,000,000 PERSONAL AND ADVERTISING: \$1,000,000 PRODUCTS: \$1,000,000 COMPLETED OPERATIONS: \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Details Schedule, may be attached if more space is required)

MODIVCARE SOLUTIONS LLC IS AN ADDITIONAL INSURED IN RESPECT TO AUTO LIABILITY.

2011 CHEVROLET BUS VIN#1G161552, 2011 FORD BUS VIN#1G201620, 2012 VPG VAN VIN#1G201620, 2010 FORD BUS VIN#1G201620, 2009 FORD BUS VIN#1G201620, 2013 FORD BUS VIN#1G201620, 2013 FORD BUS VIN#1G201620, 2014 FORD BUS VIN#1G201620, 2014 FORD BUS VIN#1G201620

CERTIFICATE HOLDER MODIVCARE SOLUTIONS LLC 7443 LEE DAVIS RD STE 200 MECHANICSVILLE VA 23111	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
--	---

Business References

1. Michelle Haire
Business Manager
Economic and Community Development Department
433 Hay Street
Fayetteville, NC 28301
910-433-1596
1225 Ramsey St
Fayetteville, NC 28301
2. Dr. David Parker
Villager Urgent Family Care
1248 Fort Bragg Rd Suite 200
Fayetteville, NC 28305
910-486-6818
3. Company Name: ModivCare
Contact Name and Title: Lisa Booker, Provider Relations Manager-NC
777 Lowndes Hill Rd Bldg 2, Suite 202
Greenville, SC 29607
866.910.7684 ext 2368
lisa.booker@modivecare.com

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

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

The undersigned Chapmans Management Company
(Contractor) certifies, to the best of his or her knowledge and belief, that:

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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Chapmans Management Company 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. §1352, *et seq.*, apply to this certification and disclosure, if any.

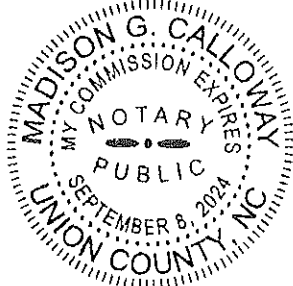
4/8/22
Date

Barsheem Chapman
Signature of Contractor's Authorized Official

Barsheem Chapman/Board Chairman
Name and Title of Contractors Authorized
Official

Subscribed and sworn to before me this 8th day of April, 2022, in the State of NC
and the County of Union

Notary Public Madison C. Cox
My Appointment Expires 9-8-2024



ATTACHMENT B

TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF
COMPLIANCE WITH 49 CFR PART 26.49

(Must be submitted with all bids. A bid, which does not include this certification, will not be eligible for award.)

This procurement is subject to the provisions of 49 CFR, Part 26.49. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid.

TRANSIT VEHICLE MANUFACTURER CERTIFICATION

Chapmans Management Company, a TVM, hereby certifies that it has complied with the requirement of
(Name of Manufacturer)

49 CFR Part 26.49 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year 2022, October 1, 2022 to September 30, 2022 and have been approved or (not) disapproved by FTA.

OR

_____, hereby certifies that the Manufacturer of the transit vehicle to
(Name of Dealer/Distributor)

be supplied, _____, has complied with the above-referenced
(Name of Manufacturer)

requirement of 49 CFR Part 26.49.

DATE 4/8/22

SIGNATURE [Signature]

TITLE Board Chairman

COMPANY Chapmans Management Company

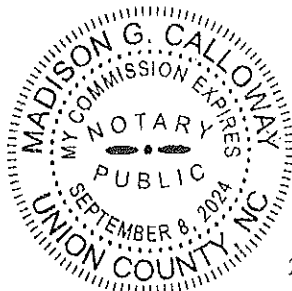
State of North Carolina

County of Union

Subscribed and sworn to before me this 8th day of April, 2022.

Notary Public [Signature]

My Appointment Expires 9-8-2024



ATTACHMENT C

**CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**
(Including train control, communication, and traction power equipment)

(To be submitted with all bids exceeding \$150,000. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

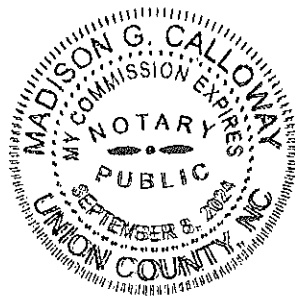
The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE 4/8/22
SIGNATURE [Signature]
NAME Barsheem Chapman
TITLE Board Chairman
COMPANY Chapmans Management Company

State of North Carolina
County of Union

Subscribed and sworn to before me this 8th day of April, 2022.

Notary Public [Signature]
My Appointment Expires 7-8-2024



ATTACHMENT E

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

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

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

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

DATE 4/8/22

SIGNATURE [Signature]

NAME Barsheem Chapman

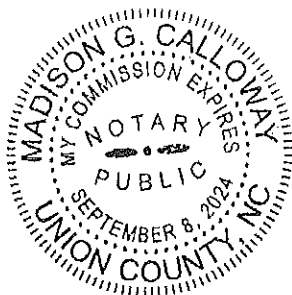
TITLE Board Chairman

COMPANY Chapmans Management

State of North Carolina

County of Union

Subscribed and sworn to before me this 8th day of April, 2022.



Notary Public [Signature]

My Appointment Expires 9-8-2024

ATTACHMENT F

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

(To be submitted with all bids.)

The undersigned certifies that the vehicles offered in this procurement comply and will, when delivered, comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665, and any amendments thereto, according to one of the following three alternatives.

(Indicate with an "X" only one of the following statements.)

1. ___ The vehicles offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Bid. If the configuration or components are not identical, the manufacturer shall provide with its Bid a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
2. ___ The vehicles offered are a new model, or with a major change in configuration or components to be acquired, and will be tested and the full bus testing report(s) and any applicable partial testing report(s) will be submitted to the Purchaser before final acceptance of the first vehicle.
3. ___ The manufacturer represents that the vehicles offered are "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Bid the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
4. ☒ The manufacturer represents that the vehicles offered are not required to be bus tested.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

SIGNATURE Becyff

TITLE Board Chairman

COMPANY Chapmans Management Company

DATE 4/8/22

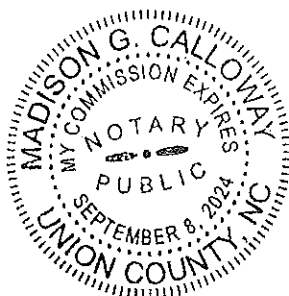
State of North Carolina

County of Union

Subscribed and sworn to before me this 8th day of April, 2022

Notary Public M. G. Calloway

My Appointment Expires 9-8-2024



ATTACHMENT G

STATE OF NORTH CAROLINA
COUNTY OF _____

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

I, Barsheem Chapman (hereinafter the "Affiant"), duly authorized by and on behalf of Chapmans Management Company (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the Board Chairman (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 8 day of April, 2022.

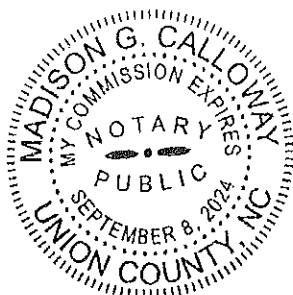
Barsheem Chapman
Signature of Affiant
Barsheem Chapman
Printed Name and Title

State of North Carolina

County of Union

Subscribed and sworn to before me this 11th day of April, 2022

Notary Public Madison G. Calloway
My Appointment Expires 9-8-2024



ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

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

The undersigned Chapmans Management Company certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The Contractor, Chapmans Management Company, 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

4/8/22

Signature of Contractor's Authorized Official
Barsheem Chapman, Board Chairman

Name and Title of Contractors Authorized Official

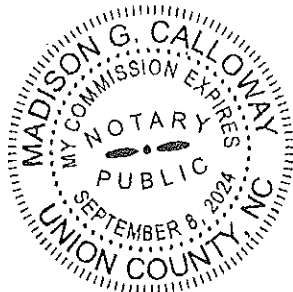
Subscribed and sworn to before me this 8th day of April, 2022, in the State of North Carolina
and the County of Union.

Notary Public

Madison G. Cury

My Appointment Expires

9-8-2024



ATTACHMENT B

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

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

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

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

SIGNATURE [Signature]

TITLE Board Chairman

COMPANY Chapmans Management Company

DATE 4/8/22

State of North Carolina

County of Union

Subscribed and sworn to before me this 8th day of April, 2022

Notary Public [Signature]

My Appointment Expires 9-8-2024



ATTACHMENT C

CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

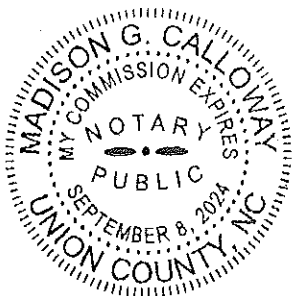
DATE 9/8/22
SIGNATURE [Signature]
TITLE Board Chairman
COMPANY Chapmans Management Company

State of North Carolina

County of Union

Subscribed and sworn to before me this 8th day of April, 2022

Notary Public [Signature]
My Appointment Expires 9-8-2024



ATTACHMENT E

STATE OF NORTH CAROLINA
COUNTY OF Union

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES
(Must be completed and submitted for all bids/quotes requiring service)

I, Barsheem Chapman (hereinafter the "Affiant"), duly authorized by and on behalf of Chapmans Management Company (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the Board Chairman (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 8 day of April, 2022.

Barsheem Chapman
Signature of Affiant
Barsheem Chapman
Printed Name and Title

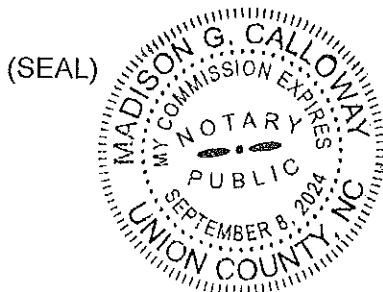
State of North Carolina

County of Union

Subscribed and sworn to before me this 8th day of April, 2022.

Notary Public Madison G. Calloway

My Appointment Expires 9-8-2024



ATTACHMENT F

STATE OF NORTH CAROLINA
COUNTY OF Union

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

The agency shall include the certification in the procurement record.

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

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

[Signature]
Contractor Signature

4/8/22
Date

Barsheem Chapman

Board Chairman

Printed Name

Title

State of North Carolina

County of Union

Subscribed and sworn to before me this 8th day of April, 2022.

Notary Public [Signature]

My Appointment Expires 7-8-2024



EDTAP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT 3.00

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer Chapmans Management Company

Person completing Proposal Barsheem Chapman

Title Board Chairman

Signature 

Date 4/11/22

RGP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT 3.00

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer Chapmans Management Company

Person completing Proposal Barsheem Chapman

Title Board Chairman

Signature 

Date 4/11/22

EMPL Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT 3.00

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer Chapmans Management Company

Person completing Proposal Barsheem Chapman

Title Board Chairman

Signature 

Date 4/11/22

AAA Medical Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT 3.00

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer Chapmans Management Company

Person completing Proposal Barsheem Chapman

Title Board Chairman

Signature 

Date 4/11/22

AAA General Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT 3.00

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer Chapmans Management Company

Person completing Proposal Barsheem Chapman

Title Board Chairman

Signature 

Date 4/11/22

5310 Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT 3.00

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer Chapmans Management Company

Person completing Proposal Barsheem Chapman

Title Board Chairman

Signature 

Date 4/14/22

May 25, 2022

Cumberland County Community Transportation Program

On May 16, 2022, the Cumberland County Commission approved the FY23 Community Transportation Program Bid Tab for contractor supplied vehicles and drivers to provide curb to curb and in some cases door to door services. The Cumberland County Community Transportation Program desires to sign multiple one (1) year competitive fixed unit cost contracts, for operation of its six programs, with services to begin July 1, 2022, and end June 30, 2023.

Cumberland County RFP selection committee interpreted the bid submittal of \$3.00 as \$3.00 per mile. This interpretation translates to a \$30.00 per unit cost rate. The Cumberland County Board of Commissioners approved the proposed bid of \$30.00 per unit for Chapmans Management Company.

My signature will serve as my consent to these assumptions and interpretations of the interpreted unit rate. Transportation Services Contracts will be drafted with this approved rate.


Barsheem Chapman, Board Chairman
Chapmans Management Company
918 Hope Mills Road
Fayetteville, NC 28304

REQUEST FOR PROPOSAL
FOR THE
CUMBERLAND COUNTY
COMMUNITY TRANSPORTATION PROGRAM

Fiscal Year July 1, 2022 – June 30, 2023

Table of Contents

SUBJECT	PAGE
Notice to Transportation Providers	3
Pre-Proposal Conference	3
I. Introduction	5
Definitions	6
II. Existing Service	7
III. Scope of Work	8
IV. Submission of RFP	14
Projected Schedule	14
Attachment A	19
Attachment B	20
Attachment C	21
Attachment D	22
Attachment E	23
Attachment F	24
Attachment G	25
V. Submittal Package	26
Submittal Checklist	26
Submittal Worksheets	27
Proposal Forms	30

NOTICE TO TRANSPORTATION PROVIDERS

REQUEST FOR PROPOSALS FOR PROVISION OF THE CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM

The Cumberland County Community Transportation Program is seeking proposals for the operation of its transportation services which are funded with state and federal funds.

The system currently utilizes contractor supplied vehicles and drivers to provide curb to curb service in Cumberland County. In some cases, clients may require door to door service. The Cumberland County Community Transportation Program desires to sign multiple one (1) year competitive fixed unit cost contracts, for operation of the six programs, with services to begin July 1, 2022 and end June 30, 2023.

The deadline for submittal of proposals is **12:00 p.m. on April 18, 2022**. Proposals delivered after that date and time will not be considered. Service and Cost proposal packages should be submitted in separate, sealed envelopes labeled "Service Proposal for The Community Transportation Program" and "Cost Proposal for The Community Transportation Program" and sent to: The Community Transportation Program Attn: Ifetayo Farrakhan, Transportation Program Coordinator, 130 Gillespie Street, Fayetteville, NC 28301.

All proposers must certify they are not on the federal or state list of ineligible Contractors. The Controller General's federal list of ineligible Contractors is located at the web site www.sam.gov/portal/public/SAM/. The state's list of debarred organizations can be found on the State's Purchase and Contract web site www.doa.state.nc.us/pandc/.

Only DBE's listed in the DOT certified directory are counted toward DOT's goal in contracts that contain federal funds. Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals and compete for subcontracting work and will not be discriminated against on the basis of race, color, religion, sex, national origin, or disability. DBE Contractors must be certified and registered on the NCDOT Directory: www.ebs.nc.gov/VendorDirectory/default.html.

The successful Contractor(s) shall be required to comply with all applicable local, state and federal laws and regulations including Equal Employment Opportunity. Request for proposal packages are available by contacting Ifetayo Farrakhan at (910) 678-7624 or visiting <https://ccmunis.co.cumberland.nc.us/mss>.

A pre-proposal conference will be held on **April 6, 2022 at 10:00 a.m.** at the Historic County Courthouse, Room 107C, located at 130 Gillespie Street, Fayetteville, North Carolina. Proposers are not required to attend, however it is highly recommended. This conference is intended to provide Proposers with the opportunity to ask questions and/or receive clarification of any requirement in the RFP.

Cumberland County is seeking proposals for the following:

- Elderly and Disabled Medical Transportation (State)
- Rural General Public Transportation (State)
- Employment Transportation (State)
- Elderly and Disabled Non-Medical Transportation 5310 (Federal/State)
- Area Agency on Aging Medical Transportation (State)
- Area Agency on Aging General Transportation (State)

Insurance, Drug and Alcohol Testing, Americans with Disabilities Act adherence, and required training will be mandatory aspects of fulfilling this contract. Other Federal, State, and Local laws and requirements may apply.

The Community Transportation Program is funded in part by the County of Cumberland. Cumberland County and the Community Transportation Program retain the right to reject any or all proposals, to withdraw this solicitation at any time, to waive minor technicalities and informalities and to make an award deemed in its own best interest. Cumberland County is an equal opportunity employer.

I. INTRODUCTION

The Cumberland County Community Transportation Program is seeking interested, qualified contractors to provide transportation services in Cumberland County, North Carolina. Services are currently provided by private contractors under contract to Cumberland County, using contractor provided vehicles. Cumberland County will contract with successful Proposers to operate this service. The Cumberland County Community Transportation Program desires to sign multiple one (1) year competitive fixed unit cost contracts, for operation of the six programs. The county reserves the right to extend contracts for an additional 12 months or possibly for two twelve month increments if it serves to be in the best interest of the county.

The selected contractor(s) will provide management, dispatch, and operation of the transportation service. Maintenance of the aforementioned vehicles will be the responsibility of the contractor. Service includes subscription trips as well as those of a demand-response nature (1 day notice). The contractor will take requests for service from agency representatives. Riders include the physically and mentally disabled, the elderly and the general public. The selected contractor will be responsible for meeting all state, federal, and local requirements as specified in the RFP including, but not limited to, employee development and training, drug and alcohol testing, complying with scheduled vehicle maintenance, insurance coverage, safety, on-time performance, reporting, and billing, as well as any appropriate licensing and other legal requirements. Contractors are required to reconcile daily and monthly reports with the Community Transportation Program, all services performed under the contracts to include, dates, times, units, client names, destinations, and costs.

Definitions as used herein;

- a. The term "THE COUNTY" or the "County" is used interchangeably and refers to the purchaser, Cumberland County or Cumberland County Community Transportation.
- b. The term "request for proposal" (RFP) means a solicitation of a formal sealed proposal.
- c. The terms "proposal and offer" means the process and services offered by the Proposer in response to this RFP.
- d. The term "Proposer" is the contractor responding to this RFP.
- e. The term "Contractor" refers to the Proposer selected by the Cumberland County Community Transportation Program to perform service under this contract.
- f. The term "NCDOT" is the North Carolina Department of Transportation, which administers the ROAP (EDTAP, EMPL, RGP), and 5310 grant funding through the Public Transportation Division (PTD).
- g. The term "contract" means the legally-binding agreement between Cumberland County and the successful contractor(s) to perform the services described in this RFP.
- h. The term "unit" describes a measurement tool used to determine reimbursement. Units of service are defined as each and every time a passenger boards a vehicle at a location and alights at another location.
- i. The term "Community Transportation Program" refers to the collective entity that provides the management and administration for the funding and payment of all programs that are sub-allotted funding each year for transportation purposes.
- j. The term "Transportation Advisory Board" refers to the board made up of various individuals with experience in the human services and transportation fields in Cumberland County and is appointed by the County Commissioners. This organization serves the Community Transportation Program in an advisory capacity.
- k. The term "FTA" is the Federal Transit Administration, which is part of the US DOT and administers the federal (5310) grant funds through NCDOT/ Public Transportation Division.

II. EXISTING SERVICE

The Cumberland County Community Transportation Program provides curb to curb service (in some cases door to door) for clients within Cumberland County via contractual providers.

Trips provided by the contractor shall be billed on a per client unit basis. Requests for service are faxed or emailed to the contractor by the administrative staff one day in advance, by 3:00 pm, prior to the date of requested service. Coordination and dispatch of the vehicles to pick up the clients is the responsibility of the contractor.

The Community Transportation Program administrative staff consists of the Transportation Program Coordinator and two Office Assistants. The Transportation Program Coordinator oversees all aspects of the Community Transportation Program, including its operation and administration. All Community Transportation Program correspondence and any questions or concerns should be directed to the Transportation Program Coordinator.

Contracts:

Elderly and Disabled Medical Transportation (EDTAP): Transportation to medical appointments and pharmacy trips provided to clients who are 60+ years of age or disabled with doctor's verification. Clients live throughout Cumberland County.

Rural General Public Transportation (RGP): Transportation provided to residents who live in the rural areas of our County. Provides access to medical, shopping, education, and employment. (See map Attachment E – clients will reside in areas outside of the urban area boundary)

Urban Employment Transportation (EMPL): Transportation to school and work provided to residents who live inside or outside the urban areas of our County. (See map Attachment E – clients will reside in areas inside the urban area boundary)

Elderly and Disabled Non-Medical Transportation (5310): Non-medical transportation provided to clients who are 65+ years of age or disabled with doctor's verification. Clients live throughout Cumberland County.

Area Agency on Aging Medical (AAA Med): Transportation to medical appointments and pharmacy trips provided to clients who are 60+ years of age. Clients live throughout Cumberland County.

Area Agency on Aging General (AAA Gen): Transportation to nutrition sites provided to clients who are 60+ years of age. Clients live throughout Cumberland County.

Please note: 5310 funds are federal and state funds and have additional federal requirements. Please see "Federal and State Requirements and Special Conditions" Attachment.

III. SCOPE OF WORK

Contract Term

The term of any agreement arising from this RFP shall be for one year, commencing on the date transportation services are first rendered. Projected start date is July 1, 2022 and end date is June 30, 2023.

Service Hours

EDTAP, AAA Med, AAA Gen: Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm (with the exception of dialysis trips).

5310, RGP and EMPL: Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 p.m.

Special concessions shall be made by the contractor when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed.

Transportation will be provided on all holidays, except on Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those weeks (to make up for the holiday).

Wait Time/No-Shows/Cancellations

The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by client and the transport company driver.

In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by the contractor. In the event of a no-show, the contractor will not be compensated. However, the Community Transportation Program will enforce its no-show policy with the clients to the fullest extent possible. No-shows shall be reported by the contractor to the Community Transportation Program immediately. Cancellations shall be reported to the Community Transportation Program daily.

On-Time Performance

The Community Transportation Program requires a sixty (60) minute window on scheduled pickups (ninety (90) minute for Fort Bragg trips). Clients will be notified to always be ready one hour prior to appointment time (or one and one half hours for Fort Bragg). The Community Transportation Program policy states that there is a required ten (10) minute minimum wait time after arriving at a location to pick up a passenger. Contractor should not have clients on the vehicle for any period longer than the specified time frame. The contractor will provide a minimum of 95 percent (95%) on-time trips.

Service Area

All trips will be within Cumberland County which includes approximately 661 square miles.

Reservations

Administrative staff will authorize all trips and supply the contractor with reservation information. The contractor is not required to determine eligibility or receive service requests from individuals. In general, the contractor can expect to be notified no less than one day in advance of any reservations for demand-response trips and changes to subscription trips.

Fares

EDTAP, AAA Med, and AAA Gen: No fares or donations will be collected from passengers. The contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

5310, EMPL, and RGP: Fares will be collected from passengers. The driver and passenger will be required to sign a log, in order to verify that the fares had been paid, prior to receiving service. This log will be submitted to the Transportation Program Coordinator, along with the invoice, in order to receive payment. Fares will be approximately ten percent of the per unit trip cost. The contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

Attendants

The contractor will not supply attendants, but must allow a passenger an escort, if requested. The escort must board and exit at the same location as the eligible client. Neither the escort, agency, nor the Community Transportation Program will be charged for the escort.

Personnel

The contractor shall be solely responsible for the provision and satisfactory work performance of all employees as described by this Request for Proposal. The contractor shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. Without any additional expense to the Community Transportation Program or Cumberland County, the contractor shall comply with the requirements of employee liability, Worker's Compensation, employment insurance, Social Security, Department of Transportation Drug & Alcohol Testing and Program Management regulations, OSHA regulations, EPA laws and regulations, in addition to any and all other applicable laws. The Cumberland County Community Transportation Program shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by the contractor. The contractor shall not, without prior written notice to the Community Transportation Program remove, or re-assign the key management personnel identified in its proposal (e.g., Project Manager) at any time prior to or after execution of the contract. The contractor shall obtain the Community Transportation Program's written consent prior to entering any subcontract affecting the service.

Office Staff

The contractor shall supply a sufficient number of employees to staff the office at all required times and perform all necessary tasks associated with the service. The contractor will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. The contractor will staff the office with at least one person trained to perform radio dispatching functions and monitor telephones while vehicles are on the road providing service. This condition may be satisfied if the Owner/Director has mobile cellular phone technology at his/her disposal and can be contacted at ANY time during office hours without necessarily being within an office. An office space with a permanent fax machine must be available to accept new transportation requests from administrative staff at all times during normal business operating times.

Drivers

The contractor shall supply a sufficient number of properly qualified personnel to operate the equipment and to provide the services required. Each of the contractor's employees shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Community Transportation Program Coordinator annually for each driver.

Additionally, all of the contractor's employees who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

All drivers must receive the following training through programs approved by the Community Transportation Program and show proof of successful completion to the Community Transportation Program Coordinator within thirty days of completion.

- First Aid Training and CPR
- Drug & Alcohol Training
- OSHA Bloodborne Pathogens Training
- ADA Equipment and Safety Training
- ADA Sensitivity Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of the contractor. The contractor is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training be completed prior to providing service. Annual refresher training is required for all drivers. Copies of Red Cross certification must be submitted annually to the Community Transportation Program Coordinator. Random drug and alcohol testing in accordance with Department of Transportation Drug & Alcohol requirements found in 49 CFR Part 655 and Part 40 is also required.

Drivers will be required to maintain vehicle logs for each day of service documenting the pick up and drop off of passengers. Logs will include rider names, scheduled and actual pick-up times, addresses, number of units per trip, no-shows, and other pertinent information.

All drivers and safety sensitive employees are required to submit to drug and alcohol testing at the contractor's expense. Up to eighty-five percent (85%) of testing costs may be reimbursed to the contractor if proper documentation and invoices are submitted in a timely manner. Drug/Alcohol reimbursement invoices should be submitted monthly. If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are exhausted, the contractor must continue to follow drug testing procedures.

Vehicles

Vehicles are the responsibility of the contractor. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, state inspections, etc. are the responsibility of the contractor. The contractor, for the purposes of supplying transportation services for the Community Transportation Program, must own or lease its own vehicles. All vehicles must be clearly marked (minimum of three inch lettering) on the side of each vehicle with the contractor's name and phone number as to allow passengers to identify the vehicles.

Vehicles must have a wheelchair lift or be handicapped accessible (these vehicles must be ADA compliant (*see ADA accessibility attachment*)). The contractor must have at their immediate disposal backup vehicles. Cumberland County & the Community Transportation Program reserve the right to inspect vehicles during announced or unannounced times. The Contractor shall submit copies of vehicle registration, inspections, and a current insurance policy to the Community Transportation Program Coordinator annually.

Licensing

The contractor shall keep all vehicles fully licensed and inspected as required by the State of North Carolina and applicable local government agencies. Vehicles are not eligible for free license plates. The contractor must comply with all state and local vehicle registration, permitting and regulatory requirements.

Safety/Inspections

The contractor/employees shall perform daily pre-trip and post-trip safety inspections all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order at all times. The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected.

Additional safety requirements can be found in the System Safety Plan.

Maintenance

Vehicle maintenance shall be the responsibility of the contractor. The contractor shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards. Where duplicate recommendations exist, the contractor shall be required to maintain vehicles in accordance with the stricter standards. It shall be the contractor's responsibility to keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Community Transportation Program on request.

Damage

All physical damage to vehicles shall be repaired within 5 days of occurrence in a high quality manner, regardless of cause. All damage must be reported to the Transportation Program Coordinator in writing within 48 hours of the incident causing the damage.

Insurance

The contractor will provide Bodily Injury, Property Damage, Comprehensive and Collision Insurance for vehicles used to provide services under this Contract in the amounts specified below through an insurer acceptable to the Cumberland County Risk Manager, licensed to do business in North Carolina and will name Cumberland County as an additional insured. Contractor will be required to carry insurance (and furnish proof thereof) to the following minimum limits:

The minimum levels of financial responsibility are as prescribed for motor carriers of passengers pursuant to the provisions of 49 U.S.C. 10927(a)(1), which is \$5,000,000 for vehicles with a seating capacity of 16 passengers or more and \$1,500,000 for vehicles with a seating capacity of 15 passengers or less."

49 U.S.C. 10927(a)(1) is the Interstate Commerce Commission (ICC) regulation enforced by the Federal Motor Carrier Safety Administration(FMCSA), which has been recoded. The new code is 49 CFR 387.25, but it only applies to "for-hire motor carriers transporting passengers in interstate or foreign commerce."

The NC Utilities Commission regulates "for-hire" motor carriers that provide intrastate passenger service to the general public. The State of North Carolina has associated with the FMCSA regulation for interstate providers and adopted the same requirements for intrastate providers. Based on G.S. 62-268 "Security for the Protection of Public; Liability Insurance," the North Carolina Utilities Commission may require any greater amount of insurance as may be necessary for the protection of the public. The rules and regulations of the North Carolina Utilities Commission carry the same weight as law.

THEREFORE, the NC Utilities Commission and the Division of Motor Vehicles require that intrastate "for-hire" motor carriers that provide general public service must maintain the following minimum levels of financial responsibility:

\$1,500,000 for vehicles with a seating capacity of 15 passengers or less, and \$5,000,000 for vehicles with a seating capacity of 16 passengers or more.

Hold Harmless

The contractor agrees to protect, defend, indemnify and hold Cumberland County and the Community Transportation Program, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or cause of action of every kind and character in connection with or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent. Each policy of insurance shall contain the following clause: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the Community Transportation Program has received written notice of such cancellations or reduction."

The contractor will provide the Community Transportation Program, Cumberland County and the Transportation Program Coordinator proof of insurability to the prescribed limits as part of the proposal package and disclose deductibles and self-insured retainers. The contractor shall also identify its insurance agent(s) and underwriting company(s). This documentation must be in a form approved by State Insurance Commission.

Emergency Situations

In cases of accident, injury or traffic violation, the police or other appropriate authorities should be contacted. The driver should always be sent for drug and alcohol testing immediately where injuries are a result of an accident or incident. Contractor must always contact the Community Transportation Program Coordinator within 24 hours of such an event. A standard written accident report must be completed and turned in to the Transportation Program Coordinator within 48 hours. Included with this report shall also be a copy of the police report if applicable. In cases of emergency always dial 911 and seek medical assistance.

Billing

The contractor shall submit a detailed invoice which includes verified client units transported, as well as all supporting paperwork to the Transportation Program Coordinator on a monthly basis. Monthly invoices should be submitted by the 5th of each month following provision of service, directed to the Transportation Program Coordinator. Contingent upon preliminary verification of the invoice, the Transportation Program Coordinator will submit the invoice for payment within 15 days from the date the Transportation Program Coordinator receives the paperwork. Checks will be issued according to the Cumberland County Finance Department's check issuance schedule. The Community Transportation Program or Cumberland County Finance Department may, at any time, conduct an audit of any and/or all records kept by the contractor for this service. Any overpayment uncovered in such an audit may be charged against the contractor future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

Records and Reports

The contractor will be responsible for properly maintaining separate records and summaries for this service as deemed necessary by Cumberland County and the Community Transportation Program. The following are the types of information which the Community Transportation Program requires the contractor to keep.

Trip by Trip Records submitted daily

- Date and time of service
- Name of client and number of units

-- No-shows and cancellations

Proposal Cost

Proposers shall submit a proposal based on cost per unit. Proposers are required to submit a Cost Proposal (see attached form) under separate cover.

Confidentiality of Client Information

Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual, the agency and/or the Community Transportation Program.

Safety

The contractor will ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the contractor. Drivers must have the capabilities of using all safety equipment.

Drug and Alcohol Testing

In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Community Transportation Program has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. Contractor agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, contractor agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of the contract nor shall changes require contract modification.

All driver drug and alcohol testing will be completed through a testing site approved by the Community Transportation Program Coordinator. US Healthworks is the current approved site. The Community Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of the Contractor for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. This program takes effect immediately upon the execution of the contract.

Records

Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of the contractor. The contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

Meetings

The Community Transportation Program plans to hold Transportation Advisory Board meetings on a quarterly basis for the purpose of discussing service issues and proposed solutions and to maintain open and frequent communications. Occasionally, additional meetings may be required. The meetings are open to the public. Contractors are encouraged to attend.

Termination Conditions

Contracts may be terminated by either party upon thirty days prior written notice. In the event of termination prior to the normal expiration date of any contract, Cumberland County shall compensate the contractor for transportation provided to through and including midnight of the day of termination.

IV. SUBMISSION OF RFP

Questions, changes, and clarifications: To facilitate the clarification of requirements, Proposers are requested to submit questions in writing, no later than 1 business day prior to the pre-proposal conference to:

Ifetayo Farrakhan, Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301

Ifetayo Farrakhan is the Cumberland County Community Transportation Program Coordinator, and is the proper contact for questions regarding this procurement. The Community Transportation Program shall not be responsible in any manner for verbal answers or instructions regarding this RFP. All requests shall be addressed in writing by mail or by email to Ifetayo Farrakhan at ifarrakhan@co.cumberland.nc.us prior to close of business on **April 5, 2022**. All questions and clarification will be addressed at the Pre-Proposal Conference on **April 6, 2022**. No questions or requests for exemptions shall be considered after the Pre-Proposal Conference on **April 6, 2022**. All changes and/or clarifications to the RFP will be issued in an Addendum within three days after the Pre-Proposal Conference.

Selection process: An Evaluation Committee will review and analyze each response. Each proposal will be rated using a scale from 1-5, with 5 being excellent for each of the following criteria:

CRITERIA	WEIGHT
-- Proposal response	25%
-- Qualifications and Experience	25%
-- References	10%
-- Disadvantaged Business Enterprise (DBE) efforts	10%
-- Value for cost	30%

Interviews and/or negotiations may be conducted with each or any of the Proposers selected. Cost shall be considered, but will not be the sole determining factor. The Evaluation Committee may require that the Proposer's staff attend any oral interviews. The Evaluation Committee may also require that some vehicles be present for inspection.

After any requested interviews have been conducted, the Evaluation Committee shall make its recommendation to the Transportation Advisory Board. If the Transportation Advisory Board concurs with the recommendation to the Proposer(s), which, in its opinion, has made the best proposal, it shall recommend for award the contract to that Proposer(s) to the County Manager or the County Board of Commissioners.

Projected Schedule

RFP release	March 20, 2022
Pre-proposal Conference	April 6, 2022
Proposals due	April 18, 2022
Evaluation Committee review	April 21, 2022
Award	May 16, 2022
Start-up date	July 1, 2022

Conditions for Responding

1. Scope: The following terms and conditions shall prevail unless otherwise modified by the Community Transportation Program within this proposal document. The Community Transportation Program reserves the right to reject any proposal which takes exception to these terms and conditions.
2. Completing proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. The proposal cover letter must be signed by an authorized Proposer and all required information must be provided. A neatly typed document of reasonable length and using the forms provided is preferred. Expenses incurred in developing and submitting a proposal are borne entirely by the Proposer.
3. Confidentiality of proposal information: Each proposal and supporting documents must be submitted in a **sealed** envelope to provide confidentiality of the proposal information prior to the proposal opening. All proposals and supporting proposal documents become public information after contract award and are available for inspection by the general public.
4. Accuracy of proposal: Each proposal is publicly opened and the Proposer's name is made part of the public record. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the Proposer will complete the contract. In case of numerical discrepancy, unit costs shall prevail.
5. Submission of proposal: Proposals are to be sealed and submitted to the following address prior to the date and time indicated in the RFP packet:

Ifetayo Farrakhan, Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301

Service and Cost proposal packages should be submitted in separate, sealed envelopes labeled "Service Proposal for The Community Transportation Program" and "Cost Proposal for The Community Transportation Program". If the contractor is submitting more than one proposal, all cost proposals may go in one envelope.

Please submit one original and five copies of the Service Proposal. Only one original Cost Proposal should be submitted for each contract for which is being proposed.

Proposals will be **rejected** if they do not include all items as requested in the submittal checklist on page 26.

General Terms and Conditions

1. Assignment

The contract derived from this RFP shall not be sublet except with the written consent of THE COUNTY. No such consent shall be construed as making THE COUNTY a party to such subcontract, or subject THE COUNTY to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and all transactions with THE COUNTY must be through the Contractor.

2. Changes

THE COUNTY reserves the right to postpone the proposal due date for its own convenience and to reject any or all proposals, to withdraw this solicitation at any time, to waive minor technicalities and informalities and to make an award deemed in its own best interest. Proposals may be awarded without further discussion or notification of the Proposers.

Changes to the RFP will be made by addendum.

Change orders, once a contract is issued, must be approved by THE COUNTY in writing.

3. Changed Conditions of Performance (Including Litigation)

The Proposer agrees to notify THE COUNTY immediately of any change in law, conditions, or any other event that may significantly affect the Proposer's ability to perform the project in accordance with the terms of the Contract. In addition, the Proposer agrees to notify THE COUNTY immediately of any decision pertaining to the Proposer's conduct of litigation that may affect THE COUNTY interests in the Project. Before the Proposer may name THE COUNTY as a party to litigation for any reason, in any forum, the Proposer agrees to inform THE COUNTY.

4. Nonperformance

Failure to Perform – If the contractor is unable or fails to deliver a significant amount of the service as specified in the scope of work (as determined by THE COUNTY), the COUNTY shall pay the contractor the cost of transportation provided through and including midnight of the day of termination.

5. Conditional Proposals

Conditional proposals, or those which take exceptions to the specifications, may be considered non-responsive and will be rejected.

6. Contract Documents

This Request for Proposals, including, General Terms and Conditions and the Technical Specifications with notes or changes made thereon before signing, along with the Contractor's proposal, are the documents forming the Contract. The Contractor shall only be authorized to begin incurring costs on the project upon receipt of a properly executed "Notice to Proceed" from THE COUNTY.

7. Contractual Obligation of the Bidder/Proposer

Each proposal shall be submitted with the understanding that the acceptance in writing by THE COUNTY of the offer to supply services described therein shall constitute a contract between the Proposer and the purchaser, which shall bind the Proposer on his or her part to furnish and deliver at the proposed price in accordance with the conditions of said accepted proposal and specifications.

8. Errors and Omissions

The Proposer will not be allowed to take advantage of any errors or omissions in the specification. Full instructions to correct errors or omissions will be given to the Proposer, should errors or omissions be called to the attention of THE COUNTY.

9. Exclusionary or Discriminatory Specifications

THE COUNTY is prohibited by Federal and state law from using exclusionary or discriminatory specifications for work. If the Proposer believes that the specifications included in this solicitation are exclusionary or discriminatory, it should avail itself of the Protest Procedure described elsewhere in this document.

10. Financial Assistance Grant

The service described in this Request for Proposals are to be purchased, in part, with the assistance of monies from the North Carolina Department of Transportation and/or the Federal Transit Administration (FTA) of the U.S. Department of Transportation (USDOT). The successful Proposer and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the North Carolina Department of Transportation, the Federal Transit Administration, and THE COUNTY.

11. Governing Law

Each and every provision of this Request for Proposal and the resulting contract agreement shall be construed in accordance with and governed by North Carolina law. The parties acknowledge that this contract is executed in Cumberland County, North Carolina and that the contract is to be performed in Cumberland County, North Carolina. Each party hereby consents to the local court's sole jurisdiction over any dispute that may arise as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the local county.

12. Protest Procedures

(1) Any party aggrieved by a solicitation or award of a contract may protest to the Cumberland County Manager, in writing, within seven days after such aggrieved party knew or should have known of the facts giving rise thereto.

(2) Such protest shall include the detailed facts leading up to the protest.

(3) In the event that the County Manager is unable to settle and resolve any protest relating to the solicitation or contract award he will forward the matter to the full Board of Commissioners in the written format as received from the aggrieved party.

(4) After reviewing the written complaint and hearing comments from the aggrieved party, the Board of Commissioners will make their decision known, in writing, within 60 days of the meeting date. Such decision shall respond, in detail, to each substantive issue raised in the protest.

(5) A pending protest shall halt the procurement until the controversy is resolved, unless, in the opinion of the Commissioners, the award of the contract without delay is necessary to protect the substantial interests of THE COUNTY.

(6) The written decision of the Commissioners shall be final, binding, and conclusive on the parties.

(7) Protests should be transmitted to:

Amy Cannon
County Manager
117 Dick Street
Fayetteville, NC 28301

(8) Protests will only be entertained by the Federal Transit Administration if the aggrieved party is alleging that THE COUNTY does not have, or is failing to follow, written protest procedures.

(9) Pursuit of a protest beyond the decision of the Commissioners must take place in the appropriate State or Federal court holding jurisdiction.

13. Termination of Contract

This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay the contractor the cost of transportation provided to clients through and including midnight of the day of termination.

14. Attorney's Fees

Should the Contractor default pursuant to any of the provisions of this Agreement, the Contractor and its surety shall pay to THE COUNTY such reasonable attorney's fees as THE COUNTY may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

15. Single Proposal Response

If only one proposal is received in response to this RFP, the proposal will not be opened and re-advertisement with a new schedule will be posted.

16. Proposal Withdrawal

Proposals cannot be withdrawn once submitted to Ifetayo Farrakhan.

FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS

for
OPERATIONS and MANAGEMENT CONTRACTS

(SEE ATTACHED FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS)

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ____ day of _____, 20__, in the State of _____;

and the County of _____.

Notary Public _____

My Appointment Expires _____

ATTACHMENT B

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

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

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

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

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT C

CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

ATTACHMENT D

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

(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

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 _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES (Must be completed and submitted for all bids/quotes requiring service)

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

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. ☐ Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

☐ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20____.

Signature of Affiant

Printed Name and Title

State of _____

County of _____

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

Notary Public _____

(SEAL)

My Appointment Expires _____

ATTACHMENT F

STATE OF NORTH CAROLINA
COUNTY OF _____

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

The agency shall include the certification in the procurement record.

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

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

Contractor Signature Date

Printed Name Title

State of _____

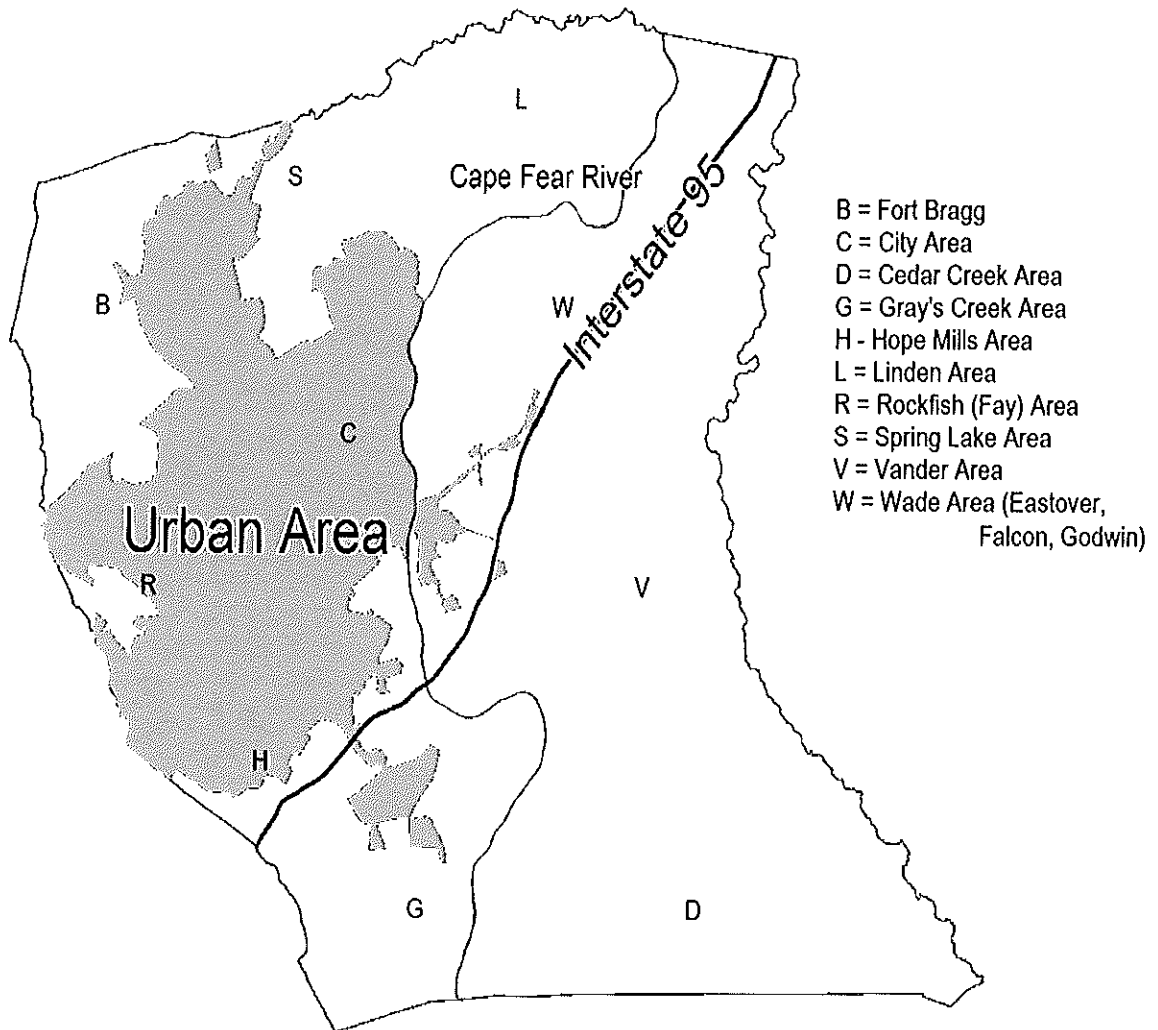
County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT G



V. SUBMITTAL PACKAGE

The following forms must be completed and submitted for a Proposer to be considered a candidate for the contracts described in the RFP. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms. Proposers should turn in the envelope separate from submittal package.

Submittal Checklist

Prior to submitting a proposal, the Proposer should use the following checklist to ensure completeness of the submission package. This form need not be submitted with the proposal.

- One (1) signed Cost Proposal Worksheet in sealed envelope (one per proposal contract)
- One (1) original and five (5) copies of the completed submittal forms package made up of the following documents:
 - Cover letter including a brief description of organization and intention to provide services for the program
 - Information and Qualification Proposal Worksheets
 - Manager's resumes
 - Written driving record from the State Motor Vehicles Division for all drivers
 - Copies of Red Cross certifications, if applicable
 - Articles of Incorporation, if applicable and all business licenses
 - Disadvantaged Business Enterprise (DBE) certification, if applicable
 - Statement of insurability or current insurance policy that shows the minimum insurance threshold listed within this RFP
 - Business References
 - Attachment A
 - Attachment B
 - Attachment C or D (**Only one shall be submitted to be eligible for award**)
 - Attachment E
 - Attachment F

Information and Qualification Proposal Worksheets
(Electronic copies are available upon request.)

1. General Information and Qualifications

A. Identification of Proposer

Name of Organization: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Federal Tax ID # _____

B. Name and Title of Individual to Contact for Further Information:

C. Legal Status of Organization: (Check one)

- ☐ For-profit corporation or joint venture corporation
- ☐ For-profit partnership or sole proprietorship
- ☐ Non-profit corporation
- ☐ Public agency
- ☐ Other (identify) _____

D. Description of Organization

Provide a brief description of the major business functions, history, and organizational structure (please provide copy of organizational chart) of the Proposer Organization. Attach and label as "Description of Proposer Organization."

E. Credit References

Attach names, addresses, phone numbers and relation to Proposer of at least three credit references including Proposer's bank. Label the attachment "Credit References."

F. Has Proposer, or any officer or partner of Proposer, failed to complete a contract?

Yes ____ No ____

If yes, give details on separate sheet labeled "Failure to Complete Contract."

G. Proposed subcontractors and consultants

Attach company name, contact, address, phone, and anticipated role of any proposed subcontractor and/or consultant; also include three references for each proposed subcontractor and consultant. Label these attachments "Proposed Subcontractors and Consultants."

H. Disadvantaged and Small Business Status

A Disadvantaged Business Enterprise (DBE) is defined as a business at least 51% of which is owned, operated, and controlled by minority group members, or in the cases of publicly owned businesses, at least 51% of which is owned, operated, and controlled by minority group members. "Minority Group Members" are defined as Blacks, Hispanics, Asian American, American Indians, Alaskan Natives, or women regardless of race or nationality. A Small Business is defined under Small Business Administration (SBA) section 8(a) rules. Please submit a printout from the NDCOT Directory of Certified DBE's to verify DBE Status. www.ebs.nc.gov/VendorDirectory/default.html

Check the appropriate status of Proposer's business:

DBE _____ Small Business _____

Neither DBE or Small Business _____

I. Vehicles

Does Proposer understand that providing its own vehicles is a necessary component of this proposal?

Yes _____ No _____

Attach descriptions and pictures of proposed vehicles (year, manufacturer, model, number of miles, seating capacity, ADA accessibility, etc.). Label "Proposed Vehicles."

Proposer must provide documentation that accessible vehicles are ADA compliant. These vehicles must meet all vehicle, lift or ramp, wheelchair station, lighting, signage, and any other ADA requirements specified in 49 CFR 38 (*see ADA accessibility attachment*).

J. Is any litigation pending against Proposer or any officer or partner of Proposer's organization?

Yes _____ No _____

If yes, give details on separate sheet labeled "Pending Litigation."

K. Service References

Please tell us about (up to three) similar contracts which the Proposer organization has provided service under. Label additional pages "Service References".

Service Reference # _____

Firm Name: _____

Street: _____

City, State, Zip Code: _____

Contact Person: _____ Telephone Number: (____) _____

Length of Service: from _____ to _____

Please describe the services Proposer provided to this organization by checking as many of the following as apply:

____ Fixed Route

____ Charter

____ Demand Response (Paratransit)

____ Daily School Bus Service

____ Other (describe) _____

Average number of miles operated per weekday: _____

Days of operation: _____

Average number of vehicles operated per weekday: _____

Types of vehicles operated: _____

Types of users (ex. general public, disabled, etc.): _____

Please use additional sheets to provide any further information about this reference. Label "Additional information: Service Reference #____".

2. Maintenance Program

Describe how the program Proposer will follow for maintenance, inspection and cleaning of vehicles.

3. Driver Standards

Please describe Proposer's current hiring standards and training and safety programs for drivers. Additionally, please describe your current drug and alcohol policy and testing procedures (Note: Testing must comply with those of the Community Transportation Program upon execution of contract).

4. Service Description

Please provide a detailed description of how Proposer plans to provide this service. The description should demonstrate understanding of the program as detailed in this RFP. Additionally, any minimum requirements which Proposer proposed to exceed should be described. The description should include, but by no means be limited to, Proposer's plan for scheduling and dispatch, administration, management and support, use of radios or cell phones, etc.

5. Implementation and Management Plan

Describe Proposer's strategy and timeline for implementing transportation services. Describe the management structure for this contract. Emphasis should be on a timely, thorough implementation plan and the assurance of service quantity, quality, and efficiency.

6. Safety Policy and Emergency Procedures

In this section, the Proposer should state the company policy on safety and also describe procedures for handling emergency situations.

The Proposer, _____, hereby certifies and affirms to the truthfulness and accuracy of the information provided in the above Information and Qualification Proposal Worksheets Form.

Date

Signature of Proposer

Name and Title of Proposer

EDTAP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

RGP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

EMPL Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

AAA Medical Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

AAA General Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

5310 Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS

for **ROLLING STOCK PURCHASES**

1. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement, FTA MA (23), dated October 1, 2016; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement & Lessons Learned Manual", October 2016; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, dated December 26, 2014, will supersede and apply in lieu of U.S. DOT's common grant rules, 49 C.F.R. parts 18 and 19, State and Local Governments and Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and any subsequent amendments or revisions thereto.

THE FOLLOWING MAY BE USED SYNONYMOUSLY:
"BIDDER" AND "CONTRACTOR"
"PURCHASER", "PROCURING AGENCY" AND "OWNER"

2. Federal Changes

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

1. FTA's new authorizing legislation, 49 U.S.C. chapter 53, as amended, by the following:
 - a. The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,
 - b. The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the "Surface Transportation and Veterans Health Care Choice Improvement Act of 2015," Public Law No. 114-41, July 31, 2015, and other authorizing legislation to be enacted and
 - c. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU technical Corrections Act of 2008, Public Law No 100-244, June 6, 2008.
2. Continuing resolutions or other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2016.
3. Title 23, U.S.C. (Highways)
4. Other federal legislation FTA administers, as FTA so determines.

3. Notification of Federal Participation

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

4. Definitions

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

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

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

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

5. Conflict of Interest

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

6. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352(b) (5), as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.); 2 C.F.R. §200.450, and 2 C.F.R. Part 200 appendix II (j). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

7. Civil Rights Laws and Regulations

The following Federal Civil Right laws and regulations apply to all contracts and flow down to all third party contractors and their contracts at every tier.

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

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

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

(a) Race, Color, Religion, National Origin, Disability, Age, Sex, Sexual Orientation, Gender Identity, or Status as a Parent - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act, 28 C.F.R. § 50.3, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including gender identity), disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor agrees to comply with FTA Circular 4704.1A Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients, dated October 31, 2016.

(b) Equal Employment Opportunity Requirements for Construction Activities. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-

1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal regulations, "Miscellaneous Civil Rights Amendments (RRR)," pertaining to nondiscrimination on the basis of disability within 49 C.F.R. Parts 27, 37, and 38 were published in 79 Fed. Reg. 21402, April 16, 2014; and
- (12) FTA Circular 4701.1, Americans with Disabilities Act (ADA) Guidance, dated November 4, 2015.
- (13) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

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

(7) **Environmental Justice.** (According to the Master Agreement, this section is now under Environmental and applicable for Environmental Studies)

(8) **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.

(9) **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.

(10) 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.

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

8. **Contracting with Disadvantaged Business Enterprises**

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

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

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

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

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

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

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

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

As part of its DBE program, the Procuring Agency must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid. The Contractor understands and agrees that as a condition of being authorized to bid on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR§ 26.49.

*The requisite "Transit Vehicle Manufacturer's Certification" is included as ATTACHMENT B and **MUST** be completed and executed for **ALL** contracts and submitted with the bid or quote.*

A BID OR QUOTE THAT IS SUBMITTED WITHOUT THE CERTIFICATION WILL NOT BE CONSIDERED FOR AWARD.

9. Clean Air Act and Federal Water Pollution Control Act

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and 2 C.F.R. Part 200, Appendix II (g). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387) and 2 C.F.R. Part 200, Appendix II (g).

10. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

11. 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. § 5323(c)(2)), as amended by MAP-21, ; 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 were published in the Federal Register, 78 Fed. Reg. 8963, February 7, 2013; 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 "Efficient environmental reviews for project decision making", 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, "Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006. Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319 Accelerated Decisionmaking in Environmental Reviews," dated January 14, 2013, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

12. Cargo Preference - Use of United States-Flag Vessels

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

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

13. Buy America

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts.

The contractor agrees to comply with 49 U.S.C. 5323(j), 49 C.F.R. part 661, and the FAST Act Section 3011, effective date October 1, 2015, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. § 661.11. Train Control, Communication and Traction Power Equipment. For purposes of Buy America, rolling stock includes train control, communication, and traction power equipment (49 U.S.C. 5323(j) (2) (C)). See also 49 CFR 661.11(t), (u), and (v). The domestic content requirement in effect on the date a contract was signed for train control, communication, and traction power equipment will control. If the contract is signed in FY2016 or FY2017, the contract shall require an overall domestic content that exceeds 60 percent; if a contract is signed in FYs 2018 or 2019, the contract must include an overall domestic content percentage that exceeds 65 percent; and if a contract is signed in FY2020 or beyond, the domestic content must exceed 70 percent.

For purchase orders placed against State schedules on or after October 1, 2015, for rolling stock that will be delivered in FY 2016 or 2017, the domestic content requirement must exceed 60%. For purchase orders placed against State schedules for rolling stock that will be delivered in FYs 2018 or 2019, the domestic content must exceed 65%, and for purchase orders placed against State schedules for rolling stock that will be delivered in FY 2020 or beyond, the domestic content must exceed 70%.

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

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

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

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

14. Fly America

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. First tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

a) *Definitions.* As used in this clause--

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

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

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

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

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

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

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

15. Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, 2 C.F.R. § 200.213, and 2 C.F.R. Part 200 Appendix II (I). These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any

tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), at <https://www.sam.gov/> in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 and 12689. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

If the Procuring Agency or NCDOT suspends, debar, or takes similar action against a Contractor or subcontractor, the NCDOT will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the NCDOT is located or implements the Project,
- (b) FTA Headquarters Manager that administers the Grant, or
- (c) FTA Chief Counsel, and
- (d) NCDOT/Public Transportation Division.

The requisite Debarment and Suspension Certification is included as ATTACHMENT E (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. Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

Pre-Award Audit:

The two lowest bidders, determined at bid opening, will be required to submit the following information within three working days of the Purchaser's request. Pre-award information may also be submitted with the bid.

- (1) Buy America Requirements: (for contracts of \$150,000 and more)

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 13. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that the applicable* cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

- a) the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
- b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of the final assembly; and
- c) a copy of the letter from FTA granting a waiver on the vehicle(s) for all or part of the Buy America requirement under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act (STAA) of 1982, as amended;

**For purchase orders placed against State schedules on or after October 1, 2015, for rolling stock that will be delivered in FY 2016 or 2017, the domestic content requirement must exceed 60%. For purchase orders placed against State schedules for rolling stock that will be delivered in FYs 2018 or 2019, the domestic content must exceed 65%, and for purchase orders placed against State schedules for rolling stock that will be delivered in FY 2020 or beyond, the domestic content must exceed 70%.*

(2) Federal Motor Vehicle Safety Standards (FMVSS) Certification: (must be completed for all purchases)

The Contractor shall submit:

- a) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or
- b) the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.

(3) Solicitation Specification Requirements:

The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

Please refer to EXHIBIT I regarding computation of component and subcomponent parts.

Post-Delivery Audit:

Upon completion of the vehicle(s), and prior to filing of the title, the successful bidder shall provide the information indicated in 1-3 above. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy America compliance shall be cause for rejection of the vehicle(s).

Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

*Note - The term "manufacturer" shall include, but not be limited to, the chassis manufacturer; the secondary manufacturer; a second party providing additions or modifications to the vehicle, and/or the bidder.

The two lowest bidders, determined at bid opening, will be required to submit the Pre-Audit information within three (3) working days of the Purchaser's request. This information may also be submitted with the bid. This pre-award audit information is required to be eligible for award of the bid. Failure to comply with this requirement shall be cause for rejection of the bid.

17. 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.

18. Termination or Cancellation of Contract

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier, as referenced in 2 C.F.R. § 200.339 and 2 C.F.R. Part 200, Appendix II (B).

Termination for Convenience - The Owner 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 best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Owner to be paid the Contractor. If the Contractor has any property in its possession belonging to Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs.

Termination for Default (Breach or Cause) - If the Contractor does not deliver services in accordance with the contract delivery schedule, or if the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Owner 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.

Opportunity to Cure - The Owner, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Owner setting forth the nature of said breach or default, 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 Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

19. Violation and Breach of Contract, Rights and Remedies

All contracts in excess of \$150,000 shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate as provided in 2 C.F.R. § 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Rights and Remedies of the Owner - The Owner shall have the following rights in the event that the Owner deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include the Contractor and any subsequent named subcontractor.

Rights and Remedies of the Contractor - Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Owner, the Contractor expressly agrees that no default, act or omission of the Owner shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Owner directs Contractor to do so) or to suspend or abandon performance.

Remedies - Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the Owner will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the Owner takes action contemplated herein, the Owner will provide the Contractor with sixty (60) days written notice that the Owner considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

If there is credible evidence that a Third Party Participant (Contractor) has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Federal funding, notification of FTA is required.

If a legal matter as described above emerges, the Owner must promptly notify the NCDOT, which in turn will notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or FTA Regional Counsel for the Region (IV).

20. Resolution of Disputes

All contracts in excess of \$150,000 shall contain contractual dispute and remedies as appropriate as provided in 2 C.F.R. § 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

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.

Alternative Dispute Resolution – The Owner and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the Owner and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Owner's direction or decisions made thereof.

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

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

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

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

21. Protest Procedures

To ensure that protests are received and processed effectively the Owner shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Owner before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Owner'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.

The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of NCDOT's final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest.

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.

22. Contract Work Hours and Safety Standards for Awards Not Involving Construction

For all contracts in excess of \$100,000 the Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5 and as referenced in 2 CFR part 200 Appendix II (E).

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

23. No Federal Government Obligations to Third Parties

The No Obligation clause extends to all third party contractors and their contracts at every tier.

The Owner 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 Owner, 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.

24. Program Fraud and False or Fraudulent Statements or Claims and Related Acts

The Program Fraud clause requirements extend to all third party contractors and their sub-contracts at every tier.

(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. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, 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, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, 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.

25. Access to Records and Reports and Record Retention

The record keeping and access requirements extend to all third party contractors and their contracts at every tier. Under 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336, FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

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

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of

at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

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, invoices, 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) and 2 C.F.R. § 200.336.

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.

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

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for a period of 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.

26. Bus Testing Program

The Bus Testing requirements pertain only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. The PROCURING AGENCY is responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. Part 665.

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the PROCURING AGENCY.

The Contractor [Manufacturer] agrees to comply with FTA regulations, "Bus Testing," 49 C.F.R. Part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended by MAP-21 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

The Bus Testing Certification is included as ATTACHMENT F and must be executed for ALL contracts prior to the award of the contract.

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 USDOT, whether or not expressly set forth in the preceding contract provisions. In order to comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements, all contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, the current Master Agreement, and 2 C.F.R 200 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 requests which would cause the Procuring Agency 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 Owner of this 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 Owner or its agents who are involved in the delivery or processing of contractor goods to the Owner. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

30. Safe Operation of Motor Vehicles

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier. In compliance with Federal Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402 (Increasing Seat Belt Use) and Executive Order No. 13513 Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009,

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

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

31. 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 sub-contracts using exclusionary or discriminatory specifications or requirements.

32. 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.

33. North Carolina State Ethics Requirement

Pursuant to 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 and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
 - (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

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

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

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

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

34. Sensitive Security Information

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

35. National Intelligent Transportation Systems Architecture and Standards *(applicable to ITS projects)*

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice,

"FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455, January 8, 2001 and all other federal guidance.

36. NC E-Verify Requirements

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements by executing and submitting the E-verify Affidavit included in this Invitation for Bids as **Attachment G**. *(Form required for all equipment requiring installation)*

EXHIBIT I

PRE AWARD AND POST DELIVERY AUDIT REQUIREMENTS:

Component Cost requirements of the manufacturer to meet Buy America:

The cost of components that are produced in the US (domestic) must be more than 60% of the cost of all the components of a vehicle and final assembly takes place in the US.

For a component to be domestic, more that 60% of the subcomponents cost must be of domestic origin and manufacture of component must be in US

Level of documentation of costs required must comply with 661.11(o)(1):

The cost of a component or a subcomponent is the price that a bidder or contractor must pay to a subcontractor or supplier for that component or subcomponent.

The cost used in the computation of domestic content may include appropriate fully allocated costs of the component or subcomponent, which would include overhead and profit allocation.

Costs may be presented in percentage form or dollar amount.

Domestic Content Example

<u>Item</u>	<u>Total Cost of Components</u>	<u>Percent/Domestic</u>
One bus (ABC Mfr.)	\$100	At least 60% of total cost

60% Domestic Component

<u>Component</u>	<u>Domestic content</u>
1. Engine (X Co.)	\$30 (30% of total component cost)
2. Transmission (Y Co.)	\$20 (20% of total component cost)
3. Wheels (Z Co.)	<u>\$15</u> (15% of total component cost)
Subtotal	\$65 (65% of total component cost) (5% more than required; no further components needed)

Breakdown of components for domestic sub-component content

<u>Sub-component</u>	<u>Domestic content</u>
1. Engine (total cost \$30)	
a) Valves (A Co.)	\$12.00 (40% of cost of engine)
b) Block (B Co.)	<u>\$10.50</u> (35% of cost of engine)
Subtotal	\$22.50 (75% of cost of engine) (15% more than required)
2. Transmission (total cost \$20)	
a) Gears (C Co.)	\$ 4.00 (20% of cost of trans.)
b) Housing (D Co.)	<u>\$ 8.00</u> (40% of cost of trans.)
Subtotal	\$12.00 (60% of cost of trans.) (minimum percent achieved)
3. Wheels (total cost \$15)	
a) Castings (F Co.)	<u>\$10.00</u> (66.7% of cost of wheels)
Subtotal	\$10.00 (66.7% of cost of wheels) (6.7% more than required)

APPENDIX 1

SAMPLE BUS AND VAN SPECIFICATION CHECKLIST

This checklist is based on the provisions of Subpart B of 49 CFR Part 38, the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

All dimensions listed are subject to conventional engineering tolerances, including anticipated normal wear not exceeding accepted industry-wide standards and practices.

For each required specification included below, indicate in the left-hand margin if the vehicle meets the specification, does not meet the specification, or the specification is not applicable to the vehicle being inspected. If the vehicle does not meet the specification, note actual measurements in the space provided to the right. Indicate actual measurements clearly.

For some specifications (such as lift design load, securement strength, etc.), it may be appropriate to refer back to the manufacturer's information that was provided with the vehicle

GENERAL INFORMATION

Name of Public Entity	
Fleet Number Assigned by Public Entity/Contractor (if applicable):	
Type of Vehicle: (check one)	
<ul style="list-style-type: none"> • Van 	
<ul style="list-style-type: none"> • Bus (22 feet in length or under) 	
<ul style="list-style-type: none"> • Bus (greater than 22 feet in length) 	
Make/Model	
Year	
Name of Person Conducting Review	
Signature	
Date	

LIFT SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	The design load of a lift must be at least 600 pounds. Working parts must have a safety factor of at least six. Non-working parts shall have a safety factor of at least three. [§ 38.23(b)(1)]	
	Controls must be interlocked with the brakes, transmission, or door so that the vehicle cannot move unless the interlock is engaged. [§ 38.23(b)(2)(i)]	
	Controls must be "momentary contact type" (meaning they require constant pressure) and must allow the up/down cycle to be reversed without causing the platform to "stow" while occupied. [§ 38.23(b)(2)(i)]	
	Lifts must be equipped with an emergency backup system. The emergency backup system shall be capable of being operated both up and down without the platforms "stowing" while occupied. [§ 38.23(b)(3)]	
	Must be designed so that in the event of a power failure, the platform cannot fall faster than 12 inches per second. [§ 38.23(b)(4)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Must have an inner barrier or inherent design feature to prevent the mobility aid from rolling off the side closest to the vehicle until the platform is in its fully raised position. [§ 38.23(b)(5)]	
	Side barriers must be at least 1 1/2 inches high. [§ 38.23(b)(5)]	
	The "loading-edge" (or outer) barrier shall be sufficient to prevent a power wheelchair from riding over or otherwise defeating it. If this barrier is automatic, it must close when the platform is no more than 3 inches off the ground. If the outer barrier is to be driver operated, it must have an interlock or inherent design that prevents the platform from being raised until the barrier is closed or other system is engaged. [§ 38.23(b)(5)]	
	The platform surface must be slip resistant with no protrusions over 1/4 inch. [§ 38.23(b)(6)]	
	The platform must be at least 28 1/2-inches wide measured at the platform surface and at least 30 inches wide measured from 2 inches above the platform surface to 30 inches above the surface. It must also be at least 48 inches long measured from 2 inches above the surface to 30 inches above the surface. [§ 38.23(b)(6)]	
	Gaps between the platform surface and any barrier can be no more than 5/8 inch. Semi-automatic lifts can have a handhold in the platform that measures no more than 1 1/2 inches by 4 1/2 inches. [§ 38.23(b)(7)]	
	When in the fully raised position, the platform surface must be vertically within 5/8 inch of the finished floor and horizontally within 1/2 inch of the finished floor. [§ 38.23(b)(7)]	
	The ramp from ground to platform (often the lowered outer barrier) must have a slope of no more than 1:8 for a maximum rise of 3 inches (i.e., if platform is 1 inch off the ground, ramp must be at least 8 inches long). If the threshold from ground to ramp (i.e., the thickness of the ramp material) is more than 1/4 inch, it must be beveled with a slope no greater than 1:2. [§ 38.23(b)(8)]	
	The platform must not deflect more than 3 degrees in any direction when a 600-pound load is placed on the center of the platform. [§ 38.23(b)(9)]	
	The platform must raise or lower in no more than 6 inches per second. The platform must be stowed or deployed in no more than 12 inches per second. Horizontal acceleration can be no more than 0.3 g. [§ 38.23(b)(10)]	
	Components of a lift must be designed to allow boarding in either direction. [§ 38.23(b)(11)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Must be equipped with two handrails that move in tandem with the lift platform. Handrails must be 30-38 inches above the platform surface and must have a useable grasping area of at least 8 inches. Handrails must be capable of supporting 100 pounds, must have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and must have at least 1 1/2 inches of "knuckle clearance." [§ 38.23(b)(13)]	
	Lifts may be marked to identify the preferred standing position. [§ 38.23(b)(12)]	

RAMP SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Ramps 30 inches or greater in length must have a design load of 600 pounds. Ramps under 30 inches in length must have a design load of 300 pounds. [§ 38.23(c)(1)]	
	Ramp surface must be continuous and slip resistant. Protrusions can be no more than 1/4 inch. [§ 38.23(c)(2)]	
	Ramps must be at least 30 inches wide. [§ 38.23(c)(2)]	
	Ramps must accommodate both three-wheeled and four-wheeled mobility aids. [§ 38.23(c)(2)]	
	If the threshold from the ground to the ramp surface exceeds 1/4 inch, it must be beveled with a maximum slope of 1:2. [§ 38.23(c)(3)]	
	Side barriers, at least 2 inches high, must be provided. [§ 38.23(c)(4)]	
	<p>Ramps must have the least slope practicable. When the ramp is deployed to ground, the slope cannot exceed 1:4 (i.e., for a vehicle with a finished floor 12 inches above the ground, a 48-inch ramp would be needed). When deployed to a 6-inch curb the following maximum slopes would apply:</p> <p>Finished floor height above 6-inch curb</p> <ul style="list-style-type: none"> • 3 inches or less – maximum slope of 1:4 • 6 inches or less, but more than 3 inches – maximum slope of 1:6 • 9 inches or less, but more than 6 inches – maximum slope of 1:8 • Greater than 9 inches – maximum slope of 1:12 <p>[§ 38.23(c)(5)]</p>	
	The ramp must be firmly attached to the vehicle. [§ 38.23(c)(6)]	
	Gaps between the ramp and vehicle finish floor can be no more than 5/8 inch. [§ 38.23(c)(6)]	
	A compartment or securement system must be provided for the ramp to keep it from impinging on the space set aside for mobility aid users and to keep it from becoming a hazard in the event of a sudden stop. [§ 38.23(c)(7)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Handrails are not required. If they are provided, however, they must support 100 pounds, be 30 to 38 inches above the ramp surface, have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and be continuous for the full length of the ramp. [§ 38.23(c)(8)]	

SECUREMENT AREA

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Vehicles over 22 feet in length must have two (2) securement locations. Vehicles 22 feet and under must have one (1) securement location. Vehicles are to be measured from the front-most part to the rear-most item (including the bumpers). [§ 38.23(a)]	
	<p>Wheelchairs and mobility aids must be oriented as follows:</p> <ul style="list-style-type: none"> For vehicles greater than 22 feet in length, at least one securement position must be forward facing. Other securement areas can be either forward or rear facing. For vehicles 22 feet in length or less, the one required position can be either forward or rear facing. <p>[§ 38.23(d)(4)]</p>	
	If wheelchair and mobility-aid users are secured in a rear-facing orientation, a padded barrier must be provided. The barrier must be 18 inches wide and extend from 38 inches to 56 inches above the floor. [§ 38.23(d)(4)]	
	<p>Securement systems must have the following design loads:</p> <ul style="list-style-type: none"> For vehicle with a GVWR of 30,000 pounds or more: 2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid. For vehicles with a GVWR of less than 30,000 pounds: 2,500 pounds per clamp/strap and 5,000 pounds per mobility aid. <p>[§ 38.23(d)(1)]</p>	
	Securement area must be located as close to the accessible entrance as possible. [§ 38.23(d)(2)]	
	A clear floor area of 30 inches wide by 48 inches long must be provided for each securement area. This can include an area up to 6 inches under a seat as long as there is a vertical clearance of at least 9 inches. If flip-seats are utilized, they cannot obstruct the required floor area. The required floor area can overlap the access path (the path of travel from the accessible entrance to the securement area). [§ 38.23(d)(2)]	
	The securement system must accommodate all common wheelchairs and mobility aids (any mobility aid not exceeding 30 inches in width and 48 inches in length and weighing no more than 600 pounds when occupied) and be operable by someone with average dexterity that is familiar with the system. [§ 38.23(d)(3)]	
	Securement systems must keep mobility aids from	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	moving no more than 2 inches in any direction. [§ 38.23(d)(5)]	
	The securement system must be located to be readily accessed when needed but must not interfere with passenger movement or be a hazard to passengers. It should also be reasonably protected from vandalism. [§ 38.23(d)(6)]	
	A seat belt and shoulder harness must be provided for each securement position. The seat belt and shoulder harness must be separate from the securement system for the mobility aid. [§ 38.23(d)(7)]	
	A sign must be provided which indicates that the securement area is to be used by persons who use wheelchairs and mobility aids. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(b), § 38.27(c)]	

GENERAL VEHICLE SPECIFICATIONS

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Aisles, steps, and floor areas must be slip resistant. [§ 38.25(a)]	
	Step edges, thresholds, and the boarding edge of ramps or lift platforms must have a band of color that contrasts with the step/floor surface. Typically, white or bright yellow is used to contrast against dark floors. [§ 38.25(b)]	
	<p>The height of doors at accessible entrances and the interior height along the path of travel between accessible entrances and securement areas shall be as follows:</p> <ul style="list-style-type: none"> • For vehicles 22 feet or longer, the clearance from the raised lift platform or the ramp surface to the top of the door must be at least 68 inches. • For vehicles less than 22 feet, the overhead clearance must be at least 56 inches. <p>[§ 38.25(c)]</p>	
	At least one set of forward-facing seats must be designated as priority seats for persons with disabilities. Signs identifying these as priority seats must be provided. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(a), § 38.27(c)]	
	Interior handrails and stanchions should not interfere with the path of travel of a common wheelchair from the accessible entrance to the securement areas. [§ 38.29(a)]	
	<p>Handrails and stanchions shall be provided in the entrance area and through the fare collection area to assist persons with disabilities as they enter and pay a fare. Some portion of this handrail/stanchion system must be able to be grasped from outside the vehicle to assist persons as they start to board. Handrails shall have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, shall provide a minimum of 1 1/2 inches of "knuckle clearance," and shall have eased edges with corner radii of not less than 1/8 inch.</p> <p>On vehicles 22 feet in length or longer which have fare collection systems, a horizontal assist shall be provided across the front of the vehicle to allow a person to lean against the assist while paying a fare. [§ 38.29(b)]</p>	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Handrails and stanchions shall also be provided to assist with on-board circulation, sitting and standing, and exiting the vehicle. [§ 38.29(b)]	
	For vehicles longer than 22 feet, an overhead handrail or handrails shall be provided which are continuous from front to back except for a gap at the rear doorway. [§ 38.29(c)]	
	For vehicles longer than 22 feet that have front door lifts or ramps, vertical stanchions immediately behind the driver shall either terminate at the lower edge of the aisle-facing seats or be "dog-legged" so that the floor attachment does not impede or interfere with wheelchair footrests. [§ 38.29(e)]	
	If the driver's seat must be passed by a wheelchair user, the pedestal shall not extend into the aisle or vestibule beyond the wheel housing, to the maximum extent practicable. [§ 38.29(e)]	
	Lighting of at least 2 foot-candles, measured on the step treads or lift platform, shall be provided in the step well or doorway immediately adjacent to the driver. Lighting shall activate when the door is opened. [§ 38.31(a)]	
	Other step well and doorways shall have similar lighting at all times. [§ 38.31(b)]	
	Lighting of at least 1 foot-candle shall be provided outside all doorways to illuminate the street surface for an area up to 3 feet perpendicular to the bottom step tread outer edge. Lighting shall be located below window level and shall be shielded to protect the eyes of entering and exiting passengers. [§ 38.31(c)]	
	Fareboxes are to be located as far forward as possible and must not obstruct traffic in the vestibule area, particularly wheelchairs and mobility aids. [§ 38.33]	
	Vehicles in excess of 22 feet used in multiple-stop, fixed route service must be equipped with a public address system. [§ 38.35(a)]	
	For vehicles in excess of 22 feet where passengers are permitted to exit at multiple stops at their option, a "stop request" control must be provided adjacent to the securement locations. The system shall provide both auditory and visual indications that the stop has been requested. Controls shall be located from 15 to 48 inches above the floor, shall be operable with one hand, shall not require tight grasping, pinching, or twisting of the wrist, and shall be activated by a force no greater than 5 lbf. [§ 38.37]	
	If destination or route information is displayed on the exterior of a vehicle, illuminated signs shall be	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	<p>provided at the front and boarding side of the vehicle. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 1 inch for signs on the boarding side and 2 inches for front "head signs." Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with background color. [§ 38.39]</p>	

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023026

COUNTY OF CUMBERLAND

This amendment to increase Service Contract 2023026 for Section 5310 funding by and between **Chapmans Management Company** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

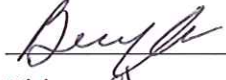
NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective December 18, 2023, the COUNTY and the CONTRACTOR mutually agree that the not to exceed amount of the contract will increase from \$50,000 to \$75,000.
2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective the 18th day of December 2023.

Chapmans Management Company


Title: Chrome

County of Cumberland

Chairman to the Board of Commissioners

This instrument has been pre-audited in the
Manner required by the Local Government
Budget and Fiscal Control Act.

Approved for Legal Sufficiency upon
formal execution by all parties:

BY: Wick Evans
Finance Director

BY:  11/29/23
County Attorney's Office

THIS AGREEMENT, hereinafter known as the EMPLOYMENT TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and CHAPMANS MANAGEMENT COMPANY (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2022 through June 30, 2023. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed FIVE THOUSAND EIGHT HUNDRED AND TWENTY-EIGHT DOLLARS AND ZERO CENTS (\$5,828.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$5,828.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current

registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

30. NOTICES: Any notice to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed to the other party by certified mail return receipt requested the following addresses or to such other addresses as either party from time to time designates in writing to the other for the receipt of notice.

Chapmans Management Company
Barsheem Chapman
President
918 Hope Mills Road
Fayetteville, NC 28304
(910) 339-4987

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, CHAPMANS MANAGEMENT COMPANY PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Chapmans Management Company

Contract #: 2023029

Amount: \$ 5,828.00

IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

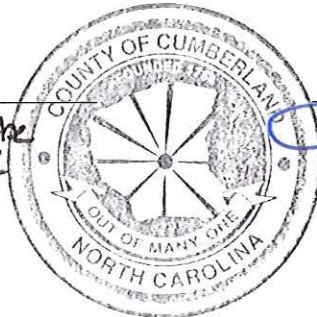
E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST

COUNTY OF CUMBERLAND

Andrea Tebbe
Candice White
Clerk
Deputy Clerk



BY: [Signature]
Glenn Adams
Chair, Board of Commissioners

ATTEST

Chapmans Management Company

BY:
Witness

BY: [Signature]
Barsheem Chapman
President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: [Signature]
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: [Signature] 8/17/22
County Attorney's Office

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023029

COUNTY OF CUMBERLAND

This amendment to increase Service Contract 2023029 for EMPL funding by and between **Chapmans Management Company** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

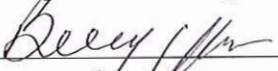
NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective December 18th, 2023, the COUNTY and the CONTRACTOR mutually agree that the not to exceed amount of the contract will increase from \$5,828.00 to \$41,649.00 for the fiscal year of 2024, July 1, 2023 to June 30, 2024.
2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective the 18th day of December 2023.

Chapmans Management Company


Title: David Chapman

County of Cumberland

Chairman to the Board of Commissioners

This instrument has been pre-audited in the
Manner required by the Local Government
Budget and Fiscal Control Act.

BY: 
Finance Director

Approved for Legal Sufficiency upon
formal execution by all parties:

BY:  1/3/24
County Attorney's Office

THIS AGREEMENT, hereinafter known as the EDTAP AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and Chapmans Management Company (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2022 through June 30, 2023. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCIES to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$50,000.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit, for each AGENCY, on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

1. Preparation of tax scrolls and tax books or a combined record as required by N.C.G.S. §105-319;
 2. Adoption of the Order to Collect Taxes as required by N.C.G.S. § 105-321;
 3. Review of listings and evaluations as required by N.C.G.S. Chapter 105, Subchapter II, Article 21;
 4. Listing, appraising and assessing of property as required by N.C.G.S., Chapter 105, Subchapter II, Article 22;
 5. Delivery of tax receipts to the Tax Administrator as required by N.C.G.S., § 105-352;
 6. Execution of settlements as required by N.C.G.S., §105-373.
- D. The Tax Administrator shall follow the tax collection and settlement procedures set forth in N.C.G.S. Chapter 105, Subchapter II (the Machinery Act) and the administrative and accounting practices of Cumberland County, except that the following special procedures shall apply to the extent that they are not inconsistent with said General Statutes:
1. The Tax Administrator, county manager, and town manager or administrator may agree from time to time in writing as to how the Revenues collected for the Town under this agreement shall be remitted to the Town and about such other administrative matters as shall be necessary to effectuate this agreement. That understanding may be amended in writing from time to time as technological advancements are made. The County shall be responsible for the safeguarding of all Revenues collected on behalf of the Town until such time as said Revenues are remitted to and received by the Town.
 2. Records maintained by the Tax Administrator shall show separately the amount collected on behalf of each taxing unit and such records shall be available for inspection at any time to the City, either in written or digital form, as may be available.
 3. The Tax Administrator shall prepare and mail one Consolidated Tax Bill per parcel for each parcel on which both County and Town taxes are owed, detailing all County and Town taxes, and fees authorized to be collected with property taxes, due. In the event of a partial payment on such a Consolidated Tax Bill, where the taxpayer has not specifically designated how payment is to be applied, the amount of such payment shall first be applied in satisfaction of the taxes owed with the amount to be applied pro rata to each taxing unit's share of

subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by the client and the transport company driver.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. No fares or donations will be collected from passengers. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

30. NOTICES: Any notice to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed to the other party by certified mail return receipt requested the following addresses or to such other addresses as either party from time to time designates in writing to the other for the receipt of notice.

Chapmans Management Company
Barsheem Chapman

Community Transportation Program
Ifetayo Farrakhan

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

CONTRACT FOR SERVICES
FISCAL YEAR 2023

Contract Signature Page

Chapmans Management Company

Contract #: 2023509

Amount: \$ 50,000.00

IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

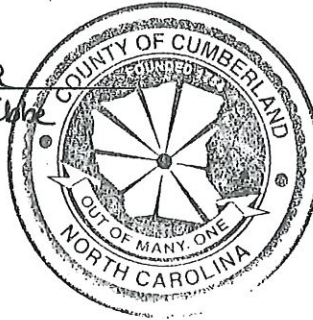
E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST

COUNTY OF CUMBERLAND

Andrea Teske
~~Gandee White~~ Clerk



Dr. Toni Stewart
Dr. Toni Stewart, Board Chairman

ATTEST

CHAPMANS MANAGEMENT COMPANY

BY: _____
Witness

BY: Barsheem Chapman
Barsheem Chapman
President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: Vicki Evans
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: 4/24/23
County Attorney's Office

Approved by BOC
4/17/23

COUNTY OF CUMBERLAND

This amendment to increase Service Contract 2023509 for EDTAP funding by and between **Chapmans Management Company** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

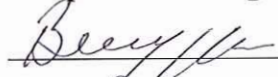
NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective December 18th, 2023, the COUNTY and the CONTRACTOR mutually agree that the not to exceed amount of the contract will increase from \$50,000 to \$77,848 for the fiscal year of 2024, July 1, 2023 to June 30, 2024.
2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective the 18th day of December 2023.

Chapmans Management Company


Title: Board Chairman

County of Cumberland

Chairman to the Board of Commissioners

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

BY: 
Finance Director

Approved for Legal Sufficiency upon formal execution by all parties:

BY: 
County Attorney's Office

THIS AGREEMENT, hereinafter known as the EDTAP AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and Famiks Transport, Inc. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2022 through June 30, 2023. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY-FOUR DOLLARS and ZERO CENTS (\$34.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SIXTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$67,000.00) as approved by the Cumberland County Transportation Advisory Board.. VENDOR is responsible for working with the AGENCIES to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$67,000.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit, for each AGENCY, on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm. Special concessions shall be made by VENDOR when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those two weeks.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the appropriate AGENCY and/or the Transportation Program Coordinator. AGENCIES will notify VENDOR of reservations for demand-response trips and changes to

subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by the client and the transport company driver.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. No fares or donations will be collected from passengers. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

30. NOTICES: Any notice to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed to the other party by certified mail return receipt requested the following addresses or to such other addresses as either party from time to time designates in writing to the other for the receipt of notice.

Famiks Transport, Inc.
Ebou Sankareh

Community Transportation Program
Ifetayo Farrakhan

President
119 Harvest Lane
Raeford, NC 28376
(910) 322-1427

Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Famiks Transport, Inc.

Contract #: 2023033

Amount: \$ 67,000.00

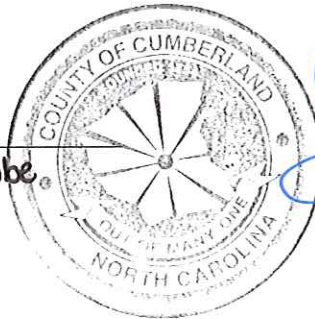
IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST

Andrea Tebbe
Candice White
Clerk Deputy Clerk



COUNTY OF CUMBERLAND

BY: Glenn Adams
Chair, Board of Commissioners

ATTEST

BY: Kbah
Witness

FAMIKS TRANSPORT, INC.

BY: E Sankareh
Ebou Sankareh
President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: [Signature]
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: [Signature] 8/16/22
County Attorney's Office

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023033

COUNTY OF CUMBERLAND

This amendment to increase Service Contract 2023033 for EDTAP funding by and between **Famiks Transport Inc.** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective December 18, 2023, the COUNTY and the CONTRACTOR mutually agree that the contract not to exceed amount of contract will increase from \$67,000.00 to \$97,000.00 for the fiscal year 2024, July 1, 2023 to June 30, 2024.
2. Excerpt as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect. All terms and conditions of the original approved contract apply.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective the 18th day of December 2023.

Famiks Transport Inc.

E. Sanchez
Title: C.E.O.

County of Cumberland

Chairman to the Board of Commissioners

This instrument has been pre-audited in the
Manner required by the Local Government
Budget and Fiscal Control Act.

BY: Wick Swans
Finance Director

Approved for Legal Sufficiency upon
formal execution by all parties:

BY: 12/19/23
County Attorney's Office

THIS AGREEMENT, hereinafter known as the RURAL TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS Transport, Inc. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2022 through June 30, 2023. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY-FOUR DOLLARS and ZERO CENTS (\$34.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SEVEN THOUSAND SIX HUNDRED AND EIGHTY-SIX DOLLARS AND ZERO CENTS (\$7,686.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$7,686.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current

registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

30. NOTICES: Any notice to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed to the other party by certified mail return receipt requested the following addresses or to such other addresses as either party from time to time designates in writing to the other for the receipt of notice.

FAMIKS Transport, Inc.
Ebou Sankareh
President
119 Harvest Lane
Raeford, NC 28376
(910) 322-1427

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Famiks Transport, Inc.

Contract #: 2023034

Amount: \$ 7,686

IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST

Andrea Tebbe
Candice White Andrea Tebbe
Clerk Deputy Clerk

COUNTY OF CUMBERLAND

BY: [Signature]
Glenn Adams
Chair, Board of Commissioners

ATTEST

BY: [Signature]
Witness



FAMIKS TRANSPORT, INC.

BY: [Signature]
Ebou Sankareh
President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: [Signature]
County Finance Director

Approved for Legal Sufficiency
upon formal execution by all parties

BY: [Signature] 8/16/22
County Attorney's Office



CONTRACT WORKFLOW PROCESS
DEPARTMENT HEAD CERTIFICATION

The appropriate signatures have been obtained on the attached contract in accordance with Cumberland County Purchasing Policy. I certify there have been no other changes or updates made to the contract documents after the approval for Legal Sufficiency was provided.

Department: Planning and Inspections/CTP

Department Head Signature: *Randy Howard* Date: 8.18.22

Contract # 2023034



Contract Check List (Eff. 6/21/21)
Contract Number: 2023034

Please ensure that each requirement below is completed before checking the boxes. Only check boxes that apply to the contract being processed. **Please Note: If the item does not apply to this contract, notate NA in the box.** All incomplete contracts will be returned to the submitting department. Packets must be organized.

Description	✓ or NA
1. <u>Only</u> the vendor's signatures have been obtained. <u>All contracts \$50,000.00 or more require the County's Manager's signature. Contracts \$100,000.00 or more, resulting from a formal bid process, require the Board Chairman's signature, after Board approval.</u> The County Manager does not have to sign contracts that require the Chairman's signature.	✓
2. All attachments referenced in the contract language or applicable to the contract are included with the contract. If hyperlinks are included in the contract, the information included on the hyperlink must also be included as a hard copy.	✓
3. There are (3) signed originals. <u>One copy should be single-sided and paper-clipped together, the others stapled.</u>	✓
4. Correct solicitation process was followed, and the bid tabulation sheet or proposals are attached with hard copies. For services following an RFP process, the evaluation summary is included.	✓
5. If \$30,000 or more, the request for quotes/bids/proposals was posted on Vendor Self Service.	✓
6. If project qualifies for Federal reimbursement, Federal procurement guidelines have been followed. ➤ Required contract clauses are attached.	N/A
7. If the contract is for outside Legal services, the <u>action agenda</u> showing approval is attached. (Board approval is always required for this.)	N/A
8. If the contract is Information Services related (computer hardware, software, etc.) the subtype <u>Computer Equipment</u> box in Munis has been selected. When this subtype is selected the IS Director will be an approver in Munis. Once you release the Contract Entry into workflow, contract hard copies should be sent to the IS Director and IS will forward to Finance after their approval. <u>This is applicable to all departments, including those with their own IS division.</u>	N/A
9. The contract does not contain an "Indemnity Clause" or if it does, there is a capped amount. If there is a capped amount, a separate requisition is created to encumber this amount <u>Req #</u> . If there is an indemnity clause w/o a capped amount, ask the vendor, by email, if the language can be stricken. Include email with contract packet. *Contact County Legal if uncertain*	N/A
10. There is either a Total Amount or Not to Exceed amount listed in the contract.	✓

W9's & LEGAL ENTITY NAME REQUIREMENTS

****If there is a discrepancy between the W9, Secretary of State page and contract hard copy, contact County Legal to reconcile before sending the contract forward. Contact County Legal for any questions regarding the legal name requirements. There are other special circumstances/legal requirements that may apply to certain contracts. We are unable to determine this in Finance. We are listing below the basic requirements that should be followed.****

11. The vendor has a W9 in Munis and the date is less than one calendar year old. Confirm the W9 date here: <u> </u>	✓
12. If the W9 is more than one year old a new W9 has been emailed to County Finance (Accounts Payable) to be attached in Munis. <u>*Confirm (in Vendor Inquiry) the new W9 is attached before moving forward*</u>	✓
13. The vendor name listed on the W9 matches exactly to the Secretary of State page (See number 15 & 16 below), including "inc", "llc", etc. **If "incorporated" is not abbreviated on one document, it should not be abbreviated on any of the documents** If the W9 does not match the State page, the vendor will need to submit an updated W9.	✓
14. The name listed on all pages of the contract is the same as the Secretary of State page and W9. This includes "inc", "llc", etc.	✓
15. There is (1) <u>Contractor's Certification</u> form and (1) <u>Request for Finance & Legal Review</u> form attached to the contract hard copies. Only one copy for the entire packet needed.	✓
16. A copy of the screen page from the NC Secretary's (or the State they are registered in) website showing they have an active status. <u>The screen page MUST be attached!</u>	✓
17. There is enough space for the pre-audit and Legal signatures, or a signature page is attached. <u>The "Signature Page" document is not needed if there is room for all signatures on the existing signature page that is signed by the vendor.</u>	✓
18. E-Verify Statement is in the contract language or a signed E-Verify memo is attached to each original copy for a total of (3). <u>The E-verify memo <i>does</i> have to be signed by the vendor.</u> If both the E-verify & Iran statements are missing from the contract, there is also a single form with both statements that can be signed, available on the Intranet.	✓
19. Iran Statement is in the contract language or the Iran statement is attached to each original copy for a total of (3). <u>The Iran statement <i>does not</i> have to be signed by the vendor.</u>	✓
20. There are tabs identifying all signature pages.	✓
21. Requisition has been entered but not released and has a status of "Allocated". The requisition amount is equal to the contract not to exceed amount. <u>Requisition #: 60</u>	✓
22. Contract Entry in Munis released into workflow. Make sure any attachments in Contract Entry are PDF files. NO Excel/Word/etc. documents that show as a link to be downloaded.	✓

Contact Name Ifetayo Farrakhan Certifying accuracy and completion: Department Head

David B. Moore
for Rauls Howard

REQUEST FOR LEGAL AND FINANCE REVIEW OF CONTRACT (EFF. 6/21/21)

The undersigned requests legal review of the contract between Cumberland County and Famiks Transport, Inc.

The undersigned certifies as follows:

If legal review is not required, indicate the reason below.

- ☐ 1. The only other party to this contract is a department or agency of the government of the United States or the State of North Carolina.
- ☐ 2. This contract requires the expenditure of not more than \$5,000 in any fiscal year.
- ☐ 3. The county and this contractor or vendor have had this same contract in place for the current and past fiscal years without any dispute and the only change to the existing contract is extending the term and/or increasing the contract amount.

!!MUST RESPOND!! Does this purchase qualify for federal reimbursement (ex. FEMA reimbursement or federal grant)

Yes or No? No, If Yes, have federal procurement guidelines been followed? Yes, a copy of the County's *FEMA Contract Clauses* is attached to each original hard copy Yes.

****Completion of the Uniform Guidelines Checklist is advised****

This contract was obtained through the following process

****Only select an option if process was followed. Backup is required****:

Service/Purchase/Construction

 Solicitation of quotes (5,000 – 29,999.99)

Purchase (Items, Apparatus, Materials)

 Informal bids (30,000 – 89,999.99)

 Formal bids (90,000 and above)

Service Formal

X Informal RFP (30,000 and above)

Construction

 Informal bid (30,000 – 499,999.99) Attach Proof of General Contractors License or if not required, explain below.

 Formal bid (500,000 and above) Attach Proof of General Contractors License or if not required, explain below.

Engineering/Consulting/Architect

 RFQ (Any amount)

- Does this contract with this vendor also include construction work? If so, was an RFQ the only bid process followed?
- Please Explain:

If none of the above, provide justification/explanation:

Please complete and initial each item below.

1. Date contract was approved by BOC (Put NA if Not Applicable) May 16, 2022
2. All statutory requirements applicable to the process were followed.
3. All applicable Cumberland County purchasing and contracting requirements were followed.
4. All applicable documentation required by the Cumberland County Finance Office has been submitted.

Certified by: Ifetayo Farrakhan for the Planning & Inspections/CTP Department of Cumberland County.

Signature: [Signature] Date Submitted: July 1, 2022

Boxes are for Purchasing Office Only

Put NA or Cross Through Where Not Applicable

Completed By (Initial): [Initials]

SAM CHECKED: ✓ IRAN LIST CHECKED ✓

DOA CHECKED: ✓

- W9 requirements on checklist met ✓ Name requirements met ✓
- Requisition or PO checked ✓ Budget code checked ✓ Does the contract qualify as c.o.? NA Is the Req. or POM coded to c.o.? NA If yes, original budget or budget revision verified? ✓
- Correct solicitation process followed ✓ If \$30,000 or more, request posted on Vendor Self Service Yes
- Quotes, bid tabulation or evaluation summary attached in Munis to Contract Entry or included with hard copies ✓
- Board Agenda attached Yes If so, actual minutes reviewed Yes Does the minutes and agenda match the contract (vendor, amount, approvers, etc.) Yes
- Required signatures verified ✓ Effective date verified ✓
- Contract includes indemnification language NA If yes, there is a capped amount? NA If yes, there is a separate requisition encumbering the capped amount? NA If no capped amount, there is an email from vendor authorizing to strike out language included with hard copy NA
- Memo for approval of meal/food purchase attached
 - Meal/Food amounts in line with GSA

Construction Contracts Only:

- If required, is the general contractor's license attached? Is it still valid?
- Is bid bond required? If yes, is a copy attached with hard copy?
- Is performance payment bond required? If yes, is a copy included with hard copy?

Notes:

Additional Check for Contract Amendments

- Change in line with original bid process and work?

CONTRACTOR'S CERTIFICATION FOR LEGAL REVIEW OF CONTRACT WITH CUMBERLAND COUNTY (Eff. 6/21/21)

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and Famiks Transport, Inc. as follows:

1. The contractor is
☐ an individual
☒ a corporation
☐ a limited liability company
☐ a unit of local government
☐ other: _____). (If the contractor is described as "other," a certified copy of the legal documents by which it is organized must be attached.)
2. The contractor's business address is 427 Gillespie Street, Fayetteville, NC 28301.
(If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
3. If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?
☒ Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)
☐ No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
4. The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

If the contract was prepared or drafted by contractor or contractor's attorney, complete the following additional certifications:

5. This contract is made subject to the laws of the State of _____.
6. This contract ☐ does ☐ does not contain a provision which may require the county to indemnify the contractor. If it does contain this indemnity provision, the maximum amount for which the county may be liable under this indemnity is \$ _____. (An indemnity provision that is not capped may result in the contract not being accepted by the county.)
7. All obligations incurred by the county under the terms of this contract terminate on the following date: _____ . (Any contract provision which extends the obligations of the county beyond the date the contract terminates will not be accepted by the county.)

The contractor agrees that the county does not waive its rights as to any provisions of the contract which are against the public policy of the State of North Carolina, regardless of the choice of law stated in the contract.

Certified by Ebou Sankareh for the contractor stated above.

Signature:

E. Sankareh

Date Submitted:

6/30/2022

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

Business Corporation

Legal Name

Famiks Transport, Inc.

Information

SosId: 0637561

Status: Current-Active ⓘ

Date Formed: 7/9/2002

Citizenship: Domestic

Fiscal Month: December

Annual Report Due Date: April 15th

CurrentAnnual Report Status:

Registered Agent: Sankareh, Ebou

Addresses

Mailing	Principal Office	Reg Office	Reg Mailing
119 Harvest Lane Raeford, NC 28376	119 Harvest Lane Raeford, NC 28376	119 Harvest Lane Raeford, NC 28376	119 Harvest Lane Raeford, NC 28376

Officers

President

Ebou Sankareh
119 Harvest Lane
Raeford NC 28376

Stock

Class: Common

Shares: 10000

No Par Value: Yes

Search Results

Records Found: 1 **Search Type:** Starting **Search Criteria:** Famiks Transport, Inc

Search Time: 6/3/2022 12:34 PM [Search Again](#)

If the entity does not have an "Annual Report" button or monitor icon, the entity is not required to file annual reports with the NC Secretary of State's Office.

Entity Name			
Sos Id	Date Formed	Status	Type
Famiks Transport, Inc.			
0637561	7/9/2002	Current - Active ⓘ	Business Corporation

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FAMIKS TRANSPORT, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 119 HARVEST LANE	Requester's name and address (optional)
6 City, state, and ZIP code RAEFORD, NC 28376		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
5	6		-	2	2	7	8	8	1	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>E. Sanchez</i>	Date ► <i>6/24/2022</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
JUNE 20, 2022
6:45 PM

INVOCATION - Commissioner Charles Evans

PLEDGE OF ALLEGIANCE -

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

APPROVED

2. PRESENTATIONS

- A. Presentation on Environmental Protection Agency (EPA) Lifetime Drinking Water Health Advisories for Four PFAS Chemicals

REQUEST TO REMOVE ITEM 3.E. FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION AND ACTION

3. CONSENT AGENDA

Approved A. Approval of Proclamation Recognizing Fayetteville Pride Fest

- B. Proof of Publication of Legislative Hearing June 6, 2022

NO ACTION NEEDED

Approved C. Approval to Pay Prior Year Invoice

Approved D. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy

- E. Approval of Contract with Motorola Solutions for Body Worn and In-Car Camera Equipment



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 16, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 5/9/2022

SUBJECT: FY23 COMMUNITY TRANSPORTATION PROGRAM BID TAB FOR PROPOSED SERVICES

BACKGROUND

An evaluation committee consisting of five members of the Transportation Advisory Board (TAB), met Thursday, April 21, 2022 to review Cumberland County Community Transportation Program provider proposals. The Transportation Advisory Board then met on Thursday, April 26, 2022 to review and approve the recommendations from the evaluation committee for the following proposals: Section 5310 Transportation (5310) Employment Transportation (EMPL) Rural General Public Transportation (RGP) Area Agency on Aging Medical Transportation (AAA Medical) Area Agency on Aging General Transportation (AAA Gen) Elderly and Disabled Medical Transportation (EDTAP) The proposals were rated on proposal response, qualifications and experience, references, Disadvantaged Business Enterprise (DBE) efforts, and value for cost.

After review, B&W Transportation was recommended for the following contracts: 5310, EMPL, RGP, AAA Gen, and AAA Medical at a rate of \$30.00 per unit of service.

FAMIKS Transportation was recommended for the following contracts: 5310, RGP, AAA Medical, and EDTAP at a rate of \$34.00 per unit of service.

Chapman Management Company was recommended for the following contracts: 5310, EMPL, RGP, AAA Gen, and AAA Medical at a rate of \$30.00 per unit of service.

These three companies were recommended out of a total of four transportation providers that submitted proposals. Each was rated by the evaluation committee using the aforementioned criteria. A copy of the Bid Tab is attached with this memo.

The Transportation Advisory Board would like to request your approval to enter into contracts with the above

Evaluation Sheet FY22 Request for Proposals for Provision of the FY 2023 Cumberland County Community Transportation Program

Vendor-Contractor	Proposed Rate per Trip	Terrasine Gardner					Totals
		Response	Qual. & Exp	References	DBE Efforts	Value for Cost	
			25 Points	10 Points	10 Points	30 Points	
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	30	100
3 Chapman Management Co.	\$30.00	25	25	10	10	30	100
4 Squared, LLC	\$58.00	25	20	10	0	15	70
Vendor-Contractor	Proposed Rate per Trip	Ashley Patterson					Totals
		Response	Qual. & Exp	References	DBE Efforts	Value for Cost	
		25 Points	25 Points	10 Points	10 Points	30 Points	
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	27	97
3 Chapman Management Co.	\$30.00	20	20	10	10	30	90
4 Squared, LLC	\$58.00	25	20	10	0	20	75
Vendor-Contractor	Proposed Rate per Trip	Amber Gulch					Totals
		Response	Qual. & Exp	References	DBE Efforts	Value for Cost	
		25 Points	25 Points	10 Points	10 Points	30 Points	
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	30	100
3 Chapman Management Co.	\$30.00	24	24	10	10	30	98
4 Squared, LLC	\$58.00	25	25	10	0	20	80
Vendor-Contractor	Proposed Rate per Trip	Nicole Willingham					Totals
		Response	Qual. & Exp	References	DBE Efforts	Value for Cost	
		25 Points	25 Points	10 Points	10 Points	30 Points	
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	30	100
3 Chapman Management Co.	\$30.00	25	25	10	10	30	100
4 Squared, LLC	\$58.00	25	25	10	0	20	80
Vendor-Contractor	Proposed Rate per Trip	Nkechi Kamalu					Totals
		Response	Qual. & Exp	References	DBE Efforts	Value for Cost	
		25 Points	25 Points	10 Points	10 Points	30 Points	
1 B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2 Famiks Transport, Inc.	\$34.00	25	25	10	10	30	99
3 Chapman Management Co.	\$30.00	20	20	10	10	30	90
4 Squared, LLC	\$58.00	20	20	10	0	20	75

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
MAY 16, 2022
6:45 PM

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

Fayetteville-Cumberland Youth Council Members

Laiya Davis
Jaedyn Daniels

Recognition of 2022 Governor's Volunteer Service Awards

Individuals

Wilma Hernandez – Fayetteville Urban Ministry Adult Literacy Education Center
Duncan Harling – BSA Venturing Crew 32, AL Post 32 SAL Squadron 32
Stacey Buckner – Medallion Winner – Veterans Affairs Hospital / ServiceSource Employee
Jerel D. McGeachy, Jr. – East Freedom Council #33 Knights of Pythagoras
Casey Ferris – Hope Mills Area Chamber of Commerce
Jacqueline Crawford – Army Community Service
Patricia Ann Archie Jackson – Fayetteville-Cumberland County Senior Citizens Advisory Commission

Organizations/Groups

Duncan Harling, Jacob Dahman, Julia Dahman, Philip Ryan, Sean Ryan, Luke Frassel, Owen Walkinshaw, Patrick Cook, Liam Creasey and Logan Williamson - BSA Venturing Crew 32, AL Post 32
Bertha Council, John McCauley and Carol Ivey - U.S. Army Airborne & Special Operations Museum

PUBLIC COMMENT PERIOD

REQUEST TO REMOVE ITEM 4.E. FROM AGENDA

1. APPROVAL OF AGENDA

APPROVED WITH REMOVAL OF ITEM 4.E.

2. CONSENT AGENDA

Approved A. Approval of Proclamation Recognizing May 15-21, 2022 as National Public



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 20, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 5/26/2022

**SUBJECT: COMMUNITY TRANSPORTATION PROGRAM CONTRACTOR BID
FOR SERVICES**

BACKGROUND

At the May 16, 2022 Regular Meeting, the Board of Commissioners approved the bid tab for Community Transportation Program contractor services. The approval included 3 of 4 providers that submitted as part of the RFP response.

Since the Board's decision, the fourth vendor, Squared, LLC has provided clarification of their proposed rate of service. This vendor's original submittal was \$58 per trip. However, the vendor assumed the trip rate was for roundtrip costs as opposed to one-way. One way trips were specified and explained in the RFP. However, this vendor was not clear on the request. They have provided staff with an updated one-way trip rate of \$33.

Staff believes this new rate proposal of \$33 per trip is in conformance with the other three vendor's rates. If the Board of County Commissioners approve the bid proposal of this vendor, this will increase the total number of vendors providing transportation services in the County from 3 to 4 vendors for the FY23 budget year.

RECOMMENDATION / PROPOSED ACTION

At their June 9th, 2022 Agenda Session, the Board of Commissioners reconsidered and approved the bid proposal from Squared LLC at a rate of \$33 per trip and authorized the Chairman to sign the contract when pre-audited by Finance and approved for legal sufficiency.

FY 2022 BIDS FOR FY2023 CONTRACTS

Company Name	EDTAP Rate	RGF Rate	Empl Rate	5310	AAA Medical Rate	AAA General Rate
B&W Transporting Incorporated	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Famiks Transport, Inc.	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
Chapmans Management Company	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Squared LLC	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

Business Corporation

Legal Name

Famiks Transport, Inc.

Information

SosId: 0637561

Status: Current-Active ①

Date Formed: 7/9/2002

Citizenship: Domestic

Fiscal Month: December

Annual Report Due Date: April 15th

CurrentAnnual Report Status:

Registered Agent: Sankareh, Ebou

Addresses

Mailing	Principal Office	Reg Office	Reg Mailing
119 Harvest Lane Raeford, NC 28376	119 Harvest Lane Raeford, NC 28376	119 Harvest Lane Raeford, NC 28376	119 Harvest Lane Raeford, NC 28376

Officers

President

Ebou Sankareh
119 Harvest Lane
Raeford NC 28376

Stock

Class: Common

Shares: 10000

No Par Value: Yes

Search Results

Records Found: 1 **Search Type:** Starting **Search Criteria:** Famiks Transport, Inc

Search Time: 6/3/2022 12:34 PM **Search Again**

If the entity does not have an "Annual Report" button or monitor icon, the entity is not required to file annual reports with the NC Secretary of State's Office.

Entity Name			
Sos Id	Date Formed	Status	Type
Famiks Transport, Inc.			
0637561	7/9/2002	Current - Active ⓘ	Business Corporation

Jessica Hullender

From: Ifetayo Farrakhan
Sent: Thursday, August 4, 2022 2:03 PM
To: Jessica Hullender
Subject: RE: Contracts for Community Transportation

Yes please. And thank you.

From: Jessica Hullender <jhullender@co.cumberland.nc.us>
Sent: Thursday, August 4, 2022 12:51 PM
To: Ifetayo Farrakhan <ifarrakhan@co.cumberland.nc.us>
Subject: RE: Contracts for Community Transportation

Hi Ife,

Ok, thank you. So I have your permission to take these out of the contracts?

Thanks,

Jessica Hullender

Finance Accountant II
Financial Services

Cumberland County

O: 910-678-7730

www.cumberlandcountync.gov



CUMBERLAND
COUNTY
NORTH CAROLINA

From: Ifetayo Farrakhan <ifarrakhan@co.cumberland.nc.us>
Sent: Thursday, August 4, 2022 12:35 PM
To: Jessica Hullender <jhullender@co.cumberland.nc.us>
Subject: RE: Contracts for Community Transportation

These two forms are not applicable for this program. They are directly related to programs that purchase their vehicle directly from and with funds from NCDOT.

From: Jessica Hullender <jhullender@co.cumberland.nc.us>
Sent: Thursday, August 4, 2022 12:04 PM
To: Ifetayo Farrakhan <ifarrakhan@co.cumberland.nc.us>
Cc: Hank Graham <hgraham@co.cumberland.nc.us>
Subject: RE: Contracts for Community Transportation

ATTACHMENT B

TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF
COMPLIANCE WITH 49 CFR PART 26.49

(Must be submitted with all bids. A bid, which does not include this certification, will not be eligible for award.)

This procurement is subject to the provisions of 49 CFR, Part 26.49. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid.

TRANSIT VEHICLE MANUFACTURER CERTIFICATION

_____, a TVM, hereby certifies that it has complied with the requirement of
(Name of Manufacturer)
49 CFR Part 26.49 by submitting a current annual DBE goal to FTA. The goals apply to Federal
Fiscal Year ____, October 1, ____ to September 30, ____ and have been approved or not
disapproved by FTA.

OR

_____, hereby certifies that the Manufacturer of the transit vehicle to
(Name of Dealer/Distributor)
be supplied, _____, has complied with the above-referenced
(Name of Manufacturer)
requirement of 49 CFR Part 26.49.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT F

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

(To be submitted with all bids.)

The undersigned certifies that the vehicles offered in this procurement comply and will, when delivered, comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665, and any amendments thereto, according to one of the following three alternatives.

(Indicate with an "X" only one of the following statements.)

1. ____ The vehicles offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Bid. If the configuration or components are not identical, the manufacturer shall provide with its Bid a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
2. ____ The vehicles offered are a new model, or with a major change in configuration or components to be acquired, and will be tested and the full bus testing report(s) and any applicable partial testing report(s) will be submitted to the Purchaser before final acceptance of the first vehicle.
3. ____ The manufacturer represents that the vehicles offered are "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Bid the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
4. ____ The manufacturer represents that the vehicles offered are not required to be bus tested.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

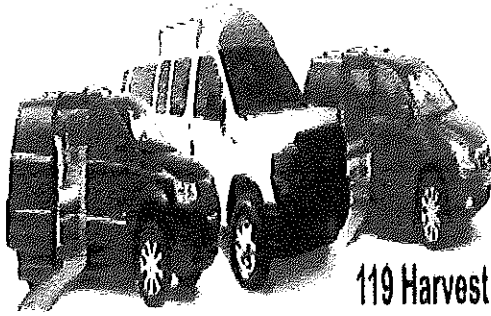
State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____



FAMIKS TRANSPORT INC

119 Harvest Lane, Raeford NC 28376 Phone: 910-322-1427 Fax: 910-229-2823

**CUMBERLAND COUNTY COMMUNITY
TRANSPORTATION PROGRAM
SERVICE PROPOSAL
APRIL 18, 2022**

**CUMBERLAND COUNTY COMMUNITY
TRANSPORTATION PROGRAM
130 GILLESPIE STREET
FAYETTEVILLE, NC 28301**

**EBOU SANKAREH
CEO/PRESIDENT
427 GILLESPIE STREET
FAYETTEVILLE, NC 28301
TEL: 910-322-1427
FAX: 910-229-2823
ebousankareh@yahoo.com**

**INFORMATION & QUALIFICATIONS
PROPOSAL WORKSHEETS WITH
PROPOSAL ATTACHMENTS**

2

MANAGER'S RESUME'

3

**WRITTEN DRIVING RECORDS FROM
NC DMV (ALL DRIVERS)**

4

**COPIES OF RED CROSS
CERTIFICATIONS**

5

ARTICLES OF INCORPORATION

6

**DISADVANTAGE BUSINESS
ENTERPRISE CERTIFICATION (DBE)**

7

STATEMENT OF INSURABILITY

8

BUSINESS REFERENCES

9

ATTACHMENTS A, B, & C

ATTACHMENTS E & F



FAMIKS TRANSPORT INC

119 Harvest Lane, Raeford NC 28376

Tel: 910.322.1427 Fax: 910.229.2823

April 18, 2022

Mid Carolina Board of Directors
Cumberland County Community Transportation Program
130 Gillespie Street
Fayetteville, NC 28301

Dear Directors:

It is with great pleasure and gratitude to thank you for your cooperation and continued support over the years. We, at Famiks Transport, Inc., appreciate your hard work and the sacrifice you offer our community. You make our community proud of your service. Thank you for your time, effort, and consideration.

Famiks Transport, Inc., established in 1995, is a transport service company that provides timely, safe, dependable, accessible, and affordable transportation services for all residents of Fayetteville/Cumberland County, especially the elderly and disabled, which goes beyond those required with the American Disability Act (ADA) and to remove all transportation barriers that the general public, elderly, and disabled are faced with daily.

We are presenting our proposal for the service of our community. As you know, we have been providing excellent services for over 20 years to the residents of our community. We pledge to continue this excellent service. Famiks Transport, Inc. hereby submits the attached Solicitation for the Cumberland County Community Transportation Program.

Once again, thank you for your continued support, time, effort, and consideration.

With warm regards, I remain,

Ebou Sankareh
CEO
Famiks Transport, Inc.

**INFORMATION AND
QUALIFICATION PROPOSAL
WORKSHEETS**

Information and Qualification Proposal Worksheets
(Electronic copies are available upon request.)

1. General Information and Qualifications

A. Identification of Proposer

Name of Organization: **Famiks Transport, Inc.**

Business Address: **427 Gillespie Street**
Fayetteville, NC 28301

Telephone Number: **910-322-1427**

Fax Number: **910-229-2823**

Federal Tax ID #: **56-2278817**

B. Name and Title of Individual to Contact for Further Information:
Ebou Sankareh, CEO

C. Legal Status of Organization: (Check one)

- ☒ For-profit corporation or joint venture corporation
☐ For-profit partnership or sole proprietorship
☐ Non-profit corporation
☐ Public agency
☐ Other (identify) _____

D. Description of Organization

Provide a brief description of the major business functions, history, and organizational structure (please provide copy of organizational chart) of the Proposer Organization. Attach and label as "Description of Proposer Organization."

E. Credit References

Attach names, addresses, phone numbers and relation to Proposer of at least three credit references including Proposer's bank. Label the attachment "Credit References."

F. Has Proposer, or any officer or partner of Proposer, failed to complete a contract?

Yes ____ No **X**

If yes, give details on separate sheet labeled "Failure to Complete Contract."

G. Proposed subcontractors and consultants

Attach company name, contact, address, phone, and anticipated role of any proposed subcontractor and/or consultant; also include three references for each proposed subcontractor and consultant. Label these attachments "Proposed Subcontractors and Consultants."

H. Disadvantaged and Small Business Status

A Disadvantaged Business Enterprise (DBE) is defined as a business at least 51% of which is owned, operated, and controlled by minority group members, or in the cases of publicly owned businesses, at least 51% of which is owned, operated, and controlled by minority group members. "Minority Group Members" are defined as Blacks, Hispanics, Asian American, American Indians, Alaskan Natives, or women regardless of race or nationality. A Small Business is defined under Small Business Administration (SBA) section 8(a) rules. Please submit a printout from the NDCOT Directory of Certified DBE's to verify DBE Status. www.ebs.nc.gov/VendorDirectory/default.html

Check the appropriate status of Proposer's business:

DBE ☒ Small Business _____
Neither DBE or Small Business _____

I. Vehicles

Does Proposer understand that providing its own vehicles is a necessary component of this proposal?

Yes ☒ No _____

Attach descriptions and pictures of proposed vehicles (year, manufacturer, model, number of miles, seating capacity, ADA accessibility, etc.). Label "Proposed Vehicles."

Proposer must provide documentation that accessible vehicles are ADA compliant. These vehicles must meet all vehicle, lift or ramp, wheelchair station, lighting, signage, and any other ADA requirements specified in 49 CFR 38 (see *ADA accessibility attachment*).

J. Is any litigation pending against Proposer or any officer or partner of Proposer's organization?

Yes _____ No ☒

If yes, give details on separate sheet labeled "Pending Litigation."

K. Service References

Please tell us about (up to three) similar contracts which the Proposer organization has provided service under. Label additional pages "Service References".

Service Reference# 1

First Name: Cumberland County Community Transportation Program

Street: 130 Gillespie Street

City, State, Zip Code: Fayetteville, NC 28301

Contact Person: Ifetayo Farrakhan Telephone Number: (910)678-7624

Length of Service: from July 1, 2003 to Present

Please describe the services Proposer provided to this organization by checking as many of the following as apply:

☒ Fixed Route _____ Charter
☒ Demand Response (Paratransit) _____ Daily School Bus Service
____ Other (describe) _____

Average number of miles operated per weekday 1,125 (225 x 5 days)

Days of operation: Monday-Friday, 4:30 a.m. to 8:30 p.m. Schedules are flexible (i.e., weekends, holidays, etc)

Average number of vehicles operated per weekday: 6

Types of vehicles operated Ford ECON Vans and Dodge Caravans

Types of users (ex. general public, disabled, etc. General Public, Elderly, and Disabled

Please use additional sheets to provide any further information about this reference. Label "Additional information: Service Reference #___".

2. Maintenance Program

Describe how the program Proposer will follow for maintenance, inspection and cleaning of vehicles.

3. Driver Standards

Please describe Proposer's current hiring standards and training and safety programs for drivers. Additionally, please describe your current drug and alcohol policy and testing procedures (Note: Testing must comply with those of the Community Transportation Program upon execution of contract).

4. Service Description

Please provide a detailed description of how Proposer plans to provide this service. The description should demonstrate understanding of the program as detailed in this RFP. Additionally, any minimum requirements which Proposer proposed to exceed should be described. The description should include, but by no means be limited to, Proposer's plan for scheduling and dispatch, administration, management and support, use of radios or cell phones, etc.

5. Implementation and Management Plan

Describe Proposer's strategy and timeline for implementing transportation services. Describe the management structure for this contract. Emphasis should be on a timely, thorough implementation plan and the assurance of service quantity, quality, and efficiency.

6. Safety Policy and Emergency Procedures

In this section, the Proposer should state the company policy on safety and also describe procedures for handling emergency situations.

The Proposer, Ebou Sankareh, hereby certifies and affirms to the truthfulness and accuracy of the information provided in the above Information and Qualification Proposal Worksheets Form.

4/15/2022
Date

E. Sankareh
Signature of Proposer

Ebou Sankareh, CEO
Name and Title of Proposer

ATTACHMENTS

DESCRIPTION OF PROPOSER ORGANIZATION

DESCRIPTION OF PROPOSER ORGANIZATION

FAMIKS TRANSPORT, INCORPORATED

COMPANY MAJOR BUSINESS FUNCTIONS

Famiks Transports, Incorporated (hereinafter Famiks) is a transport service company located at 427 Gillespie Street, Fayetteville, NC 28301. Its major function and mission is to: 1) provide timely, safe, dependable, accessible, and affordable transportation services to all residents, especially the elderly and disabled citizens; 2) provide transportation services that go beyond those required by the American Disability Association (ADA); and 3) remove all transportation barriers that the elderly and disabled citizens are faced with daily.

At Famiks, our philosophy is one that emphasizes service, and a realization that effective communication is a key component in our business. The company also realizes that, in a competitive environment, flexibility and professionalism maintains that leading edge.

The company has and will continue to establish relationships with organizations that will enhance professional growth. These alliances are valuable to Famiks because they allow us to get updates on technology, added tech support and a strong presence in the market. Famiks's strategy is to build reputation and market share in our target market by establishing our business offering as a viable alternative to existing transportation services. Famiks intends to get the confidence of customers and establish itself as a company that provides superior customer service by using up-to-date technology to provide timely and reliable services.

Famiks will accommodate any schedule. The hours of operation are from 4:30 a.m. to 8:30 p.m. (16 hours a day), Monday through Friday. We also operate on holidays and weekends, especially for dialysis clients. We make special concessions concerning dialysis clients for dialysis treatments and make necessary arrangements so that those clients arrive at their appointments on time, regardless of the normal service hours. We will not end our transportation services until all client trips have been completed. In the event a dialysis client's appointment is scheduled on Christmas and New Year's Day, Famiks will provide transportation on a Saturday or Sunday for those weeks (to make up for the holiday).

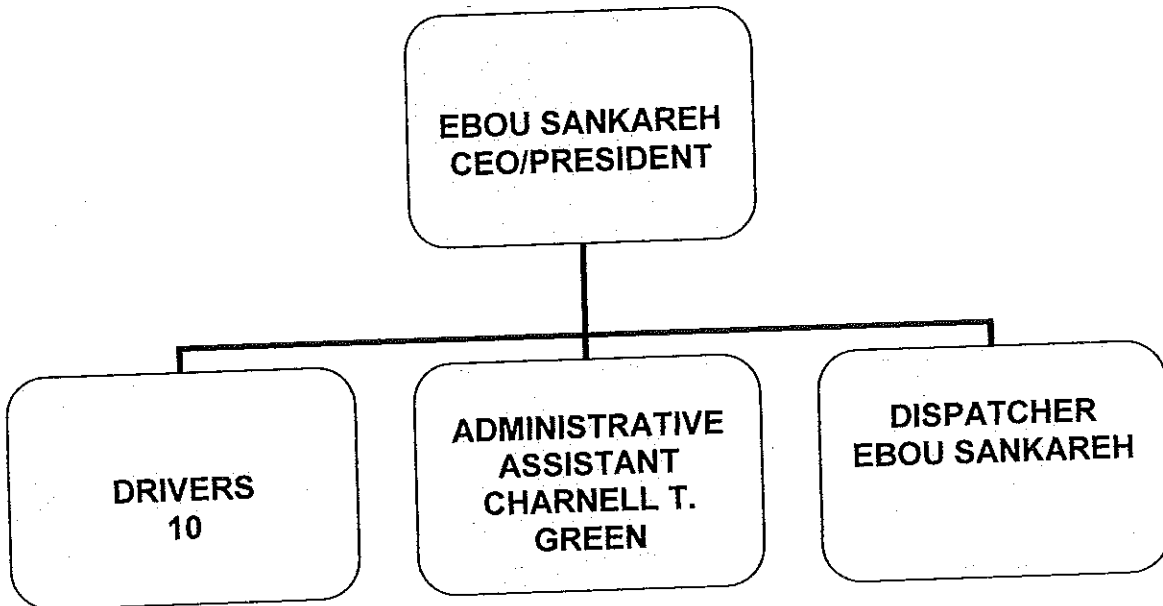
At pick-ups, Famiks allows all clients ten (10) minutes wait time before they are considered no-shows. Clients also are allowed fifteen (15) minutes wait time for prescription pick-up after their doctor's appointments. However, if the time exceeds, the client and transport driver will negotiate the extension of time. Famiks will receive cancellations at least one hour prior to pick-up.

ORGANIZATIONAL CHART

ORGANIZATIONAL STRUCTURE

ORGANIZATIONAL CHART

FAMIKS TRANSPORT, INCORPORATED



For more information please contact: Mr. Ebou Sankareh, CEO/President; 119 Harvest Lane; Raeford, NC 28376; 910-857-6068 (Office); 910-875-9949 (Fax); 910-322-1427 (Cell); e-mail: Ebousankareh@yahoo.com

CREDIT REFERENCES

CREDIT REFERENCES

1. Wells Fargo Financial
204 Westwood Shopping Center
Fayetteville, NC 28314
910-868-8081
2. Discover Card
Post Office Box 15251
Wilmington, DE 19886-6261
800-347-2683 (800-DISCOVER)
3. American Express
800-678-0745

PROPOSED VEHICLES

PROPOSED VEHICLES

Famiks owns fifteen (15) vehicles to provide transportation for their clientele. All of the vehicles are equipped with handicapped lifts. Also, they are equipped with the following: 1) Auto Emergency Warning Triangles (3 in each vehicle); 2) Blood-Borne Pathogen Kits; 3) First Aid Boxes; 4) Fire Extinguishers; 5) Seat Belts; 6) Web Cutters; 7) Wheelchair Restraint Belts (Tie Downs); and 8) other safety features and devices. Listed below are the vehicles:

VEHICLES YEAR/MAKE/MODEL	MILEAGE	SEATING CAPACITY	ADA ACCESSIBLE	TYPE OF FUEL	VEHICLE NUMBER
1. 2001 DODG Van	121375	6	Yes	Gas	#007
2. 2002 CHRY Van	222508	5	Yes	Gas	#022
3. 2002 DODG Van	398285	6	Yes	Gas	#171
4. 2002 DODG Van	287874	6	Yes	Gas	#019
5. 2004CHRY Van	370890	6	Yes	Gas	#010
6. 2006 DODG Van	244885	6	Yes	Gas	#009
7. 2008 DODG Van	217319	6	Yes	Gas	#012
8. 2009 DODG Van	196588	5	Yes	Gas	#016
9. 2011 FORD 350 ECON	345597	8	Yes	Diesel	#024
10.2011 FORD 350 ECON	323905	8	Yes	Deisel	#005
11.2011FORD 350 ECON	268485	8	Yes	Deisel	#026
12.2011 FORD 350 ECON	310065	8	Yes	Deisel	#006
13.2012 FORD 350 ECON	188908	8	Yes	Deisel	#003
14.2013 FORD 350 ECON	161950	8	Yes	Deisel	#017
15.2016 FORD 350 ECON	166881	8	Yes	Deisel	#002

**COPIES OF VEHICLE
REGISTRATION CARDS AND
PICTURES OF VEHICLES**



STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER ZM5153	PLT EXP DATE 02/28/2023	INSPECTION DUE 02/28/2023
VEHICLE ID # 2B6LB31ZX1K547402	GROSS WT	
MAKE/SERIES DODG	TITLE # 773932061843015	EQUIP #
SHIPPING WEIGHT 4582	STYLE VN	YEAR 2001
	FUEL G	TOTAL FEE 107.75
CLASSIFICATION FOR HIRE 15-PASS NON-REG INTRA		VEHICLE BRAND
CUSTOMER ID # OWNER 1 000020387267	CUSTOMER ID # OWNER 2	COUNTY HOKE

FAMIKS TRANSPORT INC

119 HARVEST LN
RAEFORD NC 28376-6516

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

FAMIKS TRANSPORT INC
Reg 21.50
MotorCar .00

007

TOTAL 21.50

015 03/04/2022 T1C0157
DEBIT AUTH CODE: 001545

notary
S.00

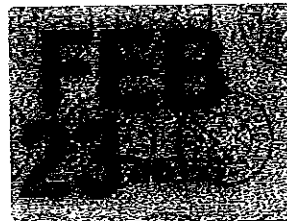
108 - INTEGON INDEMNITY CORP
INSURANCE COMPANY AUTHORIZED IN NC

2011165542

POLICY NUMBER



2B6LB31ZX1K547402



44855494



STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER ZK4848	PLT EXP DATE 02/28/2023	INSPECTION DUE 02/28/2023
VEHICLE ID # 2C8GP64L42R675181	GROSS WT	
MAKE/SERIES CHRY	TITLE # 339753190496015	EQUIP #
SHIPPING WEIGHT	STYLE VN	YEAR 2002
	FUEL G	TOTAL FEE 107.75
CLASSIFICATION FOR HIRE 15-PASS NON-REG INTRA		VEHICLE BRAND
CUSTOMER ID # OWNER 1 000020387267	CUSTOMER ID # OWNER 2	COUNTY HOKE

FAMIKS TRANSPORT INC

119 HARVEST LN
RAEFORD NC 28376-6516

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

FAMIKS TRANSPORT INC
License 107.75
MotorCar .00
Prop. Tax 12.87

Appraised Value: \$1,550.00
Appeal Deadline: 04/14/2022
Hoke County Tax Office
910-875-8751

Taxing Unit	Tax Rate	Amount
HOKE CO	0.750000	11.63
PUPPY CREEK FD	0.080000	1.24

TOTAL 120.62

Total Property Tax 12.87
015 02/22/2022 T1C0157
CREDIT AUTH CODE: 066025

108 - INTEGON INDEMNITY CORP
INSURANCE COMPANY AUTHORIZED IN NC

2011165542
POLICY NUMBER



2C8GP64L42R675181

FEB
23 ZK4848

44852914

022



STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER ZK4847	PLT EXP DATE 02/28/2023	INSPECTION DUE 02/28/2023
VEHICLE ID # 2B4GP44R52R617670	GROSS WT	
MAKE/SERIES DODG	TITLE # 339752190497015	EQUIP #
SHIPPING WEIGHT	STYLE VN	YEAR 2002
	FUEL G	TOTAL FEE 107.75
CLASSIFICATION FOR HIRE 15-PASS NON-REG INTRA		VEHICLE BRAND
CUSTOMER ID # OWNER 1 000020387267	CUSTOMER ID # OWNER 2	COUNTY HOKE

FAMIKS TRANSPORT INC
119 HARVEST LN
RAEFORD NC 28376-6516

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

FAMIKS TRANSPORT INC
License 107.75
MotorCar .00
Prop. Tax 11.45

Appraised Value: \$1,380.00
Appeal Deadline: 04/14/2022
Hoke County Tax Office
910-875-8751

Taxing Unit	Tax Rate	Amount
HOKE CO	0.750000	10.35
PUPPY CREEK FD	0.080000	1.10

TOTAL 119.20

Total Property Tax 11.45
015 02/22/2022 T1C0157
CREDIT AUTH CODE: 066025

108 - INTEGON INDEMNITY CORP
INSURANCE COMPANY AUTHORIZED IN NC
2011165542
POLICY NUMBER



2B4GP44R52R617670

FEB
23 ZK4847

44852915

171



STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER ZK4849	PLT EXP DATE 02/28/2023	INSPECTION DUE 02/28/2023
VEHICLE ID # 2B4GP44342R740839	GROSS WT	
MAKE/SERIES DODG	TITLE # 339754190495015	EQUIP #
SHIPPING WEIGHT	STYLE VN	YEAR 2002
	FUEL F	TOTAL FEE 107.75
CLASSIFICATION FOR HIRE 15-PASS NON-REG INTRA		VEHICLE BRAND
CUSTOMER ID # OWNER 1 000020387267	CUSTOMER ID # OWNER 2	COUNTY HOKE

FAMIKS TRANSPORT INC

119 HARVEST LN
RAEFORD NC 28376-6516

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

FAMIKS TRANSPORT INC
License 107.75
MotorCar .00
Prop.Tax 12.45

Appraised Value: \$1,500.00
Appeal Deadline: 03/24/2022
Hoke County Tax Office
910-875-8751

Taxing Unit	Tax Rate	Amount
HOKE CO	0.750000	11.25
PUPPY CREEK FD	0.080000	1.20

TOTAL 120.20

Total Property Tax 12.45
015 02/22/2022 TIC0157
CREDIT AUTH CODE: 066025

I08 - INTEGON INDEMNITY CORP
INSURANCE COMPANY AUTHORIZED IN NC

2011165542

POLICY NUMBER



2B4GP44342R740839

FEB
23 ZK4849

44852916



STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER ZK4846	PLT EXP DATE 02/28/2023	INSPECTION DUE 02/28/2023
VEHICLE ID # 2C4GP54L44R607123	GROSS WT	
MAKE/SERIES CHRY	TITLE # 339751190498015	EQUIP #
SHIPPING WEIGHT	STYLE VN	YEAR 2004
	FUEL G	TOTAL FEE 107.75
CLASSIFICATION FOR HIRE 15-PASS NON-REG INTRA		VEHICLE BRAND
CUSTOMER ID # OWNER 1 000020387267	CUSTOMER ID # OWNER 2	COUNTY HOKE

FAMIKS TRANSPORT INC
119 HARVEST LN
RAEFORD NC 28376-6516

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

FAMIKS TRANSPORT INC
License 107.75
MotorCar .00
Prop.Tax 17.60

Appraised Value: \$2,120.00
Appeal Deadline: 04/14/2022
Hoke County Tax Office
910-875-8751

Taxing Unit	Tax Rate	Amount
HOKE CO	0.750000	15.90
PUPPY CREEK FD	0.080000	1.70

TOTAL 125.35

Total Property Tax 17.60
015 02/22/2022 T1C0157
CREDIT AUTH CODE: 066025

108 - INTEGON INDEMNITY CORP
INSURANCE COMPANY AUTHORIZED IN NC

2011165542
POLICY NUMBER



2C4GP54L44R607123

FEB
23 ZK4846

44852917



STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER ZK4845	PLT EXP DATE 02/28/2023	INSPECTION DUE 02/28/2023
VEHICLE ID # 2D8HN44E69R631499	GROSS WT	
MAKE/SERIES DODG	TITLE # 339749190493015	EQUIP #
SHIPPING WEIGHT	STYLE VN	YEAR 2009
	FUEL F	TOTAL FEE 107.75
CLASSIFICATION FOR HIRE 15-PASS NON-REG INTRA		VEHICLE BRAND
CUSTOMER ID # OWNER 1 000020387267	CUSTOMER ID # OWNER 2	COUNTY HOKE
FAMIKS TRANSPORT INC		

119 HARVEST LN
RAEFORD NC 28376-6516

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

FAMIKS TRANSPORT INC
License 107.75
MotorCar .00
Prop. Tax 31.30

Appraised Value: \$3,770.00
Appeal Deadline: 04/14/2022
Hoke County Tax Office
910-875-8751

Taxing Unit	Tax Rate	Amount
HOKE CO	0.750000	28.28
PUPPY CREEK FD	0.080000	3.02

TOTAL 139.05

Total Property Tax 31.30
015 02/22/2022 T1C0157
CREDIT AUTH CODE: 066025

108 - INTEGON INDEMNITY CORP
INSURANCE COMPANY AUTHORIZED IN NC

2011165542
POLICY NUMBER



2D8HN44E69R631499

FEB
23 ZK4845

44852920



STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER ZK4858	PLT EXP DATE 02/28/2023	INSPECTION DUE 02/28/2023
VEHICLE ID # 1FTDS3EL1BDB31739	GROSS WT	
MAKE/SERIES FORD	TITLE # 339763190494015	EQUIP #
SHIPPING WEIGHT	STYLE VN	YEAR 2011
	FUEL G	TOTAL FEE 107.75
CLASSIFICATION FOR HIRE 15-PASS NON-REG INTRA		VEHICLE BRAND
CUSTOMER ID # OWNER 1 000020387267	CUSTOMER ID # OWNER 2	COUNTY HOKE

FAMIKS TRANSPORT INC
119 HARVEST LN
RAEFORD NC 28376-6516

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

FAMIKS TRANSPORT INC
License 107.75
MotorCar .00
Prop.Tax 58.02

Appraised Value: \$6,990.00
Appeal Deadline: 04/14/2022
Hoke County Tax Office
910-875-8751

Taxing Unit	Tax Rate	Amount
HOKE CO	0.750000	52.43
PUPPY CREEK FD	0.080000	5.59

TOTAL 165.77

Total Property Tax 58.02
015 02/22/2022 TIC0157
CREDIT AUTH CODE: 066025

IG8 - INTEGON INDEMNITY CORP
INSURANCE COMPANY AUTHORIZED IN NC

2011165542

POLICY NUMBER



1FTDS3EL1BDB31739

FEB
23 ZK4858

44852921



STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER ZK4857	PLT EXP DATE 02/28/2023	INSPECTION DUE 02/28/2023
VEHICLE ID # 1FTDS3EL0BDA85899	GROSS WT	
MAKE/SERIES FORD	TITLE # 339762190495015	EQUIP #
SHIPPING WEIGHT	STYLE VN	YEAR 2011
	FUEL G	TOTAL FEE 107.75
CLASSIFICATION FOR HIRE 15-PASS NON-REG INTRA		VEHICLE BRAND
CUSTOMER ID # OWNER 1 000020387267	CUSTOMER ID # OWNER 2	COUNTY HOKE
FAMIKS TRANSPORT INC		

119 HARVEST LN
RAEFORD NC 28376-6516

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

FAMIKS TRANSPORT INC
License 107.75
MotorCar .00
Prop. Tax 58.02

Appraised Value: \$6,990.00
Appeal Deadline: 04/14/2022
Hoke County Tax Office
910-875-8751

Taxing Unit	Tax Rate	Amount
HOKE CO	0.750000	52.43
PUPPY CREEK FD	0.080000	5.59

TOTAL 165.77

Total Property Tax 58.02
015 02/22/2022 T1C0157
CREDIT AUTH CODE: 066025

I08 - INTEGON INDEMNITY CORP
INSURANCE COMPANY AUTHORIZED IN NC

2011165542

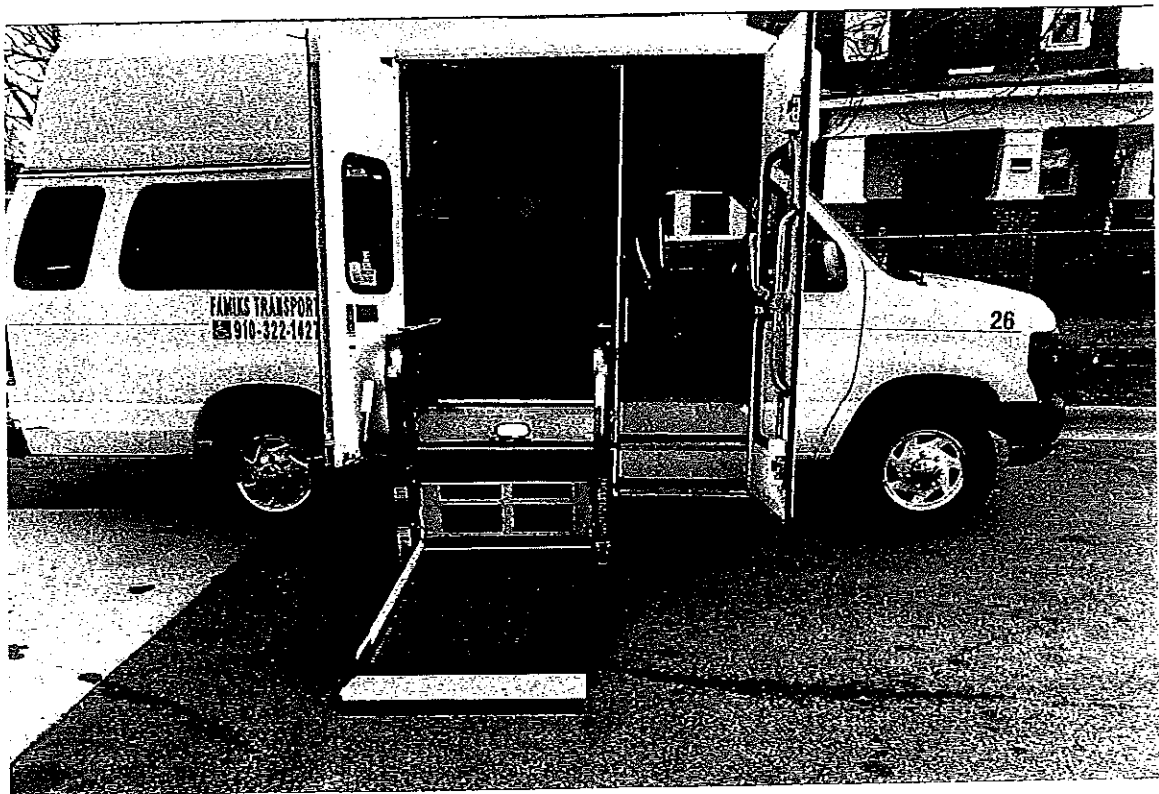
POLICY NUMBER



1FTDS3EL0BDA85899

FEB
23 ZK4857

44852922



STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER ZK8354	PLT EXP DATE 02/28/2023	INSPECTION DUE 02/28/2023
VEHICLE ID # 1FTDS3EL6BDB31736	GROSS WT	
MAKE/SERIES FORD	TITLE # 331313200485015	EQUIP #
SHIPPING WEIGHT	STYLE VN	YEAR 2011
	FUEL G	TOTAL FEE 107.75
CLASSIFICATION FOR HIRE 15-PASS NON-REG INTRA		
CUSTOMER ID # OWNER 1 000020387267	CUSTOMER ID # OWNER 2	COUNTY HOKE

FAMIKS TRANSPORT INC

119 HARVEST LN
RAEFORD NC 28376-6516

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

FAMIKS TRANSPORT INC
License 107.75
MotorCar .00
Prop. Tax 58.02

Appraised Value: \$6,990.00
Appeal Deadline: 04/14/2022
Hoke County Tax Office
910-875-8751

Taxing Unit	Tax Rate	Amount
HOKE CO	0.750000	52.43
PUPPY CREEK FD	0.080000	5.59

TOTAL 165.77

Total Property Tax 58.02
015 02/22/2022 T1C0157
CREDIT AUTH CODE: 066025

108 - INTEGON INDEMNITY CORP

INSURANCE COMPANY AUTHORIZED IN NC

2011165542

POLICY NUMBER



1FTDS3EL6BDB31736

FEB
23 ZK8354

44852924



STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER ZK4856	PLT EXP DATE 02/28/2023	INSPECTION DUE 02/28/2023
VEHICLE ID # 1FTDS3EL5BDA68175	GROSS WT	
MAKE/SERIES FORD	TITLE # 339761190496015	EQUIP #
SHIPPING WEIGHT	STYLE VN	YEAR 2011
	FUEL G	TOTAL FEE 107.75
CLASSIFICATION FOR HIRE 15-PASS NON-REG INTRA		VEHICLE BRAND
CUSTOMER ID # OWNER 1 000020387267	CUSTOMER ID # OWNER 2	COUNTY HOKE

FAMIKS TRANSPORT INC
119 HARVEST LN
RAEFORD NC 28376-6516

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

FAMIKS TRANSPORT INC
License 107.75
MotorCar .00
Prop.Tax 58.02

Appraised Value: \$6,990.00
Appeal Deadline: 04/14/2022
Hoke County Tax Office
910-875-8751

Taxing Unit	Tax Rate	Amount
HOKE CO	0.750000	52.43
PUPPY CREEK FD	0.080000	5.59

TOTAL 165.77

Total Property Tax 58.02
015 02/22/2022 T1C0157
CREDIT AUTH CODE: 066025

108 - INTEGON INDEMNITY CORP
INSURANCE COMPANY AUTHORIZED IN NC

2011165542

POLICY NUMBER



1FTDS3EL5BDA68175

FEB
23 ZK4856

44852923



STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER ZK4854	PLT EXP DATE 02/28/2023	INSPECTION DUE 02/28/2023
VEHICLE ID # WD8PD644X65955438	GROSS WT	
MAKE/SERIES DODG	TITLE # 339759190490015	EQUIP #
SHIPPING WEIGHT	STYLE VN	YEAR 2006
	FUEL D	TOTAL FEE 107.75
CLASSIFICATION FOR HIRE 15-PASS NON-REG INTRA		VEHICLE BRAND
CUSTOMER ID # OWNER 1 000020387267	CUSTOMER ID # OWNER 2	COUNTY HOKE

FAMIKS TRANSPORT INC

119 HARVEST LN
RAEFORD NC 28376-6516

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

FAMIKS TRANSPORT INC
License 107.75
MotorCar .00
Prop.Tax 26.23

Appraised Value: \$3,160.00
Appeal Deadline: 04/14/2022
Hoke County Tax Office
910-875-8751

Taxing Unit	Tax Rate	Amount
HOKE CO	0.750000	23.70
PUPPY CREEK FO	0.080000	2.53

TOTAL 133.98

Total Property Tax 26.23
015 02/22/2022 TIC0157
CREDIT AUTH CODE: 066025

I08 - INTEGON INDEMNITY CORP
INSURANCE COMPANY AUTHORIZED IN NC
2011165542
POLICY NUMBER



WD8PD644X65955438

FEB
23 ZK4854

44852918



STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER ZK4853	PLT EXP DATE 02/28/2023	INSPECTION DUE 02/28/2023
VEHICLE ID # 1FTNE2EW4CDA42877	GROSS WT	
MAKE/SERIES FORD	TITLE # 339758190491015	EQUIP #
SHIPPING WEIGHT	STYLE VN	YEAR 2012
	FUEL G	TOTAL FEE 107.75
CLASSIFICATION FOR HIRE 15-PASS NON-REG INTRA		VEHICLE BRAND SVR
CUSTOMER ID # OWNER 1 000020387267	CUSTOMER ID # OWNER 2	COUNTY HOKE

FAMIKS TRANSPORT INC

119 HARVEST LN
RAEFORD NC 28376-6516

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

FAMIKS TRANSPORT INC
License 107.75
MotorCar .00
Prop.Tax 56.27

Appraised Value: \$6,780.00
Appeal Deadline: 04/14/2022
Hoke County Tax Office
910-875-8751

Taxing Unit	Tax Rate	Amount
HOKE CO	0.750000	50.85
PUPPY CREEK FD	0.080000	5.42

TOTAL 164.02

Total Property Tax 56.27
015 02/22/2022 T1C0157
CREDIT AUTH CODE: 066025

I08 - INTEGON INDEMNITY CORP
INSURANCE COMPANY AUTHORIZED IN NC

2011165542

POLICY NUMBER



1FTNE2EW4CDA42877

FEB
23 ZK4853

44852925



STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER ZK8353	PLT EXP DATE 02/28/2023	INSPECTION DUE 02/28/2023
VEHICLE ID # 1FTNS2EW3DDA11663	GROSS WT	
MAKE/SERIES FORD	TITLE # 331309200481015	EQUIP #
SHIPPING WEIGHT	STYLE VN	YEAR 2013
	FUEL G	TOTAL FEE 107.75
CLASSIFICATION FOR HIRE 15-PASS NON-REG INTRA	VEHICLE BRAND SVR	
CUSTOMER ID # OWNER 1 000020387267	CUSTOMER ID # OWNER 2	COUNTY HOKE
FAMIKS TRANSPORT INC		

119 HARVEST LN
RAEFORD NC 28376-6516

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

FAMIKS TRANSPORT INC
License 107.75
MotorCar .00
Prop.Tax 59.10

Appraised Value: \$7,120.00
Appeal Deadline: 04/14/2022
Hoke County Tax Office
910-875-8751

Taxing Unit	Tax Rate	Amount
HOKE CO	0.750000	53.40
PUPPY CREEK FD	0.080000	5.70

TOTAL 166.85

Total Property Tax 59.10
015 02/22/2022 T1C0157
CREDIT AUTH CODE: 066025

108 - INTEGON INDEMNITY CORP
INSURANCE COMPANY AUTHORIZED IN NC
2011165542
POLICY NUMBER



1FTNS2EW3DDA11663

FEB
23 ZK8353

44852926



STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER ZL4076	PLT EXP DATE 01/31/2023	INSPECTION DUE 01/31/2023
VEHICLE ID # 1FDEE3FL3GDC30687	GROSS WT 12,000	
MAKE/SERIES FORD	TITLE # 776489210226015	EQUIP #
SHIPPING WEIGHT	STYLE BU	YEAR 2016
	FUEL G	TOTAL FEE 250.25
CLASSIFICATION FOR HIRE BUS NON-REG INTRA		VEHICLE BRAND
CUSTOMER ID # OWNER 1 000020387267	CUSTOMER ID # OWNER 2	COUNTY HOKE
FAMIKS TRANSPORT INC		

119 HARVEST LN
RAEFORD NC 28376-6516

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

FAMIKS TRANSPORT INC
License 250.25
MotorCar .00
Reg. Int 12.51
Prop. Tax 79.18
PTax. Int 3.96
Late fee 15.00

Appraised Value: \$9,540.00
Appeal Deadline: 03/17/2022
Hoke County Tax Office
910-875-8751

Taxing Unit	Tax Rate	Amount
HOKE CO	0.750000	71.55
PUPPY CREEK FD	0.080000	7.63

TOTAL 360.90

Total Property Tax 79.18
015 02/22/2022 T1C0157
CREDIT AUTH CODE: 066025

I08 - INTEGON INDEMNITY CORP
INSURANCE COMPANY AUTHORIZED IN NC

2011165542

POLICY NUMBER



1FDEE3FL3GDC30687

JAN
23 ZL4076

44852927

002

SERVICE REFERENCES

SERVICE REFERENCES

Service Reference #2

Firm name: Fayetteville Area Transit System (FAST)
Street: 505 Franklin Street
City, State, Zip Code Fayetteville, NC 28301
Contact Person: Douglas Flemmings Telephone Number: 910-433-1747
Length of Service: from January 1, 2022 to Present

Service Reference #3

Firm name: Haymount Rehab & Nursing Center
Street: 2346 Barrington Circle
City, State, Zip Code Fayetteville, NC 28303
Contact Person: Robert Carson Telephone Number: 910-689-0150
Length of Service: from Novemner 2018 to Present

Service Reference #4

Firm name: Woodlands Nursing and Rehabilitation Center
Street: 400 Pelt Drive
City, State, Zip Code Fayetteville, NC 28301
Contact Person: Talisha Locklear Telephone Number: 910-867-4960
Length of Service: from December 2018 to Present

MAINTENANCE PROGRAM

MAINTENANCE PROGRAM

1. **Preventive Maintenance Policy:** Preventive maintenance is a term used to describe the performance of regularly scheduled maintenance procedures of contracted vehicles to prevent the possibility of malfunctions.

It is the policy of Famiks Transport, Inc. to maintain all vehicles and wheelchair lifts in the best possible operational condition. All vehicles display metallic decals on each side of the vehicle, which displays Famiks Transport, Inc.'s name and phone number. All vehicles and wheelchair lifts have a preventative maintenance service and inspection at established intervals.

All of our maintenance repair work is outsourced to the following: 1) Davis Lift Truck Service, Fayetteville, NC 28306; 2) Mid-South Transmission Service, 6001 Bragg Boulevard, Fayetteville, NC 28303; 3) Pep Boys, 1924 Skibo Road, Fayetteville; and Steve's Auto Service, 427 Gillespie Street, Fayetteville, NC 28301.

2. **Preventive Maintenance Standards/Plan:** All vehicles, wheelchair lifts and associated equipment, system owned or operating under contract with the system, is placed on a comprehensive preventive maintenance program/plan for the purpose of increasing safety and reducing operational costs: The plan consists of the following:

- Making preventive maintenance arrangements;
- Conducting Pre/Post-Trip Inspections;
- Reporting common problems;
- Utilizing manufacturers Preventive Maintenance Guidelines Manual; and
- Keeping all maintenance records for five (5) years after disposition.

NOTE: *The Preventive Maintenance Plan has been developed for the purpose of safety, reliability, and vehicle use longevity. The guidelines are not designed to interfere with or violate the manufacturer's Warranty Maintenance Schedule.*

3. **Daily Inspections:** Pre/Post-trip inspections are crucial to the success of the Community Transportation Preventative Maintenance Program and Famiks Transport, Inc. Each driver will inspect his or her vehicle daily prior to moving the vehicle by completing the Pre-Trip Vehicle Inspection Form. The completed checklist must be submitted to Ebou Sankareh at the end of the driver's shift so that necessary maintenance can be noted and scheduled accordingly. At the end of each driver's assigned shift, the driver must also complete a Post-Trip Inspection Sheet, found on the back of the Pre-Trip Inspection Sheet. Drivers must sign each Pre-trip and Post-trip inspection sheets daily, schedule any required or necessary maintenance, and sign off on each sheet. All drivers are to clean their vehicles inside and out on a daily basis.

4. **Preventive Maintenance Records:** Famiks Transport, Inc. retains all records pertaining to maintenance, service, warranty, and other documents as required for vehicles and wheelchair lifts. The records are maintained for at least five (5) years.

Maintenance records include the following documents:

- Vehicle identity;
- Vehicle and wheelchair lift completed maintenance and inspection dates;
- Mileage;
- Maintenance contractors' names and addresses;
- Vehicle Accident/Incident Reports;
- Reporting and evaluating maintenance systems; and
- Completion of driver's daily Pre/Post-Trip Inspection Checklists.

The following documents are completed and kept on file at the Community Transportation Program Office:

- Documentation notifying NCDOT of a fatal accident by the close of business or the end of the working day;
- Documentation notifying NCDOT within 24 hours of a fatal death that occurs within 30 days as a result of an accident; and
- Documents that report to NCDOT within 48 hours all accidents/incidents.

DRIVER STANDARDS

DRIVER STANDARDS

1. **Job Descriptions:** Famiks Transport, Inc. maintains job descriptions on each employee. When duties and responsibilities are changed, the job description will be updated. A copy of the job description is given to the employee and a copy is placed in their file. Famiks Transport, Inc. uses flyers and word of mouth to recruit drivers.
2. **Driving and Criminal Background Check:** A driving and criminal background check is conducted on each potential employee.
3. **Initial Hire Procedures and Minimum Qualifications for Drivers:** In an effort to ensure that the most competent and safe drivers are employed by the Cumberland County Community Transportation Program and Famiks, the following eligibility requirements must be met by each prospective/current employee seeking/holding a position as a driver of a transit vehicle:
 - **Application:** Each potential employee shall complete a written application and complete a physical examination.
 - **Interviews:** Ebou Sankareh will interview each potential employee.
 - **Physical Requirements:** Each applicant must meet the requirements defined in 49 CFR Part 391.41 of the Federal Motor Carrier Safety Regulations. In addition to the following requirements:
 - **Eyesight**—Drivers must have vision in both eyes, normal depth perception, normal peripheral vision and be free of any disease or condition that could impair vision. Drivers must have 20/40 vision in each eye with or without corrections, and 70 degrees or better horizontal vision. Drivers must be able to distinguish between green, red, and yellow.
 - **Hearing**—Drivers shall have adequate hearing to assure safe response to vehicle horns, emergency vehicle sirens, and train signals.
 - **Physical Ability**—Must have the physical strength to assist wheelchair passengers and other ADA passengers when loading and unloading the vehicle.
 - **Age:** Drivers shall be at least twenty-one (21) years of age.
 - **Knowledge of English:** Drivers shall be able to read, write and speak the English language.
 - **Driver Requirements:** Drivers transporting people shall hold a valid NC Driver's License or Commercial Driver's License as appropriate. In order to be considered for employment all potential employees must provide a printout of the Bureau of Motor Vehicle (DMV) report issued within the past ten (10) days. **In no case will an individual be given a road test, placed in training or allowed to operate an agency vehicle without a DMV check that is in compliance with this policy and has been approved by the**

Cumberland County Community Transportation Administrative Program Officer II.

The criteria include the following:

- Good driving record with no Driving While Intoxicated (DWI), Driving Under the Influence (DUI) or similar charges, reckless driving, railroad crossing violations or leaving the scene of an accident offenses.
 - No moving violations or at-fault accidents within the last three years.
 - No suspended or revoked licenses within the past five (5) years for moving violations or violations of criminal laws.
 - Any combination of violations, unfavorable road observations or accidents that indicates a pattern of unsafe vehicle operation behavior, whether on or off the job.
 - Minimum of three (3) years driving experience.
 - Ability to perform simple math.
 - Reasonable knowledge of the service area and ability to read basic maps.
 - A road test given by the owner of the contracted transportation company is required.
 - **Operating Skills:** Drivers shall have experience in safely driving some type of motor vehicle (including a private automobile) for no less than three (3) years, including experience throughout the four seasons.
 - **Criminal Record Checks:** An original criminal records check, issued within the past 10 days, shall be obtained as part of the application process. Person with felony convictions of any sort are unacceptable. Other unacceptable convictions include crimes of violence, drug usage or sales, physical abuse, fraud or theft. A pattern of unlawful behavior shall also disqualify an applicant.
4. **Procedures for Selecting a Safe Driver:** When hiring vehicle operators, be sure to have the driver candidate undergo the following:
- A pre-employment driving test
 - A pre-employment physical exam
 - A background investigation (five years)
 - Submission of driving record
 - Pre-employment drug testing
 - Basic training in driver skills
 - Defensive driving skills training
 - ADA Requirement Training
 - Emergency Procedure Training (Evacuating)
 - Illegal Drug Use

All employee records are monitored on a monthly basis and filed highlighting the current employment status, licenses, certifications, and other important qualifications in a confidential manner.

All of the drivers are trained in CPR and First Aid Certified in the State of North Carolina by the American Red Cross. Famiks' training is conducted by Ebou Sankareh in which the drivers are taught how to handle wheelchair clients/lifts, basic traffic codes and vehicle safety. Also, the Administrative Program Officer II, Ifetayo Farrakhan, hands out training manuals such as First Aid, Drug and Alcohol, OSHA Blood-borne Pathogens, ADA Equipment Training and Safety, and ADA Sensitive Training and Defensive Driving Training.

All drivers must undergo urinalysis drug testing before employment can be offered. Employees undergo urinalysis drug testing every three months after being employed. Also random drug testing is conducted monthly by Ifetayo Farrakhan, Administrative Program Officer II.

SERVICE DESCRIPTION

SERVICE DESCRIPTION

Famiks will do everything possible to ensure that proper assistance is given to all of our clients, especially the elderly and disabled, regardless of their race, age, and gender. The company provides transportation services utilizing a cellular monitoring dispatch system to help with timely pick-up and quality customer care. Client information will be not released to any party without the authorization (written) of the Community Transportation Program or the individual.

The drivers are often the first contact our customers see and as such, Famiks realizes the importance of first impressions and customer care. The company's customer-oriented philosophy and its commitment to service are reflected in the careful selection of drivers and the comprehensive training program. Customers can expect the following high standards when they travel with Famiks:

- Clean and tidy vehicles;
- Friendly and polite drivers;
- Careful and safe driving; and
- Most practical route taken

We will make special concessions concerning dialysis clients for dialysis treatments and will make necessary arrangements to see that those clients arrive at their appointments on time regardless of the normal service hours. We will not end our transportation services until all client trips have been completed.

Schedules for services can be faxed 24 hours prior to pick-up to 910-229-2823. In case of an emergency pick-up, Ebou Sankareh (Operations Manager) must be notified at 910-322-1427 and a reasonable amount of time must be given. However, Famiks will accommodate any schedule. Famiks does not collect donations or fares or solicit tips or gifts of any kind from clients.

Famiks' future services are to implement a unique Global Positioning System (GPS) that pinpoints the nearing driver, thus, allowing the driver to give an accurate estimated time of arrival and to purchase new vehicles.

IMPLEMENTATION AND MANAGEMENT PLAN

IMPLEMENTATION AND MANAGEMENT PLAN

STRATEGY AND TIMELINE IMPLEMENTATION

Famiks has several strategies to make their operations and service delivery move more efficiently and effectively, which are:

- Implementation of tracking devices in all vehicles, as requested; and
- Purchase new vehicles.

MANAGEMENT PLAN

Famiks Transport, Incorporated is owned by Ebou Sankareh. He makes all decisions affecting the business as well as holding the responsibility for the consequences of these decisions. Mr. Sankareh has taken out adequate insurance coverage to satisfy any managerial succession concerns in the event of an unexpected absence of duties.

The strength of Famiks' management team stems from their experience in transportation and business services. The management team believes that this company can be more efficient and productive by maintaining good basic principles of communication, leadership skills, time management skills and balance of economic strategies. They are vested with the utilization of effective listening skills in an effort to achieve a greater awareness and understanding of the needs of their employees and customers as well as the problem areas that are inherent in the business. Their point of focus is to instill the team player's mentality work ethic in each and every employee, regardless of their position with the company. Management, in its sensitivity, understands the importance of each individual's contribution to the success of Famiks as a viable entity in the transportation industry. They espouse the understanding that team building is the 'ultimate solution' to problems and the avenue to rapid growth potential.

Famiks depends on an organized division of responsibilities in order to run an efficient, diversified company. Main decisions and responsibilities will be conducted by the CEO/President, Mr. Ebou Sankareh. All repairs and maintenance of vehicles are outsourced.

The management team is composed of the following:

CEO/PRESIDENT

Ebou Sankareh: Owner, Famiks Transport Company, Incorporated. Over 20 years of transport services experience.

MANAGERIAL RESOURCE TEAM

- **Banking Services—** Wells Fargo Financial
204 Westwood Shopping Center
Fayetteville, NC 28314
910-868-8081

- **Accounting Services—** Jacob O. Balogun, Ph.D., JD, LL.M, CBA, CFE
5617 Ramsey Street, Suite 102
Fayetteville, NC 28311
910-822-1451

- **Insurance Services—** Ella Latreille
2005 N. Pointe Drive, Suite 3
Durham, NC 27705
919-479-2077

Mr. Sankareh is available for any business, administrative or operational matters that may arise. Additional resources may be added based upon the need at the time.

SAFETY POLICY AND EMERGENCY PROCEDURES

SAFETY POLICY AND EMERGENCY PROCEDURES

It is the policy of Famiks Transport, Inc. to provide a safe and healthful work environment for employees at every level through the awareness and the prevention of occupational injuries and illnesses and to comply and cooperate full with all laws and statutes of the public authorities relating to safety regulations and standards.

Famiks Transport, Inc. is also committed to providing a workplace that is free from acts or threats of violence. In keeping with this commitment, Famiks Transport, Inc. has established a policy that provides "zero tolerance" for actual or threatened violence against co-workers, visitors, clients, or other person who have contact with employees in the course of their duties. Security and safety in the workplace is every employee's responsibility. It is therefore essential that every employee understand the importance of workplace safety and security.

Objectives:

The objectives of Famiks Transport, Inc. are to reduce work related injuries and illnesses and to promote safety and health in every task undertaken by employees on behalf of the company. Our safety policy will ensure:

- Routine safety and health inspections to identify and eliminate unsafe working conditions or practices and control health hazards;
- Safety and health training for all new and existing personnel;
- To have provisions for mechanical and physical safeguards to the maximum extent possible; and
- To have provisions for a thorough and prompt investigation of every accident to determine its cause, correct the problem, and reduce the likelihood of it happening again.

Goals:

Famiks Transport, Inc. utilizes and upholds the following goals:

- Instilling a safety attitude and a safe work place/customer service environment;
- Establishing a commitment to safety;
- Developing and maintaining a comprehensive, structured safety program;
- Developing and maintaining safety standards and procedures;
- Providing formalized safety training;
- Reducing accident and injury rates;
- Selecting equipment that promotes and enhances safety;
- Safeguarding hazards;
- Making necessary changes in the system to uphold safety;

- Establishing an incentive/award program that rewards safe employee practices;
- Increasing employee safety awareness;
- Applying new research and development in safety efforts;
- Meet NCDOT/PTD minimum training standard;
- Create a proactive transit safety culture that supports employee safety and safe system operation through motivated compliance with agency rules and procedures and the appropriate use and operation of equipment.

A Safety Philosophy is part of the North Carolina Department of Transportation's (NCDOT) mission. North Carolina public transit systems can uphold this mission by acknowledging and implementing the NCDOT safety philosophy statements shown below:

- All accidents and injuries can be prevented.
- Management/supervisors are responsible, and will be held accountable, for preventing injuries and occupational illnesses.
- Occupational safety and health is part of every employee's total job performance.
- Working safely is a condition of employment.
- All workplace hazards can be safeguarded.
- Training employees to work safely is essential and is the responsibility of management/supervision.
- Preventing person injuries and accidents is good business.

Emergency Procedures: In case of an accident or medical emergency, the following procedures will be used:

- Stop immediately and shut down vehicle (set parking brakes and turn on four-way flashers);
- Ask the passengers if they are okay;
- Have dispatch notify police/fire/ambulance. If necessary, direct a passerby or notify the proper authorities. If in doubt, call 911. Be sure to indicate if there are injured people at the emergency scene. **Do not leave the scene except in an extreme emergency;**
- Have dispatch report the incident through the hotline number which is 910-322-1427;
- As soon as possible, but within ten minutes, place emergency reflective triangles;
- Do not move MV vehicles (unless there is a fire or spillage that may spread) until authorities arrive;

- Calm down. Try to detach yourself from what has happened so you can be as objective and unemotional as possible. Don't smoke and caution others to not smoke; as there may be fumes that could cause an explosion or fire;
- Keep occupants in vehicles;
- Fill out incident packet kit reports, hand out witness cards and take out camera;
- Take pictures of damage and the scene from multiple angles if a MB supervisor does not arrive within 10 minutes. Take pictures as soon as possible;
- Talk only to the police officer (s) or MV officials regarding the incident and don't admit fault to the police;
- Don't leave scene until authorized to do so; and
- Do not touch blood or any other bodily fluid during or following an incident. If you are trained to administer first aid, gloves and other barriers are located with the first aid equipment. If you think that you have been exposed to bodily fluid, notify Ebou Sankareh immediately. Following an accident, Famiks' drivers must undergo urinalysis drug testing. No driver will leave an accident without the presence of the police, first aid and all

The driver should always be sent for drug and alcohol testing immediately where injuries are a result of an accident or incident. Famiks will contact the Community Transportation Program Administrative Program Officer II within 24 hours of such an event. A standard completed written accident report to include a copy of the police report (if applicable) will be submitted to the Administrative Program Officer II within 48 hours.

In the event of a fire or upon discovering a fire, alert others immediate danger and initiate evacuation. Do not attempt to fight any fire which is uncontained, too hot, too smokey, or if you too frightened.

To use a fire extinguisher, remember PASS:

- P = Pull (the safety pin)
- A = Aim (at the base of the fire)
- S = Squeeze (the lever)
- S = Sweep (side to side)

If you use a fire extinguisher, remember:

- Stay low;
- Keep yourself between the fire and an exit;
- Do not turn your back on a fire; and
- Immediately report the use to your supervisor.

Do not touch blood or any other bodily fluid during or following an incident. If you are trained to administer first aid, gloves and other barriers are located in the first aid equipment. If you think that you have been exposed to bodily fluid, notify your supervisor immediately.

MANAGER'S RESUME`

EBOU SANKAREH

119 Harvest Lane
Raeford, NC 28376

Phone: 910-322-1427
Email: ebousankareh@hotmail.com

OBJECTIVE

To be able to use my knowledge, experience, and qualifications for the complete satisfaction of the firm.

SKILLS

Cognizant and experienced in cost management, computer compositions, and work supervision. A people person (Team Builder).

EXPERIENCE

- 1995—Present** Famiks Transport, Inc., Fayetteville, NC
Independent Transport Contractor (Owner)
- Transport customers and packages Statewide.
 - Responsible for the entire operation.
 - Transport wheelchair bound and Jerry chair clients.
 - Coordinates all schedules.
- 1997—1998** Textfi Industries, Fayetteville, NC
Supervisor, Inspection Department
- Supervised 14 people in the inspection Department.
 - Responsible for the quality of fabrics sent to customers.
 - Established work methods, work measurements and control.
- 1995—1997** Textfi Industries, Fayetteville, NC
Supervisor, Sample Department
- Responsible for the entire operations of the department.
 - Managed Sample Warehouse, Employee Selection and Training.
 - Sent samples to customers.
 - Involved in scheduling hours, mailing and tracking back orders.
 - Briefed top management on the progress of the department.
- 1992—1995** Textfi Industries, Fayetteville, NC
Loom Technician
- Performed preventive maintenance, checked, cleaned and repaired looms.
 - Maintained logs on all looms.
-

EDUCATION

- 1992—1994** **Fayetteville State University, *B..S Business Administration***
Fayetteville, NC
- 1990—1992** **Nash Community College, *A.A.S. Business Administration,***
Marketing, and Retailing
Rocky Mount, NC

REFERENCES AVAILABLE UPON REQUEST

**WRITTEN DRIVING RECORDS
FROM NC DMV (ALL DRIVERS)**

**NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDLSD/DRIVING RECORD CHECK**

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: BROWN JULIAN RUSSELL

ADDRESS: 4109 GLENRIDGE RD

CITY: FAYETTEVILLE **STATE:** NC **ZIP:** 283045233 **TOTAL POINTS:** 0

DOB: 07-01-1970 **HEIGHT:** 5 FT. 07 IN. **SEX:** M **EYES:** BRO **HAIR:** BLK **RACE:** B **REAL ID:** N

PRIMARY LICENSE NO: 3553266

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 12-02-1986 **OS DL NO:** OS **STATE:**

*** DRIVER LICENSE STATUS:CDL A ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
A		D	11-10-2021	07-01-2022	Y	N	N	N	N	ACTIVE

ENDORSEMENTS: **RESTRICTIONS:** 1 - CORRECTIVE LENSES

CRD TRNS: 0031183416

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
A		R	07-24-2017	07-01-2022	Y	N	N	N	N	INACTIVE CDL

ENDORSEMENTS: **RESTRICTIONS:** K - NC INTRASTATE ONLY - CDL
1 - CORRECTIVE LENSES

CRD TRNS: 0019675420

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
A		D	02-04-2016	07-01-2017	Y	N	N	N	N	EXPIRED

ENDORSEMENTS: **RESTRICTIONS:** K - NC INTRASTATE ONLY - CDL
1 - CORRECTIVE LENSES

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
		MED CERTIFICATION STATUS : EXEMPT	
		MED CERTIFICATION DRV TYPE : EXCEPTED INTERSTATE	
		MED CERTIFICATION RESTRICTIONS : NONE	
		END MEDICAL CERTIFICATION INFORMATION	
07-24-2017	07-01-2022	REN ISS: CLS A CDL EN: RSTR:K NC INTRASTATE ONLY - CDL RSTR:1 CORRECTIVE LENSES	
04-19-2017	07-28-2017	CONV: (202)IMPROPER EQUIPMENT - SPEEDOMETERCMV COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2017CR 708752 CITATION ID: 00G05321	
06-27-2016	09-14-2016	CONV: (202)IMPROPER EQUIPMENT - SPEEDOMETER COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2016CR 714705 CITATION ID: 0187009F	
02-04-2016	07-01-2017	DUP ISS: CLS A CDL EN: RSTR:K NC INTRASTATE ONLY - CDL RSTR:1 CORRECTIVE LENSES	
10-09-2015		ACDNT: CUMBERLAND COUNTY, NC PERS INJ ACDNT: CASE ID:104527838	
3-12-2013	07-01-2017	DUP ISS: CLS A CDL EN: RSTR:1 CORRECTIVE LENSES	
08-31-2012	01-18-2013	CONV: (202)IMPROPER EQUIPMENT - SPEEDOMETER COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2012CR 725310 CITATION ID: 0F842506	

02-18-2010		ACDNT: ROBESON COUNTY, NC	CMV	
		ACDNT: CASE ID:102817095		
07-17-2009	07-01-2017	ORG ISS: CLS A CDL	EN:	
			RSTR:1	CORRECTIVE LENSES
07-20-2009	08-19-2009	ORG ISS: CLS A CDL	PRMT EN:	
			RSTR:1	CORRECTIVE LENSES
			RSTR:10	ACCOMPANIED BY DRIVER LICENSED
09-08-2008	07-01-2010	DUP ISS: CLS C	EN:	
			RSTR:1	CORRECTIVE LENSES
06-09-2005	07-01-2010	REN ISS: CLS C	EN:	
			RSTR:1	CORRECTIVE LENSES
02-03-2002	03-21-2002	CONV: (313)SPEEDING (54 MPH IN A 35)		2
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 02CR 003744	CITATION ID: C2216827	
12-28-2000	02-06-2001	CONV: (313)SPEEDING (68 MPH IN A 55)		3
		COURT: HARNETT COUNTY COURT, NC		
		COURT: AOC #: 01IF 000069	CITATION ID: 00386765	
10-26-2000	07-01-2005	ORG ISS: CLS C	EN:	
			RSTR:0	NONE
03-15-1995	07-01-1998	DUP ISS: CLS C	EN:	
			RSTR:1	CORRECTIVE LENSES
07-05-1994	07-01-1998	REN ISS: CLS C	EN:	
			RSTR:1	CORRECTIVE LENSES
06-03-1993	06-24-1993	CONV: (308)RUNNING RED LIGHT		3
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 000003553266-UNK	CITATION ID: C4525426	
01-29-1993	03-08-1993	CONV: (313)SPEEDING (52 MPH IN A 35)		2
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 000003553266-UNK	CITATION ID: C4307850	
07-05-1990	07-01-1994	REN ISS: CLS C	EN:	
			RSTR:1	CORRECTIVE LENSES
03-30-1989	04-11-1989	CONV: (313)SPEEDING (51 MPH IN A 40)		2
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 000003553266-UNK	CITATION ID: C1681384	
12-02-1986	07-01-1990	ORG ISS: CLS C	EN:	
			RSTR:1	CORRECTIVE LENSES
03-27-1986	09-27-1987	ORG ISS: CLS C	PRMT EN:	
			RSTR:1	CORRECTIVE LENSES
			RSTR:11	FLEET VEHICLES ONLY

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

ACCIDENTS

NO ACCIDENT DATA TO REPORT

ACCIDENTS NOTED ON THIS DOCUMENT SHALL NOT BE
CONSIDERED DETERMINATIVE OF FAULT OR NEGLIGENCE
ON THE PART OF THE INDIVIDUAL

**

* * END OF DRIVING RECORD * *

**NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDLSD/DRIVING RECORD CHECK**

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: PEREIRA MICHAEL

ADDRESS: 208 OLD GATE RD

CITY: FAYETTEVILLE **STATE:** NC **ZIP:** 283141421 **TOTAL POINTS:** 0

DOB: 06-17-1959 **HEIGHT:** 5 FT. 09 IN. **SEX:** M **EYES:** BRO **HAIR:** GRY **RACE:** A **REAL ID:** Y

PRIMARY LICENSE NO: 32886667

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 02-07-2014 **OS DL NO:** 554017599 **OS STATE:** NY

*** DRIVER LICENSE STATUS:CDL A INACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
A		D	08-19-2020	06-17-2023	Y	Y	N	N	N	DISQUALIFIED

ENDORSEMENTS: **RESTRICTIONS:** 1 - CORRECTIVE LENSES

CRD TRNS: 0028049481

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
A		R	05-31-2019	02-25-2023	Y	Y	N	N	N	DISQUALIFIED

ENDORSEMENTS: **RESTRICTIONS:** 1 - CORRECTIVE LENSES
*9 - LGPR EXPR:02/25/2023

CRD TRNS: 0024848166

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
A		D	12-14-2016	06-17-2019	Y	Y	N	N	N	DISQUALIFIED

ENDORSEMENTS: **RESTRICTIONS:** 1 - CORRECTIVE LENSES
*9 - LGPR EXPR:02/25/2023

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
10-18-2021	INDEF	SCHBUS: NOT ELIG FOR SCHOOL BUS DRIVER CERTIFICATION MED CERTIFICATION STATUS : NOT CERTIFIED MED CERTIFICATION DRV TYPE : NON-EXCEPTED INTERSTATE MED CERTIFICATE ISSUED : 08-18-20 EXPIRES : 08-18-21 MED CERTIFICATION RESTRICTIONS : CORRECTIVE LENSES ME NAME : CLANCY,KERRY ME STATE : NC ME LICENSE : 102790 ME SPECIALITY : PA ME TEL NUMBER : 910-483-4647 ME NATIONAL REGISTRY NUMBER: 6850887769 END MEDICAL CERTIFICATION INFORMATION DISQ: CDL MEDICAL CERTIFICATION LAPSE STATUTE: FED REG 49 CFR 383.7	
05-31-2019	02-25-2023	REN ISS: CLS A CDL EN: RSTR:1 CORRECTIVE LENSES RSTR:*9 LGPR EXPR:02/25/2023	
03-04-2017	03-28-2017	CONV: (202)IMPROPER EQUIPMENT - SPEEDOMETER COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2017CR 705038 CITATION ID: 0G728232	
12-14-2016	06-17-2019	DUP ISS: CLS A CDL EN: RSTR:1 CORRECTIVE LENSES RSTR:*9 LGPR EXPR:02/25/2023	
05-05-2014	06-17-2019	ORG ISS: CLS A CDL EN:	

03-26-2014 09-22-2014 ORG ISS: CLS A CDL PRMT EN:
RSTR:1 CORRECTIVE LENSES
RSTR:*9 LGPR EXPR:02/25/2023
02-07-2014 06-17-2022 ORG ISS: CLS C
EN:
RSTR:1 CORRECTIVE LENSES
RSTR:*9 LGPR EXPR:02/25/2023

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

ACCIDENTS

NO ACCIDENT DATA TO REPORT

**

* * END OF DRIVING RECORD * *

**NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDLSD/DRIVING RECORD CHECK**

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: MCDUFFIE TABITHA FORTE

ADDRESS: 6446 ALLIANCE ST

CITY: HOPE MILLS **STATE:** NC **ZIP:** 283487802 **TOTAL POINTS:** 0

DOB: 03-09-1967 **HEIGHT:** 5 FT. 03 IN. **SEX:** F **EYES:** BRO **HAIR:** BLK **RACE:** B **REAL ID:** N

PRIMARY LICENSE NO: 6198997

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 05-13-1983 **OS DL NO:** OS **STATE:**

*** DRIVER LICENSE STATUS:CLS C ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
C		D	06-02-2020	03-09-2023	N	N	N	N	N	ACTIVE
ENDORSEMENTS:			RESTRICTIONS: 0 - NONE							

CRD TRNS: 0027577769

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
C		D	07-23-2019	03-09-2023	N	N	N	N	N	INACTIVE
ENDORSEMENTS:			RESTRICTIONS: 0 - NONE							

CRD TRNS: 0025312183

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
		D	05-13-2016	03-09-2023	N	N	N	N	N	INACTIVE
ENDORSEMENTS:			RESTRICTIONS: 0 - NONE							

CRD TRNS: 0016283813

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
02-18-2022		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:106917309	
07-23-2019	03-09-2023	DUP ISS: CLS C EN: RSTR:0 NONE	
05-13-2016	03-09-2023	DUP ISS: CLS C EN: RSTR:0 NONE	
03-16-2015	05-27-2015	CONV: (202)IMPROPER EQUIPMENT - SPEEDOMETER COURT: HARNETT COUNTY COURT, NC COURT: AOC #: 2015CR 702646 CITATION ID: 04453F79	
03-13-2015	03-09-2023	REN ISS: CLS C EN: RSTR:0 NONE	
10-07-2011		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:103270911	PERS INJ
03-03-2011	05-11-2011	CONV: (202)IMPROPER EQUIPMENT - SPEEDOMETER COURT: HOKE COUNTY COURT, NC COURT: AOC #: 2011CR 000364 CITATION ID: C1102872	
03-01-2011	03-09-2015	DUP ISS: CLS C EN: RSTR:0 NONE	
1-06-2009		ACDNT: ROBESON COUNTY, NC ACDNT: CASE ID:102722105	PERS INJ
09-18-2009		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:102677321	
08-07-2007	03-09-2015	DUP ISS: CLS C EN: RSTR:0 NONE	

03-06-2007	03-09-2015	REN ISS: CLS C	EN:	
			RSTR:0	NONE
08-07-2006	03-09-2007	DUP ISS: CLS C	EN:	
			RSTR:0	NONE
3-30-2006	08-16-2006	CONV: (239)EXCEED SAFE SPEED		2
		COURT: ORANGE COUNTY COURT, NC		
		COURT: AOC #: 2006CR 004523		CITATION ID: 04038134
03-18-2002	03-09-2007	DUP ISS: CLS C	EN:	
			RSTR:0	NONE
11-30-2001	03-09-2007	REN ISS: CLS C	EN:	
			RSTR:0	NONE
07-12-2001	03-09-2002	DUP ISS: CLS C	EN:	
			RSTR:0	NONE
09-13-2000	03-09-2002	DUP ISS: CLS C	EN:	
			RSTR:0	NONE
03-11-1998	03-09-2002	DUP ISS: CLS C	EN:	
			RSTR:0	NONE
10-03-1996	03-09-2002	ORG ISS: CLS C	EN:	
			RSTR:0	NONE
08-14-1996	03-09-2002	ORG ISS: ID	EN:	
05-11-1995	05-20-1996	SUSP: FAILURE TO APPEAR		
		STATUTE: 20-24.1		
09-11-1994	12-07-1994	CONV: (634)FAIL TO APPEAR		
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 94IF 024293		CITATION ID: C5393540
04-29-1995	08-24-1995	CONV: (313)SPEEDING (65 MPH IN A 55)		3
		COURT: HARNETT COUNTY COURT, NC		
		COURT: AOC #: 95CR 004966		CITATION ID: 06221669
09-11-1994	05-20-1996	CONV: (313)SPEEDING (55 MPH IN A 40)		2
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 94IF 024293		CITATION ID: C5393540
06-05-1992	03-09-1996	DUP ISS: CLS B CDL	EN:	
02-14-1992	03-09-1996	ORG ISS: CLS B CDL	EN:	
			RSTR:S	SCHOOL BUS ONLY
04-10-1991	03-09-1995	REN ISS: CLS C	EN:	
02-06-1991	04-15-1991	CONV: (313)SPEEDING (68 MPH IN A 55)		3
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 000006198997-UNK		CITATION ID: 02737873
11-02-1988	03-09-1991	DUP ISS: CLS C	EN:	
07-10-1988	10-04-1988	CONV: (401)DRIVING WRONG SIDE OF ROAD		4
		COURT: WAKE COUNTY COURT, NC		
		COURT: AOC #: 000006198997-UNK		CITATION ID: 01088592
07-10-1988		ACDNT: WAKE COUNTY, NC		
		ACDNT: CASE ID:000099746		
07-10-1988	10-04-1988	CONV: (210)DRIVING TOO FAST FOR CONDITIONS		
		COURT: WAKE COUNTY COURT, NC		
		COURT: AOC #: 000006198997-UNK		CITATION ID: 01088592
08-19-1987	03-09-1991	REN ISS: CLS C	EN:	
10-12-1986	11-05-1986	CONV: (313)SPEEDING (65 MPH IN A 55)		3
		COURT: GUILFORD COUNTY COURT, NC		
		COURT: AOC #: 000006198997-UNK		CITATION ID: 00206610
05-13-1983	03-09-1987	ORG ISS: CLS C	EN:	
07-19-1982	03-09-1983	ORG ISS: CLS C	PRMT EN:	
			RSTR:11	FLEET VEHICLES ONLY

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

ACCIDENTS

NO ACCIDENT DATA TO REPORT

ACCIDENTS NOTED ON THIS DOCUMENT SHALL NOT BE
CONSIDERED DETERMINATIVE OF FAULT OR NEGLIGENCE
ON THE PART OF THE INDIVIDUAL

**

* * END OF DRIVING RECORD * *

NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDLSI/DRIVING RECORD CHECK

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: MCLAURIN DAVID EARL

ADDRESS: 3465 NEBULAR RD

CITY: FAYETTEVILLE STATE: NC ZIP: 283128072 TOTAL POINTS: 0

DOB: 02-01-1943 HEIGHT: 6 FT. 00 IN. SEX: M EYES: BRO HAIR: BLK RACE: B REAL ID: Y

PRIMARY LICENSE NO: 1785140

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 02-01-1989 OS DL NO: OS STATE:

*** DRIVER LICENSE STATUS:CLS C ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
C		D	08-10-2018	02-01-2023	N	N	N	N	N	ACTIVE

ENDORSEMENTS: RESTRICTIONS: 1 - CORRECTIVE LENSES

CRD TRNS: 0022556548

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
04-10-2018	02-01-2023	DUP ISS: CLS C EN: RSTR:1 CORRECTIVE LENSES	
02-02-2018	02-01-2023	REN ISS: CLS C EN: RSTR:1 CORRECTIVE LENSES	
06-14-2016	02-01-2018	DUP ISS: CLS C EN: RSTR:1 CORRECTIVE LENSES	
12-27-2015		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:104628012	
10-13-2015		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:104537612	
03-24-2015		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:104330208	
12-20-2013		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:103957741	
12-07-2012	02-01-2018	REN ISS: CLS C EN: RSTR:1 CORRECTIVE LENSES	
07-23-2008	09-26-2008	CONV: (313)SPEEDING (50 MPH IN A 35) COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2008IF 706894 CITATION ID: 90E46451	2
02-11-2008	02-01-2013	REN ISS: CLS C EN: RSTR:1 CORRECTIVE LENSES	
09-02-2005	02-01-2008	DUP ISS: CLS C EN: RSTR:1 CORRECTIVE LENSES	
04-15-2005	06-14-2005	SUSP: UNSATISFIED JUDGEMENT STATUTE: 20-279.13	
05-04-2001		ACDNT: CUMBERLAND COUNTY, NC	
11-29-2004	02-01-2008	DUP ISS: CLS C EN: RSTR:1 CORRECTIVE LENSES	
11-01-2004	02-01-2008	ORG ISS: ID EN:	
09-10-2004	11-23-2004	SUSP: UNSATISFIED JUDGEMENT STATUTE: 20-279.13	
04-17-2004	05-13-2004	CONV: (313)SPEEDING (59 MPH IN A 45) COURT: MOORE COUNTY COURT, NC COURT: AOC #: 041F 001823 CITATION ID: C4431479	3
11-25-2002	02-01-2008	REN ISS: CLS C EN: RSTR:1 CORRECTIVE LENSES	
01-30-2002	02-01-2003	DUP ISS: CLS C EN: RSTR:1 CORRECTIVE LENSES	

05-10-2001	02-01-2003	DUP ISS: CLS C	EN:	
			RSTR:1	CORRECTIVE LENSES
02-03-1997	02-01-2003	REN ISS: CLS C	EN:	
			RSTR:1	CORRECTIVE LENSES
01-21-1996	08-08-1996	CONV: (313)SPEEDING (51 MPH IN A 35)		2
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 96CR 036689		CITATION ID: C6980390
04-16-1993	02-01-1997	REN ISS: CLS C	EN:	
03-26-1992		ACDNT: CUMBERLAND COUNTY, NC		PERS INJ
		ACDNT: CASE ID:000041589		
07-23-1990	08-17-1990	SUSP: FAILURE TO APPEAR		
		STATUTE: 20-24.1		
02-20-1990	05-11-1990	CONV: (634)FAIL TO APPEAR		
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 000001785140-UNK		CITATION ID: C2158738
07-23-1990	08-17-1990	SUSP: FAILURE TO APPEAR		
		STATUTE: 20-24.1		
02-20-1990	05-11-1990	CONV: (634)FAIL TO APPEAR		
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 000001785140-UNK		CITATION ID: C2158738
02-21-1990	02-01-1993	DUP ISS: CLS C	EN:	
10-29-1989	12-12-1989	CONV: (313)SPEEDING (64 MPH IN A 55)		3
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 000001785140-UNK		CITATION ID: 02021436
02-01-1989	02-01-1993	REN ISS: CLS C	EN:	

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

ACCIDENTS

NO ACCIDENT DATA TO REPORT

ACCIDENTS NOTED ON THIS DOCUMENT SHALL NOT BE
CONSIDERED DETERMINATIVE OF FAULT OR NEGLIGENCE
ON THE PART OF THE INDIVIDUAL

**

* * END OF DRIVING RECORD * *

NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDLSD/DRIVING RECORD CHECK

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: PEAY CHARLES THOMAS SR

ADDRESS: 1205 BUTTERWOOD CIR

CITY: FAYETTEVILLE STATE: NC ZIP: 283140640 TOTAL POINTS: 0

DOB: 11-20-1950 HEIGHT: 6 FT. 00 IN. SEX: M EYES: BRO HAIR: GRY RACE: B REAL ID: Y

PRIMARY LICENSE NO: 7152739

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 02-13-1987 OS DL NO: P000115792888 OS STATE: MD

*** DRIVER LICENSE STATUS:CDL B ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
B		O	03-25-2022	11-20-2027	Y	N	N	N	N	ACTIVE

ENDORSEMENTS: P RESTRICTIONS: 0 - NONE

CRD TRNS: 0032045116 TDC: 0032045116 EXP: 05-24-2022

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
B		D	09-17-2010	11-20-2014	Y	N	N	N	N	EXPIRED

ENDORSEMENTS: PS RESTRICTIONS: 0 - NONE

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
B		D	08-13-2010	11-20-2014	Y	N	N	N	N	EXPIRED

ENDORSEMENTS: PS RESTRICTIONS: 0 - NONE

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
MED CERTIFICATION STATUS : CERTIFIED			
MED CERTIFICATION DRV TYPE : NON-EXCEPTED INTERSTATE			
MED CERTIFICATE ISSUED : 08-18-21 EXPIRES : 08-18-23			
MED CERTIFICATION RESTRICTIONS : NONE			
ME NAME : SCHIFFMAN,OLGA			
ME STATE : MD ME LICENSE : R240274			
ME SPECIALITY : AN ME TEL NUMBER : 301-424-0658			
ME NATIONAL REGISTRY NUMBER: 32677742920			
END MEDICAL CERTIFICATION INFORMATION			
08-21-2012	09-14-2016	SUSP: FAILURE TO APPEAR	
STATUTE: 20-24.1			
07-15-2011	06-21-2012	CONV: (634)FAIL TO APPEAR	
COURT: CUMBERLAND COUNTY COURT, NC			
COURT: AOC #: 2011CR 009972 CITATION ID: C1631782			
08-18-2012	10-05-2012	CONV: (313)SPEEDING (70 MPH IN A 55)	3
COURT: WILSON COUNTY COURT, NC			
COURT: AOC #: 2012IF 701839 CITATION ID: 0F801701			
05-18-2012		CSOR: TRANSFERRED TO THE STATE OF MD	
09-17-2010	11-20-2014	DUP ISS: CLS B CDL EN:P S	
RSTR:0 NONE			
08-13-2010	11-20-2014	DUP ISS: CLS B CDL EN:P S	
RSTR:0 NONE			
6-16-2010		CSOR: TRANSFERRED TO THE STATE OF MD	
05-22-2009	11-20-2014	ORG ISS: CLS B CDL EN:P S	
RSTR:0 NONE			
01-08-2007	03-27-2008	SUSP: FAILURE TO APPEAR	
STATUTE: 20-24.1			
07-30-2006	11-07-2006	CONV: (634)FAIL TO APPEAR	

COURT: LENOIR COUNTY COURT, NC
COURT: AOC #: 2006IF 003760 CITATION ID: 05026699
07-30-2006 03-27-2008 CONV: (313)SPEEDING (70 MPH IN A 55) 3
COURT: LENOIR COUNTY COURT, NC
COURT: AOC #: 2006IF 003760 CITATION ID: 05026699
02-13-1987 11-20-1991 ORG ISS: CLS C EN:

WITHDRAWALS

ACDNT	ELIG	REIN	WTH	
DATE	DATE	DATE	TYPE	SOW
06-09-2008	12-31-9999	06-09-2008	360	MD

WTHD: WTHD: (D45)RDLSI FTA TRIAL OR COURT

ACDNT	ELIG	REIN	WTH	
DATE	DATE	DATE	TYPE	SOW
02-08-2008	12-31-9999	03-14-2008	360	MD

WTHD: WTHD: (D45)RDLSI FTA TRIAL OR COURT

CONVICTIONS

CIT	CONV	COURT			
DATE	DATE	TYPE	CMV	HAZ	SOC
02-12-2016	05-10-2016	DIS	N	N	MD

CONV: CONV: (M86)VIOLATE PROHIB USING HAND HELD MOBILE PHONE W/DRIVE IN CMV

ACCIDENTS

NO ACCIDENT DATA TO REPORT

**

* * END OF DRIVING RECORD * *

NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDLSI/DRIVING RECORD CHECK

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: CLIFTON AMANDA LOCKLEAR

ADDRESS: 1420 AVONCROFT DR

CITY: FAYETTEVILLE STATE: NC ZIP: 283063566 TOTAL POINTS: 0

DOB: 03-10-1971 HEIGHT: 5 FT. 02 IN. SEX: F EYES: BRO HAIR: BLK RACE: B REAL ID: N

PRIMARY LICENSE NO: 8312278

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 01-31-2003 OS DL NO: 056234064 OS STATE: GA

*** DRIVER LICENSE STATUS:CLS C ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
C		D	09-16-2019	03-10-2027	N	N	N	N	N	ACTIVE

ENDORSEMENTS: RESTRICTIONS: 0 - NONE

CRD TRNS: 0025805496

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
03-12-2019	03-10-2027	REN ISS: CLS C EN: RSTR:0 NONE	
06-08-2018		ACDNT: CUMBERLAND COUNTY, NC CMV ACDNT: CASE ID:105522523	
01-02-2018		ACDNT: CUMBERLAND COUNTY, NC CMV ACDNT: CASE ID:105358785	
11-09-2016		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:104941672	
11-14-2011	03-10-2019	DUP ISS: CLS C EN: RSTR:0 NONE	
03-10-2011	03-10-2019	REN ISS: CLS C EN: RSTR:0 NONE	
06-12-2010	07-20-2010	CONV: (313)SPEEDING (84 MPH IN A 70) COURT: TRAFFIC COURT, SC COURT: AOC #: E443698 CITATION ID: 5651520	
02-12-2009	03-10-2011	DUP ISS: CLS C EN: RSTR:0 NONE	
07-14-2008	02-11-2009	SUSP: FAILURE TO APPEAR STATUTE: 20-24.1	
03-10-2008	05-14-2008	CONV: (634)FAIL TO APPEAR COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2008IF 702343 CITATION ID: 80E88662	
05-13-2008	02-11-2009	SUSP: FAILURE TO APPEAR STATUTE: 20-24.1	
12-19-2007	03-13-2008	CONV: (634)FAIL TO APPEAR COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2007CR 714018 CITATION ID: 70E20992	
05-13-2008	02-11-2009	SUSP: FAILURE TO APPEAR STATUTE: 20-24.1	
12-19-2007	03-13-2008	CONV: (634)FAIL TO APPEAR COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2007CR 714018 CITATION ID: 70E20992	
4-11-2008	03-10-2011	DUP ISS: CLS C EN: RSTR:0 NONE	
03-10-2008	02-11-2009	CONV: (313)SPEEDING (34 MPH IN A 25) COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 2008IF 702343 CITATION ID: 80E88662	2
12-19-2007	02-11-2009	CONV: (202)IMPROPER EQUIPMENT - SPEEDOMETER	

		COURT: CUMBERLAND COUNTY COURT, NC	
07-04-2007		COURT: AOC #: 2007CR 714018	CITATION ID: 70E20992
		ACDNT: CUMBERLAND COUNTY, NC	
		ACDNT: CASE ID:102081579	
'-12-2007	03-10-2011	DUP ISS: CLS C	EN:
			RSTR:0 NONE
09-16-2006		ACDNT: CUMBERLAND COUNTY, NC	
		ACDNT: CASE ID:101866431	
08-21-2006	03-10-2011	ORG ISS: ID	EN:
11-09-2004	01-30-2007	SUSP: FAILURE TO APPEAR	
		STATUTE: 20-24.1	
05-28-2004	09-09-2004	CONV: (634)FAIL TO APPEAR	
		COURT: CUMBERLAND COUNTY COURT, NC	
		COURT: AOC #: 04CR 011990	CITATION ID: C4520917
01-31-2003	03-10-2011	ORG ISS: CLS C	EN:
			RSTR:*9 FLEET VEHICLES ONLY
09-30-1996	03-10-2001	REN ISS: ID	EN:
10-04-1995	03-10-2001	ORG ISS: ID	EN:
11-17-1990	01-30-2003	SUSP: FAILURE TO APPEAR	
		STATUTE: 20-24.1	
06-23-1990	08-14-1990	CONV: (634)FAIL TO APPEAR	
		COURT: CUMBERLAND COUNTY COURT, NC	
		COURT: AOC #: 000008312278-UNK	CITATION ID: C2326615
05-26-1989	11-26-1990	ORG ISS: CLS C	PRMT EN:

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

) CONVICTION DATA TO REPORT

ACCIDENTS

NO ACCIDENT DATA TO REPORT

ACCIDENTS NOTED ON THIS DOCUMENT SHALL NOT BE
CONSIDERED DETERMINATIVE OF FAULT OR NEGLIGENCE
ON THE PART OF THE INDIVIDUAL

**

* * END OF DRIVING RECORD * *

NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDLSI/DRIVING RECORD CHECK

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: GRAHAM ERICA WAGGONER

ADDRESS: 830 S CLIFFS CIR APT 103

CITY: SPRING LAKE STATE: NC ZIP: 283903466 TOTAL POINTS: 0

DOB: 06-18-1989 HEIGHT: 5 FT. 06 IN. SEX: F EYES: BRO HAIR: BLK RACE: B REAL ID: Y

PRIMARY LICENSE NO: 38400035

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 07-03-2006 OS DL NO: OS STATE:

*** DRIVER LICENSE STATUS:CLS C ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
C		R	06-11-2018	06-18-2026	N	N	N	N	N	ACTIVE

ENDORSEMENTS: RESTRICTIONS: 0 - NONE

CRD TRNS: 0022063047

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
06-16-2010	06-18-2018	ORG ISS: CLS C EN: RSTR:1 CORRECTIVE LENSES	
01-10-2007	06-18-2010	ORG ISS: CLS C LEV3 EN: RSTR:1 CORRECTIVE LENSES	
07-03-2006	06-18-2007	ORG ISS: CLS C LEV2 EN: RSTR:1 CORRECTIVE LENSES RSTR:17 GRAD LIC LEVEL 2 RESTRICTION	
11-31-2005	06-18-2007	ORG ISS: CLS C LEV1 EN: RSTR:1 CORRECTIVE LENSES RSTR:16 11-30-2005	

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

ACCIDENTS

NO ACCIDENT DATA TO REPORT

**

* * END OF DRIVING RECORD * *

NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDLSD/DRIVING RECORD CHECK

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: BLACKMAN ADAM CARL

ADDRESS: 111 SAINT JUDE RD

CITY: FAYETTEVILLE STATE: NC ZIP: 283126171 TOTAL POINTS: 0

DOB: 07-10-1982 HEIGHT: 5 FT. 06 IN. SEX: M EYES: HAZ HAIR: BRO RACE: W REAL ID: N

PRIMARY LICENSE NO: 28638445

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 06-20-2001 OS DL NO: OS STATE:

*** DRIVER LICENSE STATUS:CLS C ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
C		D	02-20-2019	07-10-2023	N	N	N	N	N	ACTIVE

ENDORSEMENTS: RESTRICTIONS: 0 - NONE

CRD TRNS: 0024001545

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
01-01-2018		ACDNT: RANDOLPH COUNTY, NC ACDNT: CASE ID:105337922	
05-06-2016	06-16-2016	CONV: (313)SPEEDING (70 MPH IN A 55) COURT: SAMPSON COUNTY COURT, NC COURT: AOC #: 2016IF 701444 CITATION ID: 0403110F	3
06-30-2015	07-10-2023	REN ISS: CLS C EN: RSTR:0 NONE	
-06-2007	07-10-2015	REN ISS: CLS C EN: RSTR:0 NONE	
09-20-2002		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:100713732	
07-26-2002	07-10-2007	DUP ISS: CLS C EN: RSTR:0 NONE	
06-20-2001	07-10-2007	ORG ISS: CLS C EN: RSTR:0 NONE	
05-18-1998	07-10-2000	ORG ISS: CLS C LEV1 EN: RSTR:16 11-17-1998	

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

ACCIDENTS

NO ACCIDENT DATA TO REPORT

ACCIDENTS NOTED ON THIS DOCUMENT SHALL NOT BE
CONSIDERED DETERMINATIVE OF FAULT OR NEGLIGENCE
ON THE PART OF THE INDIVIDUAL

**

* * END OF DRIVING RECORD * *

**NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDLST/DRIVING RECORD CHECK**

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: SANKAREH EBOU

ADDRESS: 119 HARVEST LN

CITY: RAEFORD **STATE:** NC **ZIP:** 283766516 **TOTAL POINTS:** 0

DOB: 09-28-1964 **HEIGHT:** 6 FT. 03 IN. **SEX:** M **EYES:** BRO **HAIR:** BLK **RACE:** B **REAL ID:** N

PRIMARY LICENSE NO: 3142076

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 09-22-1994 **OS DL NO:** R00058848 **OS STATE:** VA

***** DRIVER LICENSE STATUS:CDL A ACTIVE *****

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
A		R	08-07-2017	09-28-2022	Y	N	N	N	N	ACTIVE
ENDORSEMENTS:			RESTRICTIONS: K - NC INTRASTATE ONLY - CDL M - PASSENGER CLASS B&C ONLY							

CRD TRNS: 0019779553

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
A		D	10-23-2015	09-28-2017	Y	N	N	N	N	EXPIRED
ENDORSEMENTS:			RESTRICTIONS: K - NC INTRASTATE ONLY - CDL 14 - PASSENGER CLASS B&C ONLY							

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
		D	12-13-2011	09-28-2017	Y	N	N	N	N	EXPIRED
ENDORSEMENTS:			RESTRICTIONS: 14 - PASSENGER CLASS B&C ONLY							

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
		MED CERTIFICATION STATUS : EXEMPT	
		MED CERTIFICATION DRV TYPE : EXCEPTED INTRASTATE	
		MED CERTIFICATION RESTRICTIONS : NONE	
		END MEDICAL CERTIFICATION INFORMATION	
10-23-2015	09-28-2017	DUP ISS: CLS A CDL EN: RSTR:K NC INTRASTATE ONLY - CDL RSTR:14 PASSENGER CLASS B&C ONLY	
12-13-2011	09-28-2017	DUP ISS: CLS A CDL EN: RSTR:14 PASSENGER CLASS B&C ONLY	
11-22-2010		ACDNT: CUMBERLAND COUNTY, NC ACDNT: CASE ID:103029531	
03-24-2009	09-28-2017	DUP ISS: CLS A CDL EN:H N P T RSTR:14 PASSENGER CLASS B&C ONLY RSTR:*9 HAZMAT EXPR:02/12/2014	
03-20-2009	09-16-2009	ORG ISS: CLS B CDL PRMT EN:P RSTR:10 ACCOMPANIED BY DRIVER LICENSED	
01-23-2009	09-28-2017	ORG ISS: CLS A CDL EN: RSTR:0 NONE	
08-20-2008	02-16-2009	ORG ISS: CLS A CDL PRMT EN: RSTR:10 ACCOMPANIED BY DRIVER LICENSED	
6-25-2007	09-28-2009	DUP ISS: CLS C EN: RSTR:0 NONE	
07-19-2004	09-28-2009	REN ISS: CLS C EN: RSTR:0 NONE	
11-13-2000	09-28-2004	DUP ISS: CLS C EN: RSTR:0 NONE	

09-16-1998 09-28-2004 REN ISS: CLS C EN:
RSTR:0 NONE
12-26-1997 ACDNT: CUMBERLAND COUNTY, NC PERS INJ
ACDNT: CASE ID:000254035
-10-1996 09-28-1998 DUP ISS: CLS C EN:
RSTR:0 NONE
12-21-1995 ACDNT: CUMBERLAND COUNTY, NC
ACDNT: CASE ID:000251890
09-22-1994 09-28-1998 ORG ISS: CLS C EN:
11-19-1989 01-17-1990 CONV: (302)DRIVING NO OPERATOR LICENSE 3
COURT: EDGECOMBE COUNTY COURT, NC
COURT: AOC #: 000003142076-UNK CITATION ID: 02015739

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

ACCIDENTS

NO ACCIDENT DATA TO REPORT

ACCIDENTS NOTED ON THIS DOCUMENT SHALL NOT BE
CONSIDERED DETERMINATIVE OF FAULT OR NEGLIGENCE
ON THE PART OF THE INDIVIDUAL

**

* * END OF DRIVING RECORD * *

NORTH CAROLINA DIVISION OF MOTOR VEHICLES
RDL SI/DRIVING RECORD CHECK

REPORT TYPE: FULL NON-CERTIFIED REPORT

DATE: 04-12-2022

NAME: MCDEAN JOHN HOWARD

ADDRESS: 816 SHAW MILL RD APT 15

CITY: FAYETTEVILLE STATE: NC ZIP: 283110400 TOTAL POINTS: 0

DOB: 09-14-1952 HEIGHT: 6 FT. 02 IN. SEX: M EYES: BRO HAIR: BLK RACE: B REAL ID: N

PRIMARY LICENSE NO: 4074707

SECONDARY LICENSE NO: NON-RESIDENT MILITARY: N

ORIGINAL ISSUE DT: 02-02-1993 OS DL NO: M02658499 OS STATE: KY

*** DRIVER LICENSE STATUS:CDL A ACTIVE ***

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
A		D	08-06-2021	09-14-2022	Y	N	N	N	N	ACTIVE

ENDORSEMENTS: RESTRICTIONS: 1 - CORRECTIVE LENSES

CRD TRNS: 0030489404

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
A		D	10-14-2019	09-14-2022	Y	N	N	N	N	INACTIVE CDL

ENDORSEMENTS: RESTRICTIONS: 1 - CORRECTIVE LENSES

CRD TRNS: 0026065466

CLASS	GRP	LIC TYP	ISSUE DT	EXPIR DT	CDL	DISQ	PROB	LMT PRIV	COND RESTR	STATUS
A		R	10-23-2017	09-14-2022	Y	N	N	N	N	INACTIVE CDL

ENDORSEMENTS: RESTRICTIONS: 1 - CORRECTIVE LENSES

CRD TRNS: 0020364680

OCCUR/ BEGIN DATE	CONV/ END DATE	NATURE OF RECORD OR DIVISION ACTION	POINTS
		MED CERTIFICATION STATUS : EXEMPT	
		MED CERTIFICATION DRV TYPE : EXCEPTED INTERSTATE	
		MED CERTIFICATE ISSUED : 02-03-21 EXPIRES : 02-03-22	
		MED CERTIFICATION RESTRICTIONS : CORRECTIVE LENSES	
		ME NAME : SHOCK,LISA	
		ME STATE : NC ME LICENSE : 102885	
		ME SPECIALITY : PA ME TEL NUMBER : 910-323-3184	
		ME NATIONAL REGISTRY NUMBER: 4812530975	
		END MEDICAL CERTIFICATION INFORMATION	
10-14-2019	09-14-2022	DUP ISS: CLS A CDL EN:	
		RSTR:1 CORRECTIVE LENSES	
10-23-2017	09-14-2022	REN ISS: CLS A CDL EN:	
		RSTR:1 CORRECTIVE LENSES	
01-10-2016		ACDNT: CUMBERLAND COUNTY, NC	
		ACDNT: CASE ID:104640515	
09-12-2012	09-14-2017	REN ISS: CLS A CDL EN:	
		RSTR:1 CORRECTIVE LENSES	
3-19-2009	05-01-2009	CONV: (E31)RDL SI DEFECT BRAKES (OBS 9/1/13)CMV	
		COURT: DMVGA-DRIVER SERVICES, GA	
		COURT: AOC #: GA036023J CITATION ID: 40854	
02-04-2009	04-24-2009	CONV: (313)SPEEDING (72 MPH IN A 60) CMV	4
		COURT: DURHAM COUNTY COURT, NC	
		COURT: AOC #: 2009IF 700912 CITATION ID: 075E8675	

12-28-2007	02-05-2008	CONV: (S51)RDLSI 01-10 > SPEED LIMIT	CMV	
		COURT: DMVSC-MOTOR VEHICLE DIVIS, SC		
		COURT: AOC #: 031802294 001	CITATION ID: D052022	
12-12-2007	04-02-2008	CONV: (219)IMPROPER USE OF TRAFFIC LANE	CMV	3
		COURT: ALAMANCE COUNTY COURT, NC		
		COURT: AOC #: 2007CR 702856	CITATION ID: 00E58346	
12-12-2007	09-14-2012	DUP ISS: CLS A CDL	EN:H	
		RSTR:1	CORRECTIVE LENSES	
08-06-2007	09-10-2007	SUSP: FAILURE TO APPEAR		
		STATUTE: 20-24.1		
04-11-2007	06-06-2007	CONV: (634)FAIL TO APPEAR	CMV	
		COURT: MCDOWELL COUNTY COURT, NC		
		COURT: AOC #: 2007IF 001876	CITATION ID: 04856095	
08-06-2007	09-10-2007	SUSP: FAILURE TO APPEAR		
		STATUTE: 20-24.1		
04-11-2007	06-06-2007	CONV: (634)FAIL TO APPEAR	CMV	
		COURT: MCDOWELL COUNTY COURT, NC		
		COURT: AOC #: 2007IF 001876	CITATION ID: 04856095	
05-29-2007	07-10-2007	CONV: (F04)RDLSI SEAT BELT NOT USED PROPERLY		
		COURT: WYTHE COUNTY DISTRICT CT, VA		
		COURT: AOC #: 197GT0701109000	CITATION ID: OS000000	
05-29-2007	07-10-2007	CONV: (313)SPEEDING		
		COURT: WYTHE COUNTY DISTRICT CT, VA		
		COURT: AOC #: 197GT0701108900	CITATION ID: OS000000	
11-01-2006	09-14-2012	DUP ISS: CLS A CDL	EN:H	
		RSTR:1	CORRECTIVE LENSES	
09-06-2006	09-01-2007	CONV: (E31)RDLSI DEFECT BRAKES (OBS 9/1/13)	CMV	
		COURT: DMVCA-DRIVER LICENSE, CA		
		COURT: AOC #: T168415	CITATION ID: A26453	
11-05-2006	12-06-2006	CONV: (M14)RDLSI FTO SIGN/TRAFFIC DEVICE		
		COURT: DMVNY-DRIVER LICENSING, NY		
		COURT: AOC #: 0AC3567281	CITATION ID:	
07-03-2006	07-24-2006	SUSP: FAILURE TO APPEAR		
		STATUTE: 20-24.1		
03-14-2006	05-02-2006	CONV: (634)FAIL TO APPEAR		
		COURT: ROBESON COUNTY COURT, NC		
		COURT: AOC #: 2006IF 001261	CITATION ID: 03876906	
11-13-2004	12-13-2004	CONV: (S93)RDLSI SPEEDING		
		COURT: DMVWI-DRIVER RECORD FILES, WI		
		COURT: AOC #: 000004074707-UNK	CITATION ID: F4025453	
05-26-2004	09-14-2012	ORG ISS: CLS A CDL	EN:H	
		RSTR:1	CORRECTIVE LENSES	
01-25-2003	03-03-2004	SUSP: FAILURE TO APPEAR		
		STATUTE: 20-24.1		
08-16-2002	11-19-2002	CONV: (634)FAIL TO APPEAR		
		COURT: DUPLIN COUNTY COURT, NC		
		COURT: AOC #: 02IF 003637	CITATION ID: 01488552	
08-16-2002	03-03-2004	CONV: (313)SPEEDING (69 MPH IN A 55)		3
		COURT: DUPLIN COUNTY COURT, NC		
		COURT: AOC #: 02IF 003637	CITATION ID: 01488552	
07-22-1998	09-14-2002	REN ISS: CLS C	EN:	
		RSTR:1	CORRECTIVE LENSES	
02-05-1998	09-14-2002	ORG ISS: ID	EN:	
08-19-1997	05-15-1998	SUSP: FAILURE TO APPEAR		
		STATUTE: 20-24.1		
11-21-1997	06-16-1997	CONV: (634)FAIL TO APPEAR		
		COURT: CUMBERLAND COUNTY COURT, NC		
		COURT: AOC #: 97CR 014750	CITATION ID: C7461679	
06-30-1997	05-15-1998	SUSP: FAILURE TO APPEAR		
		STATUTE: 20-24.1		
12-08-1996	04-30-1997	CONV: (634)FAIL TO APPEAR		

		COURT: CUMBERLAND COUNTY COURT, NC	
		COURT: AOC #: 96CR 059692	CITATION ID: C7360457
09-13-1996	07-17-1998	SUSP: FAILURE TO APPEAR	
		STATUTE: 20-24.1	
-17-1996	07-08-1996	CONV: (634)FAIL TO APPEAR	
		COURT: CUMBERLAND COUNTY COURT, NC	
		COURT: AOC #: 96CR 014599	CITATION ID: C6803780
09-13-1996	07-17-1998	SUSP: FAILURE TO APPEAR	
		STATUTE: 20-24.1	
03-17-1996	07-08-1996	CONV: (634)FAIL TO APPEAR	
		COURT: CUMBERLAND COUNTY COURT, NC	
		COURT: AOC #: 96CR 014599	CITATION ID: C6803780
09-01-1996	05-15-1998	SUSP: FAILURE TO APPEAR	
		STATUTE: 20-24.1	
04-25-1996	07-01-1996	CONV: (634)FAIL TO APPEAR	
		COURT: CUMBERLAND COUNTY COURT, NC	
		COURT: AOC #: 96CR 021670	CITATION ID: C6810382
09-01-1996	05-15-1998	SUSP: FAILURE TO APPEAR	
		STATUTE: 20-24.1	
10-06-1995	07-01-1996	CONV: (634)FAIL TO APPEAR	
		COURT: CUMBERLAND COUNTY COURT, NC	
		COURT: AOC #: 95CR 047042	CITATION ID: C6383326
09-01-1996	05-15-1998	SUSP: FAILURE TO APPEAR	
		STATUTE: 20-24.1	
10-06-1995	07-01-1996	CONV: (634)FAIL TO APPEAR	
		COURT: CUMBERLAND COUNTY COURT, NC	
		COURT: AOC #: 95CR 047042	CITATION ID: C6383326
09-01-1996	05-15-1998	SUSP: FAILURE TO APPEAR	
		STATUTE: 20-24.1	
1-25-1996	07-01-1996	CONV: (634)FAIL TO APPEAR	
		COURT: CUMBERLAND COUNTY COURT, NC	
		COURT: AOC #: 96CR 021670	CITATION ID: C6810382
07-02-1996	05-15-1998	SUSP: FAILURE TO APPEAR	
		STATUTE: 20-24.1	
03-17-1996	05-01-1996	CONV: (634)FAIL TO APPEAR	
		COURT: CUMBERLAND COUNTY COURT, NC	
		COURT: AOC #: 96IF 007534	CITATION ID: C6803781
03-05-1996	05-15-1998	SUSP: FAILURE TO APPEAR	
		STATUTE: 20-24.1	
05-27-1995	01-04-1996	CONV: (634)FAIL TO APPEAR	
		COURT: CUMBERLAND COUNTY COURT, NC	
		COURT: AOC #: 95CR 023884	CITATION ID: C6116052
12-31-1994	05-15-1998	SUSP: FAILURE TO APPEAR	
		STATUTE: 20-24.1	
07-13-1994	10-26-1994	CONV: (634)FAIL TO APPEAR	
		COURT: CUMBERLAND COUNTY COURT, NC	
		COURT: AOC #: 000004074707-UNK	CITATION ID: C5356703
03-07-1994		ACDNT: CUMBERLAND COUNTY, NC	PERS INJ
		ACDNT: CASE ID:000039659	
02-02-1993	09-14-1997	ORG ISS: CLS C	EN:
			RSTR:1 CORRECTIVE LENSES
01-24-1992	10-09-1992	SUSP: FAILURE TO APPEAR	
		STATUTE: 20-24.1	
08-16-1991	10-25-1991	CONV: (634)FAIL TO APPEAR	
		COURT: CUMBERLAND COUNTY COURT, NC	
		COURT: AOC #: 000004074707-UNK	CITATION ID: 03443271
01-24-1992	10-09-1992	SUSP: FAILURE TO APPEAR	
		STATUTE: 20-24.1	
08-16-1991	10-25-1991	CONV: (634)FAIL TO APPEAR	
		COURT: CUMBERLAND COUNTY COURT, NC	
		COURT: AOC #: 000004074707-UNK	CITATION ID: 03443271

12-01-1991	10-09-1992	SUSP: FAILURE TO APPEAR STATUTE: 20-24.1	
07-31-1991	09-12-1991	CONV: (634)FAIL TO APPEAR COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 000004074707-UNK CITATION ID: 03343927	
08-16-1991	10-09-1992	CONV: (302)DRIVING NO OPERATOR LICENSE COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 000004074707-UNK CITATION ID: 03443271	3
06-12-1991	07-23-1991	CONV: (313)SPEEDING (52 MPH IN A 35) COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 000004074707-UNK CITATION ID: C2966931	
06-12-1991	07-23-1991	CONV: (302)DRIVING NO OPERATOR LICENSE COURT: CUMBERLAND COUNTY COURT, NC COURT: AOC #: 000004074707-UNK CITATION ID: C2966931	3
06-05-1991	06-06-1991	CONV: (302)DRIVING NO OPERATOR LICENSE COURT: ROBESON COUNTY COURT, NC COURT: AOC #: 000004074707-UNK CITATION ID: 03204892	3

WITHDRAWALS

NO WITHDRAWAL DATA TO REPORT

CONVICTIONS

NO CONVICTION DATA TO REPORT

ACCIDENTS

NO ACCIDENT DATA TO REPORT

ACCIDENTS NOTED ON THIS DOCUMENT SHALL NOT BE
CONSIDERED DETERMINATIVE OF FAULT OR NEGLIGENCE
ON THE PART OF THE INDIVIDUAL

**

* * END OF DRIVING RECORD * *

**COPIES OF RED CROSS
CERTIFICATIONS**

HEARTSAVER

Heartsaver® First Aid CPR AED



American
Heart
Association.

Adam Blackmon

has successfully completed the cognitive and skills evaluations
in accordance with the curriculum of the American Heart Association
Heartsaver First Aid CPR AED Program.

Optional modules completed:

Heartsaver First Aid Child CPR AED

Issue Date

4/11/2022

Training Center Name

Southern Regional AHEC CTC

Training Center ID

NC04286

Training Center City/State

Charlotte, NC

Training Center Contact Name

Adam Blackmon

507-785-7777

Follow By

4/25/22

Instructor Name

Adam Blackmon

Instructor ID

08070443017

eCard Code

220834130165

QR Code



Heartsaver First Aid CPR AED eCards are valid for 2 years. Individuals and employers should scan this QR code with their mobile device to go to www.heart.org to verify the eCard.
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Adam Blackman

Has Successfully complete 8 Hours of Training on

11/13/21

Defensive Driving, First Aid, Bloodborne Pathogens,
Emergency Evacuation, Americans Disabilities Act, Fire
Extinguishers, Wheelchair Securement, Civil Rights and
Customer Service

Nancy Thornton

Nancy Thornton
PASS Certified Trainer

E-Sankareh

Ebou Sankareh
Famiks Transportation Inc.

HEARTSAVER

Heartsaver® First Aid CPR AED



American
Heart
Association.

Amanda Clifton

has successfully completed the cognitive and skills evaluations
in accordance with the curriculum of the American Heart Association
Heartsaver First Aid CPR AED Program.

Optional modules completed:

Heartsaver Total Child CPR AED

Issue Date

4/11/2022

Training Center Name

Southern Regional AHEC CTC

Training Center ID

NC04286

Training Center City, State

Greenville, NC

**Training Center Phone
Number**

(910) 878-7218

Renew By

04/2023

Instructor Name

John Ponce

Instructor ID

08070443017

eCard Code

2280733748

QR Code



To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycard

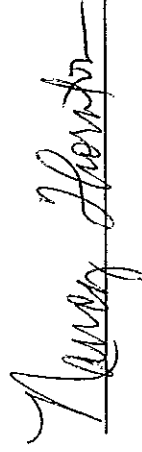
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Amanda L. Clifton

Has Successfully complete 8 Hours of Training on

11/13/21

Defensive Driving, First Aid, Bloodborne Pathogens,
Emergency Evacuation, Americans Disabilities Act, Fire
Extinguishers, Wheelchair Securement, Civil Rights and
Customer Service



Nancy Thornton
PASS Certified Trainer



Ebou Sankareh
Famiks Transportation Inc.

HEARTSAVER

Heartsaver® First Aid CPR AED



American
Heart
Association.

John McDean

has successfully completed the cognitive and skills evaluations
in accordance with the curriculum of the American Heart Association
Heartsaver First Aid CPR AED Program.

Optional modules completed:

Heartsaver Total, Child CPR AED

Issue Date

4/11/2022

Training Center Name

Southern Regional AHEC CTC

Training Center ID

NC04286

Training Center City, State

Fayetteville, NC

**Training Center Phone
Number**

(910) 678-7216

Renew By

04/2024

Instructor Name

John Pone

Instructor ID

08070443017

eCard Code

226014331470

QR Code



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John McDean

Has Successfully complete 8 Hours of Training on

11/13/21

Defensive Driving, First Aid, Bloodborne Pathogens,
Emergency Evacuation, Americans Disabilities Act, Fire
Extinguishers, Wheelchair Securement, Civil Rights and
Customer Service



Nancy Thornton
PASS Certified Trainer



Ebou Sankareh
Famiks Transportation Inc.

HEARTSAVER

Heartsaver® First Aid CPR AED



American
Heart
Association.

Tabitha McDuffie

has successfully completed the cognitive and skills evaluations
in accordance with the curriculum of the American Heart Association
Heartsaver First Aid CPR AED Program.

Optional modules completed:

Heartsaver Total, Child CPR AED

Issue Date

4/11/2022

Training Center Name

Southern Regional AHEC CTC

Training Center ID

NC04286

Training Center City, State

Fayetteville, NC

Training Center Phone
Number

(910) 873-7276

Renew By

4/11/2024

Instructor Name

John Pone

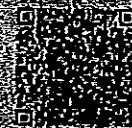
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08070443017

eCard Code

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QR Code



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Tabitha McDuffie

Has Successfully complete 8 Hours of Training on

11/13/21

Defensive Driving, First Aid, Bloodborne Pathogens,
Emergency Evacuation, Americans Disabilities Act, Fire
Extinguishers, Wheelchair Securement, Civil Rights and
Customer Service



Nancy Thornton
PASS Certified Trainer



Ebou Sankareh
Famiks Transportation Inc.

HEARTSAVER

Heartsaver® First Aid CPR AED



American
Heart
Association.

David McLaurin

has successfully completed the cognitive and skills evaluations
in accordance with the curriculum of the American Heart Association
Heartsaver First Aid CPR AED Program.

Optional modules completed:

Heartsaver Total Child CPR AED

Issue Date

4/11/2022

Training Center Name

Southern Regional AHEC CTC

Training Center ID

NC04286

Training Center City, State

Fayetteville, NC

**Training Center Phone
Number**

(910) 678-7216

Renew By

04/2024

Instructor Name

John Pone

Instructor ID

08070443017

eCard Code

226014331467

QR Code



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David McLaurin

Has Successfully complete 8 Hours of Training on

11/13/21

Defensive Driving, First Aid, Bloodborne Pathogens,
Emergency Evacuation, Americans Disabilities Act, Fire
Extinguishers, Wheelchair Securement, Civil Rights and
Customer Service

Nancy Thornton

Nancy Thornton
PASS Certified Trainer

E. Sankareh

Ebou Sankareh
Famiks Transportation Inc.

HEARTSAVER

Heartsaver® First Aid CPR AED



American
Heart
Association.

Michael Pereira

has successfully completed the cognitive and skills evaluations
in accordance with the curriculum of the American Heart Association
Heartsaver First Aid CPR AED Program.

Optional modules completed:

Heartsaver, Total, Child CPR, AED

Issue Date

4/11/2022

Training Center Name

Southern Regional AHEC CTC

Training Center ID

NC04286

Training Center City, State

Fayetteville, NC

**Training Center Phone
Number**

(910) 676-7210

Renew By

04/2024

Instructor Name

John Page

Instructor ID

08070443017

eCard Code

226014831468

QR Code



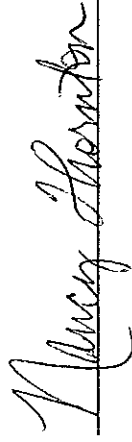
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Michael Pereira

Has Successfully complete 8 Hours of Training on

11/13/21

Defensive Driving, First Aid, Bloodborne Pathogens,
Emergency Evacuation, Americans Disabilities Act, Fire
Extinguishers, Wheelchair Securement, Civil Rights and
Customer Service



Nancy Thornton
PASS Certified Trainer



Ebou Sankareh
Famiks Transportation Inc.

**ARTICLES OF
INCORPORATION**



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

FAMIKS TRANSPORT, INC.

the original of which was filed in this office on the 9th day of July, 2002.



Document Id: 221825003

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal at the
City of Raleigh, this 9th day of July, 2002

Elaine F. Marshall
Secretary of State

22 183 5008

State of North Carolina
Department of the Secretary of State

BOOK: 0027551
Date Filed: 7/22/02 12:00 PM
Elaine F. Marshall
North Carolina Secretary of State

ARTICLES OF INCORPORATION

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation is: PANTEE TRANSPORT, INC.

2. The number of shares the corporation is authorized to issue is: 10,000

These shares shall be: (check either a or b)

a. ☒ all of one class, designated as common stock; or

b. ☐ divided into classes or series within a class as provided in the attached schedule, with the information required by N.C.G.S. Section 55-6-01.

3. The street address and county of the initial registered office of the corporation is:

Number and Street: 3209 TALLYWOOD DRIVE APT 2

City, State, Zip Code: FAYETTEVILLE, NC 28303 County: COMBERLAND

4. The mailing address, if different from the street address, of the initial registered office is:

SAME AS ABOVE

5. The name of the initial registered agent is: EBOU SANKAREH

6. Principal office information: (must select either a or b.)

a. ☒ The corporation has a principal office.

The street address and county of the principal office of the corporation is:

Number and Street: 3209 TALLYWOOD DRIVE APT 2

City, State, Zip Code: FAYETTEVILLE, NC 28303 County: COMBERLAND

The mailing address, if different from the street address, of the principal office of the corporation is:

b. ☐ The corporation does not have a principal office.

7. Any other provisions, which the corporation elects to include, are attached.

8. The names and addresses of each incorporator is as follows:

EBOU SANKAREH, 3209 Tallywood Drive, Apt 2, Fayetteville, NC 28303

CORPORATIONS DIVISION
(Revised January, 2002)

P.O. BOX 20622

RALEIGH, NC 27602-0622

(Form 8-01)

JUL 31 2002 09:18 AM PA

PRX NO.: 9184389179

9. These articles will be effective upon filing, unless a date and/or time is specified: _____

This the 28th day of June, 2002

Eben Sankarsh

Signature

Eben Sankarsh, Owner

Type or Print Name and Title

INCORPORATOR

CORPORATIONS DIVISION
(Revised January, 2002)

P.O. BOX 29622

RALEIGH, NC 27666-0622
(Form B-01)

JUL 31 2002 09:18AM PJ

PKX NO. : 9184359179

FROM : FRANKS



BUSINESS CORPORATION ANNUAL REPORT

NAME OF BUSINESS CORPORATION: Famiks Transport, Inc.

SECRETARY OF STATE ID NUMBER: 0637561

STATE OF FORMATION: NC

REPORT FOR THE FISCAL YEAR END: 12/31/2021

Filing Office Use Only

E - Filed Annual Report
0637561
CA202208601451
3/27/2022 11:00

☒ Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Sankareh, Ebou

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS

119 Harvest Lane

119 Harvest Lane

Raeford, NC 28376 Hoke County

Raeford, NC 28376

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: FAMIKS TRANSPORT INC

2. PRINCIPAL OFFICE PHONE NUMBER: (910) 322-1427

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

5. PRINCIPAL OFFICE MAILING ADDRESS

119 Harvest Lane

119 Harvest Lane

Raeford, NC 28376

Raeford, NC 28376

6. Select one of the following if applicable. (Optional see instructions)

☐

The company is a veteran-owned small business

☐

The company is a service-disabled veteran-owned small business

SECTION C: OFFICERS (Enter additional officers in Section E.)

NAME: Ebou Sankareh

NAME: _____

NAME: _____

TITLE: President

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

119 Harvest Lane

Raeford, NC 28376

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Ebou Sankareh

3/27/2022

SIGNATURE

DATE

Form must be signed by an officer listed under Section C of this form.

Ebou Sankareh

President

Print or Type Name of Officer

Print or Type Title of Officer

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

DBE CERTIFICATION



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

August 11, 2021

EBOU SANKAREH
FAMIKS TRANSPORT INC
119 HARVEST LANE
RAEFORD NC 28376

Application number: 9000003788
Ref: Approval of DBE Application

Dear EBOU SANKAREH,

The DBE Management Trust has approved your Application.

If you have any questions or concerns, please do not hesitate to contact the DBE Management.

Sincerely ,
DBE Management

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/22

PRODUCER:

LATREILLE FAMILY INSURANCE
1921 A N POINTE DR STE 220
DURHAM, NC 27705

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

FAMIKS TRANSPORT INC
119 HARVEST LANE
REAFORD, NC 28376

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: NATIONAL GENERAL

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADD'L LTR INSR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP OR AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2011165542-01	01/22/2022	01/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA AGG \$ AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUS: <input type="checkbox"/> TOY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER UNINSURED UNDERINSURED MOTORIST	SAME	SAME	SAME	1,000,000/1,000,000/1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

9. 2002 DODG 2B4GP44342R740839 13. 2013 FORD 1F1NS2EW3DDA11663
10. 2002 CHRY 2C8GP64L42R675181 14. 2011 FORD 1FTDS3EL6BDB31736
11. 2002 DODG 2B4GP443R52R617670 15. 2002 DODG 2B4GP44342R240839
12. 2001 DODG 2B6LB31ZX1K547402

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:

ACORD 25 (2009/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/22

PRODUCER:

LATREILLE FAMILY INSURANCE
1921 A N POINTE DR STE 220
DURHAM, NC 27705

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

FAMIKS TRANSPORT INC
119 HARVEST LANE
REAFORD, NC 28376

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: NATIONAL GENERAL

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LYR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROS <input type="checkbox"/> LOG				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURRENCE) MED EXP (Any one person) PERSONAL & ADY INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2011165542-01	01/22/2022	01/22/2023	COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY - EA ACC AGG
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in MI) If yes, describe under SPECIAL PROVISIONS below				W/C STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
A	OTHER UNINSURED UNDERINSURED MOTORIST	SAME	SAME	SAME	1,000,000/1,000,000/1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS:

- | | |
|--------------------------------|--------------------------------|
| 1. 2012 FORD 1FTNE2EW4CDA42877 | 5. 2009 DODG 2D8HN44E69R631499 |
| 2. 2011 FORD 1FTDS3EL5BDA68175 | 6. 2008 DODG 2D8HN54P98R778633 |
| 3. 2011 FORD 1FTDS3ELQBD85899 | 7. 2006 DODG WD8PD644X65955438 |
| 4. 2011 FORD 1FTDS3EL1BDB31739 | 8. 2004 CHRY 2C4GP54L44R607123 |

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:

Jennifer Laine

Form E

UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY
DAMAGE LIABILITY CERTIFICATE OF INSURANCEFiled with: North Carolina Motor Carrier Regulatory Unit NC (hereinafter called Agency)
(Name of Agency)This is to certify, that the: Integon Indemnity Corporation
(Name of Company)(hereinafter call Company) of: PO Box 3199, Winston Salem, NC 27102-3199
(Address)Has issued to: FAMIKS TRANSPORT INC
(Name of Motor Carrier)of: 119 HARVEST LN, RAEFORD NC 28376
(Address of Motor Carrier)

A policy or policies of insurance effective from: 1/22/2021 12:01 A.M. Standard time at the address of the insured as stated in said policy or policies and continuing until canceled as provided herein, which, by attachment of the Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance Endorsement, has or have been amended to provide automobile bodily injury and property damage liability insurance covering the obligations imposed upon such motor carrier by the provisions of the motor carrier law of the State in which the agency has jurisdiction or regulations promulgated in accordance therewith.

Whenever requested, the Company agrees to furnish the commission a duplicate original of said policy or policies and all the endorsements thereon. This certificate and the endorsement described herein may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty (30) days' notice in writing to the State agency, such thirty (30) days' notice to commence to run from the date notice is actually in the office of the Commission.

Countersigned at: 5630 University Pkwy, Winston Salem, NC 27102-3199
(Street Address) (City) (State) (Zip)This 21st day of January, 2021

Insurance Company File No:

2011165542
(Policy Number)1
(Docket Number)Berta A Castellano
Berta Castellano

Authorized Company Representative

Liability Coverage: Combined single limits
42121 (11012014)

Liability Limit: \$1,500,000

THIS IS A QUOTE, NOT A POLICY

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

QUOTE PROFILE - VERSION 01

POLICY NUMBER: (69I0UB-4N31130-5-22)

RENEWAL OF (69I0UB-4N31130-5-21)

INSURED'S NAME AND ADDRESS

FAMIKS TRANSPORT INC
119 HARVEST LN
RAEFORD NC 28376

WORKERS COMPENSATION
INSURANCE PLAN

A/R (WCIP) #

NC

POLICY PERIOD FROM: 04-19-22 TO 04-19-23

TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	\$	5668
PREMIUM DISCOUNT		NONE
0900-32 EXPENSE CONSTANT		160
TERRORISM		16
TOTAL ESTIMATED PREMIUM		5844
DEPOSIT AMOUNT DUE		5844

Employer's Liability BI Limit: \$ 100000 Each Accident
500000 Policy Limit
100000 Each Employee

INSURER: AUTO-OWNERS INSURANCE COMPANY

Adjustments of Premiums shall be made ANNUALLY

***** Deposit Amount Due: \$ 5844 *****

POLICY NUMBER: (69I0UB-4N31130-5-22)

DATE OF ISSUE: 04-05-22 WC

OFFICE: RMD AUTO-OWNERS 25L
PRODUCER: AL KERR INSURANCE AGENCY 26SPF

ST ASSIGN: NC

BUSINESS REFERENCES

BUSINESS SERVICES

1. Advance Auto Parts
3591 Murchison Road
Fayetteville, NC 28301
910-488-0266
POC: Patrick
2. Davis Lift Truck Service, Inc.
2522 Legion Road
Fayetteville, NC 28306
910-424-0958
POC: Tim
3. Mid-South Transmission Service
6001 Bragg Boulevard
Fayetteville, NC 28303
910-868-1900
POC: David Crawford
4. Pep Boys
1924 Skibo Road
Fayetteville, NC 28314
910-867-1372
POC: Orlando Ramirez
5. Steve's Auto Service
427 Gillespie Street
Fayetteville, NC 28301
910-822-9026
POC: Steve Holmes

**ATTACHMENT A:
CERTIFICATION REGARDING
LOBBYING**

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

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

The undersigned **FAMIKS TRANSPORT, INC.**, 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **FAMIKS TRANSPORT, INC.**, 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. §1352, *et seq.*, apply to this certification and disclosure, if any.

4/15/2022

Date

E. Sankareh

Signature of Contractor's Authorized Official

EBOU SANKAREH, CEO

Name and Title of Contractor's Authorized Official

Subscribed and sworn to before me this 15th day of April 2022, in the State of North Carolina; and the County of Cumberland

Notary Public Shirley A. Carter

My Appointment Expires 5/31/2022

**ATTACHMENT B:
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
INELIGIBILITY AND
VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTION**

ATTACHMENT B

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

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

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

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

DATE 4/15/2022

SIGNATURE E. Sankareh

NAME **EBOU SANKAREH**

TITLE **CEO**

COMPANY **FAMIKS TRANSPORT, INC.**

State of North Carolina

County of Cumberland

Subscribed and sworn to before me this 15TH day of April, 2022

Notary Public Sheryl A. Carter

My Appointment Expires May 31, 2022

**ATTACHMENT C:
CERTIFICATION OF
COMPLIANCE WITH BUY
AMERICA ROLLING STOCKS
REQUIREMENTS**

ATTACHMENT C

**CERTIFICATE OF COMPLIANCE WITH BUY AMERICA
ROLLING STOCK REQUIREMENTS**

(Including train control, communication, and traction power equipment)

(To be submitted with all bids exceeding \$150,000. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE

4/15/2022

SIGNATURE

E. Sankareh

NAME EBOU SANKAREH

TITLE CEO

COMPANY FAMIKS TRANSPORT. INC

State of

County of

Subscribed and sworn to before me this 15th day of April, 2022.

Notary Public

Shirley A. Carter

My Appointment Expires

May 31, 2022

**ATTACHMENT E:
AFFIDAVIT OF COMPLIANCE
WITH N.C. E-VERIFY
STATUTES**

ATTACHMENT E

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

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

I, **EBOU SANKAREH**, (hereinafter the "Affiant"), duly authorized by and on behalf of **FAMIKS TRANSPORT, INC.**, (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the **CEO** (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 15th day of April, 2022

E. Sankareh

Signature of Affiant

EBOU SANKAREH, CEO

Printed Name and Title

State of North Carolina

County of Cumberland

Subscribed and sworn to before me this 15th day of April, 2022..

Notary Public Shirley A. Cantio

My Appointment Expires May 31, 2022

**ATTACHMENT F:
IRAN DIVESTMENT ACT
CERTIFICATION**

ATTACHMENT F

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

The agency shall include the certification in the procurement record.

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

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

E. Sankareh 4/15/2022
Contractor Signature Date

EBOU SANKAREH, CEO

Printed Name Title

State of North Carolina

County of Cumberland

Subscribed and sworn to before me this 15th day of April, 2022.

Notary Public Shirley G Carter

My Appointment Expires May 31, 2022

EDTAP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT **34.00**

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer **Famiks Transport. Inc.**

Person completing Proposal Ebou Sankareh

Title **CEO**

Signature E. Sankareh

Date 4/15/2022

RGP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT **34.00**

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer **Famiks Transport, Inc.**

Person completing Proposal **Ebou Sankareh**

Title **CEO**

Signature *E. Sankareh*

Date *4/15/2022*

EMPL Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT **34.00**

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer **Famiks Transport, Inc.**

Person completing Proposal **Ebou Sankareh**

Title **CEO**

Signature E. Sankareh

Date 4/15/2022

AAA Medical Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT **34.00**

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer **Famiks Transport, Inc.**

Person completing Proposal **Ebou Sankareh**

Title **CEO**

Signature E. Sankareh

Date 4/15/2022

AAA General Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT **34.00**

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer **Familks Transport, Inc.**

Person completing Proposal **Ebou Sankareh**

Title **CEO**

Signature E. Sankareh

Date 4/15/2022

5310 Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT **34.00**

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer **Famiks Transport, Inc.**

Person completing Proposal **Ebou Sankareh**

Title **CEO**

Signature E. Sankareh

Date 4/15/2022

REQUEST FOR PROPOSAL
FOR THE
CUMBERLAND COUNTY
COMMUNITY TRANSPORTATION PROGRAM

Fiscal Year July 1, 2022 – June 30, 2023

Table of Contents

SUBJECT	PAGE
Notice to Transportation Providers	3
Pre-Proposal Conference	3
I. Introduction	5
Definitions	6
II. Existing Service	7
III. Scope of Work	8
IV. Submission of RFP	14
Projected Schedule	14
Attachment A	19
Attachment B	20
Attachment C	21
Attachment D	22
Attachment E	23
Attachment F	24
Attachment G	25
V. Submittal Package	26
Submittal Checklist	26
Submittal Worksheets	27
Proposal Forms	30

NOTICE TO TRANSPORTATION PROVIDERS

REQUEST FOR PROPOSALS FOR PROVISION OF THE CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM

The Cumberland County Community Transportation Program is seeking proposals for the operation of its transportation services which are funded with state and federal funds.

The system currently utilizes contractor supplied vehicles and drivers to provide curb to curb service in Cumberland County. In some cases, clients may require door to door service. The Cumberland County Community Transportation Program desires to sign multiple one (1) year competitive fixed unit cost contracts, for operation of the six programs, with services to begin July 1, 2022 and end June 30, 2023.

The deadline for submittal of proposals is **12:00 p.m. on April 18, 2022**. Proposals delivered after that date and time will not be considered. Service and Cost proposal packages should be submitted in separate, sealed envelopes labeled "Service Proposal for The Community Transportation Program" and "Cost Proposal for The Community Transportation Program" and sent to: The Community Transportation Program Attn: Ifetayo Farrakhan, Transportation Program Coordinator, 130 Gillespie Street, Fayetteville, NC 28301.

All proposers must certify they are not on the federal or state list of ineligible Contractors. The Controller General's federal list of ineligible Contractors is located at the web site www.sam.gov/portal/public/SAM/. The state's list of debarred organizations can be found on the State's Purchase and Contract web site www.doa.state.nc.us/pandc/.

Only DBE's listed in the DOT certified directory are counted toward DOT's goal in contracts that contain federal funds. Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals and compete for subcontracting work and will not be discriminated against on the basis of race, color, religion, sex, national origin, or disability. DBE Contractors must be certified and registered on the NCDOT Directory: www.ebs.nc.gov/VendorDirectory/default.html.

The successful Contractor(s) shall be required to comply with all applicable local, state and federal laws and regulations including Equal Employment Opportunity. Request for proposal packages are available by contacting Ifetayo Farrakhan at (910) 678-7624 or visiting <https://ccmunis.co.cumberland.nc.us/mss>.

A pre-proposal conference will be held on **April 6, 2022 at 10:00 a.m.** at the Historic County Courthouse, Room 107C, located at 130 Gillespie Street, Fayetteville, North Carolina. Proposers are not required to attend, however it is highly recommended. This conference is intended to provide Proposers with the opportunity to ask questions and/or receive clarification of any requirement in the RFP.

Cumberland County is seeking proposals for the following:

- Elderly and Disabled Medical Transportation (State)
- Rural General Public Transportation (State)
- Employment Transportation (State)
- Elderly and Disabled Non-Medical Transportation 5310 (Federal/State)
- Area Agency on Aging Medical Transportation (State)
- Area Agency on Aging General Transportation (State)

Insurance, Drug and Alcohol Testing, Americans with Disabilities Act adherence, and required training will be mandatory aspects of fulfilling this contract. Other Federal, State, and Local laws and requirements may apply.

The Community Transportation Program is funded in part by the County of Cumberland. Cumberland County and the Community Transportation Program retain the right to reject any or all proposals, to withdraw this solicitation at any time, to waive minor technicalities and informalities and to make an award deemed in its own best interest. Cumberland County is an equal opportunity employer.

I. INTRODUCTION

The Cumberland County Community Transportation Program is seeking interested, qualified contractors to provide transportation services in Cumberland County, North Carolina. Services are currently provided by private contractors under contract to Cumberland County, using contractor provided vehicles. Cumberland County will contract with successful Proposers to operate this service. The Cumberland County Community Transportation Program desires to sign multiple one (1) year competitive fixed unit cost contracts, for operation of the six programs. The county reserves the right to extend contracts for an additional 12 months or possibly for two twelve month increments if it serves to be in the best interest of the county.

The selected contractor(s) will provide management, dispatch, and operation of the transportation service. Maintenance of the aforementioned vehicles will be the responsibility of the contractor. Service includes subscription trips as well as those of a demand-response nature (1 day notice). The contractor will take requests for service from agency representatives. Riders include the physically and mentally disabled, the elderly and the general public. The selected contractor will be responsible for meeting all state, federal, and local requirements as specified in the RFP including, but not limited to, employee development and training, drug and alcohol testing, complying with scheduled vehicle maintenance, insurance coverage, safety, on-time performance, reporting, and billing, as well as any appropriate licensing and other legal requirements. Contractors are required to reconcile daily and monthly reports with the Community Transportation Program, all services performed under the contracts to include, dates, times, units, client names, destinations, and costs.

Definitions as used herein;

- a. The term "THE COUNTY" or the "County" is used interchangeably and refers to the purchaser, Cumberland County or Cumberland County Community Transportation.
- b. The term "request for proposal" (RFP) means a solicitation of a formal sealed proposal.
- c. The terms "proposal and offer" means the process and services offered by the Proposer in response to this RFP.
- d. The term "Proposer" is the contractor responding to this RFP.
- e. The term "Contractor" refers to the Proposer selected by the Cumberland County Community Transportation Program to perform service under this contract.
- f. The term "NCDOT" is the North Carolina Department of Transportation, which administers the ROAP (EDTAP, EMPL, RGP), and 5310 grant funding through the Public Transportation Division (PTD).
- g. The term "contract" means the legally-binding agreement between Cumberland County and the successful contractor(s) to perform the services described in this RFP.
- h. The term "unit" describes a measurement tool used to determine reimbursement. Units of service are defined as each and every time a passenger boards a vehicle at a location and alights at another location.
- i. The term "Community Transportation Program" refers to the collective entity that provides the management and administration for the funding and payment of all programs that are sub-allotted funding each year for transportation purposes.
- j. The term "Transportation Advisory Board" refers to the board made up of various individuals with experience in the human services and transportation fields in Cumberland County and is appointed by the County Commissioners. This organization serves the Community Transportation Program in an advisory capacity.
- k. The term "FTA" is the Federal Transit Administration, which is part of the US DOT and administers the federal (5310) grant funds through NCDOT/ Public Transportation Division.

II. EXISTING SERVICE

The Cumberland County Community Transportation Program provides curb to curb service (in some cases door to door) for clients within Cumberland County via contractual providers.

Trips provided by the contractor shall be billed on a per client unit basis. Requests for service are faxed or emailed to the contractor by the administrative staff one day in advance, by 3:00 pm, prior to the date of requested service. Coordination and dispatch of the vehicles to pick up the clients is the responsibility of the contractor.

The Community Transportation Program administrative staff consists of the Transportation Program Coordinator and two Office Assistants. The Transportation Program Coordinator oversees all aspects of the Community Transportation Program, including its operation and administration. All Community Transportation Program correspondence and any questions or concerns should be directed to the Transportation Program Coordinator.

Contracts:

Elderly and Disabled Medical Transportation (EDTAP): Transportation to medical appointments and pharmacy trips provided to clients who are 60+ years of age or disabled with doctor's verification. Clients live throughout Cumberland County.

Rural General Public Transportation (RGP): Transportation provided to residents who live in the rural areas of our County. Provides access to medical, shopping, education, and employment. (See map Attachment E – clients will reside in areas outside of the urban area boundary)

Urban Employment Transportation (EMPL): Transportation to school and work provided to residents who live inside or outside the urban areas of our County. (See map Attachment E – clients will reside in areas inside the urban area boundary)

Elderly and Disabled Non-Medical Transportation (5310): Non-medical transportation provided to clients who are 65+ years of age or disabled with doctor's verification. Clients live throughout Cumberland County.

Area Agency on Aging Medical (AAA Med): Transportation to medical appointments and pharmacy trips provided to clients who are 60+ years of age. Clients live throughout Cumberland County.

Area Agency on Aging General (AAA Gen): Transportation to nutrition sites provided to clients who are 60+ years of age. Clients live throughout Cumberland County.

Please note: 5310 funds are federal and state funds and have additional federal requirements. Please see "Federal and State Requirements and Special Conditions" Attachment.

III. SCOPE OF WORK

Contract Term

The term of any agreement arising from this RFP shall be for one year, commencing on the date transportation services are first rendered. Projected start date is July 1, 2022 and end date is June 30, 2023.

Service Hours

EDTAP, AAA Med, AAA Gen: Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm (with the exception of dialysis trips).

5310, RGP and EMPL: Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 p.m.

Special concessions shall be made by the contractor when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed.

Transportation will be provided on all holidays, except on Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those weeks (to make up for the holiday).

Wait Time/No-Shows/Cancellations

The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by client and the transport company driver.

In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by the contractor. In the event of a no-show, the contractor will not be compensated. However, the Community Transportation Program will enforce its no-show policy with the clients to the fullest extent possible. No-shows shall be reported by the contractor to the Community Transportation Program immediately. Cancellations shall be reported to the Community Transportation Program daily.

On-Time Performance

The Community Transportation Program requires a sixty (60) minute window on scheduled pickups (ninety (90) minute for Fort Bragg trips). Clients will be notified to always be ready one hour prior to appointment time (or one and one half hours for Fort Bragg). The Community Transportation Program policy states that there is a required ten (10) minute minimum wait time after arriving at a location to pick up a passenger. Contractor should not have clients on the vehicle for any period longer than the specified time frame. The contractor will provide a minimum of 95 percent (95%) on-time trips.

Service Area

All trips will be within Cumberland County which includes approximately 661 square miles.

Reservations

Administrative staff will authorize all trips and supply the contractor with reservation information. The contractor is not required to determine eligibility or receive service requests from individuals. In general, the contractor can expect to be notified no less than one day in advance of any reservations for demand-response trips and changes to subscription trips.

Fares

EDTAP, AAA Med, and AAA Gen: No fares or donations will be collected from passengers. The contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

5310, EMPL, and RGP: Fares will be collected from passengers. The driver and passenger will be required to sign a log, in order to verify that the fares had been paid, prior to receiving service. This log will be submitted to the Transportation Program Coordinator, along with the invoice, in order to receive payment. Fares will be approximately ten percent of the per unit trip cost. The contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

Attendants

The contractor will not supply attendants, but must allow a passenger an escort, if requested. The escort must board and exit at the same location as the eligible client. Neither the escort, agency, nor the Community Transportation Program will be charged for the escort.

Personnel

The contractor shall be solely responsible for the provision and satisfactory work performance of all employees as described by this Request for Proposal. The contractor shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. Without any additional expense to the Community Transportation Program or Cumberland County, the contractor shall comply with the requirements of employee liability, Worker's Compensation, employment insurance, Social Security, Department of Transportation Drug & Alcohol Testing and Program Management regulations, OSHA regulations, EPA laws and regulations, in addition to any and all other applicable laws. The Cumberland County Community Transportation Program shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by the contractor. The contractor shall not, without prior written notice to the Community Transportation Program remove, or re-assign the key management personnel identified in its proposal (e.g., Project Manager) at any time prior to or after execution of the contract. The contractor shall obtain the Community Transportation Program's written consent prior to entering any subcontract affecting the service.

Office Staff

The contractor shall supply a sufficient number of employees to staff the office at all required times and perform all necessary tasks associated with the service. The contractor will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. The contractor will staff the office with at least one person trained to perform radio dispatching functions and monitor telephones while vehicles are on the road providing service. This condition may be satisfied if the Owner/Director has mobile cellular phone technology at his/her disposal and can be contacted at ANY time during office hours without necessarily being within an office. An office space with a permanent fax machine must be available to accept new transportation requests from administrative staff at all times during normal business operating times.

Drivers

The contractor shall supply a sufficient number of properly qualified personnel to operate the equipment and to provide the services required. Each of the contractor's employees shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Community Transportation Program Coordinator annually for each driver.

Additionally, all of the contractor's employees who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

All drivers must receive the following training through programs approved by the Community Transportation Program and show proof of successful completion to the Community Transportation Program Coordinator within thirty days of completion.

- First Aid Training and CPR
- Drug & Alcohol Training
- OSHA Bloodborne Pathogens Training
- ADA Equipment and Safety Training
- ADA Sensitivity Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of the contractor. The contractor is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training be completed prior to providing service. Annual refresher training is required for all drivers. Copies of Red Cross certification must be submitted annually to the Community Transportation Program Coordinator. Random drug and alcohol testing in accordance with Department of Transportation Drug & Alcohol requirements found in 49 CFR Part 655 and Part 40 is also required.

Drivers will be required to maintain vehicle logs for each day of service documenting the pick up and drop off of passengers. Logs will include rider names, scheduled and actual pick-up times, addresses, number of units per trip, no-shows, and other pertinent information.

All drivers and safety sensitive employees are required to submit to drug and alcohol testing at the contractor's expense. Up to eighty-five percent (85%) of testing costs may be reimbursed to the contractor if proper documentation and invoices are submitted in a timely manner. Drug/Alcohol reimbursement invoices should be submitted monthly. If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are exhausted, the contractor must continue to follow drug testing procedures.

Vehicles

Vehicles are the responsibility of the contractor. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, state inspections, etc. are the responsibility of the contractor. The contractor, for the purposes of supplying transportation services for the Community Transportation Program, must own or lease its own vehicles. All vehicles must be clearly marked (minimum of three inch lettering) on the side of each vehicle with the contractor's name and phone number as to allow passengers to identify the vehicles.

Vehicles must have a wheelchair lift or be handicapped accessible (these vehicles must be ADA compliant (*see ADA accessibility attachment*)). The contractor must have at their immediate disposal backup vehicles. Cumberland County & the Community Transportation Program reserve the right to inspect vehicles during announced or unannounced times. The Contractor shall submit copies of vehicle registration, inspections, and a current insurance policy to the Community Transportation Program Coordinator annually.

Licensing

The contractor shall keep all vehicles fully licensed and inspected as required by the State of North Carolina and applicable local government agencies. Vehicles are not eligible for free license plates. The contractor must comply with all state and local vehicle registration, permitting and regulatory requirements.

Safety/Inspections

The contractor/employees shall perform daily pre-trip and post-trip safety inspections all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order at all times. The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected.

Additional safety requirements can be found in the System Safety Plan.

Maintenance

Vehicle maintenance shall be the responsibility of the contractor. The contractor shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards. Where duplicate recommendations exist, the contractor shall be required to maintain vehicles in accordance with the stricter standards. It shall be the contractor's responsibility to keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Community Transportation Program on request.

Damage

All physical damage to vehicles shall be repaired within 5 days of occurrence in a high quality manner, regardless of cause. All damage must be reported to the Transportation Program Coordinator in writing within 48 hours of the incident causing the damage.

Insurance

The contractor will provide Bodily Injury, Property Damage, Comprehensive and Collision Insurance for vehicles used to provide services under this Contract in the amounts specified below through an insurer acceptable to the Cumberland County Risk Manager, licensed to do business in North Carolina and will name Cumberland County as an additional insured. Contractor will be required to carry insurance (and furnish proof thereof) to the following minimum limits:

The minimum levels of financial responsibility are as prescribed for motor carriers of passengers pursuant to the provisions of 49 U.S.C. 10927(a)(1), which is \$5,000,000 for vehicles with a seating capacity of 16 passengers or more and \$1,500,000 for vehicles with a seating capacity of 15 passengers or less."

49 U.S.C. 10927(a)(1) is the Interstate Commerce Commission (ICC) regulation enforced by the Federal Motor Carrier Safety Administration (FMCSA), which has been recoded. The new code is 49 CFR 387.25, but it only applies to "for-hire motor carriers transporting passengers in interstate or foreign commerce."

The NC Utilities Commission regulates "for-hire" motor carriers that provide intrastate passenger service to the general public. The State of North Carolina has associated with the FMCSA regulation for interstate providers and adopted the same requirements for intrastate providers. Based on G.S. 62-268 "Security for the Protection of Public; Liability Insurance," the North Carolina Utilities Commission may require any greater amount of insurance as may be necessary for the protection of the public. The rules and regulations of the North Carolina Utilities Commission carry the same weight as law.

THEREFORE, the NC Utilities Commission and the Division of Motor Vehicles require that intrastate "for-hire" motor carriers that provide general public service must maintain the following minimum levels of financial responsibility:

\$1,500,000 for vehicles with a seating capacity of 15 passengers or less, and \$5,000,000 for vehicles with a seating capacity of 16 passengers or more.

Hold Harmless

The contractor agrees to protect, defend, indemnify and hold Cumberland County and the Community Transportation Program, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or cause of action of every kind and character in connection with or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent. Each policy of insurance shall contain the following clause: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the Community Transportation Program has received written notice of such cancellations or reduction."

The contractor will provide the Community Transportation Program, Cumberland County and the Transportation Program Coordinator proof of insurability to the prescribed limits as part of the proposal package and disclose deductibles and self-insured retainers. The contractor shall also identify its insurance agent(s) and underwriting company(s). This documentation must be in a form approved by State Insurance Commission.

Emergency Situations

In cases of accident, injury or traffic violation, the police or other appropriate authorities should be contacted. The driver should always be sent for drug and alcohol testing immediately where injuries are a result of an accident or incident. Contractor must always contact the Community Transportation Program Coordinator within 24 hours of such an event. A standard written accident report must be completed and turned in to the Transportation Program Coordinator within 48 hours. Included with this report shall also be a copy of the police report if applicable. In cases of emergency always dial 911 and seek medical assistance.

Billing

The contractor shall submit a detailed invoice which includes verified client units transported, as well as all supporting paperwork to the Transportation Program Coordinator on a monthly basis. Monthly invoices should be submitted by the 5th of each month following provision of service, directed to the Transportation Program Coordinator. Contingent upon preliminary verification of the invoice, the Transportation Program Coordinator will submit the invoice for payment within 15 days from the date the Transportation Program Coordinator receives the paperwork. Checks will be issued according to the Cumberland County Finance Department's check issuance schedule. The Community Transportation Program or Cumberland County Finance Department may, at any time, conduct an audit of any and/or all records kept by the contractor for this service. Any overpayment uncovered in such an audit may be charged against the contractor future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

Records and Reports

The contractor will be responsible for properly maintaining separate records and summaries for this service as deemed necessary by Cumberland County and the Community Transportation Program. The following are the types of information which the Community Transportation Program requires the contractor to keep.

Trip by Trip Records submitted daily

- Date and time of service
- Name of client and number of units

-- No-shows and cancellations

Proposal Cost

Proposers shall submit a proposal based on cost per unit. Proposers are required to submit a Cost Proposal (see attached form) under separate cover.

Confidentiality of Client Information

Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual, the agency and/or the Community Transportation Program.

Safety

The contractor will ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the contractor. Drivers must have the capabilities of using all safety equipment.

Drug and Alcohol Testing

In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Community Transportation Program has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. Contractor agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, contractor agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of the contract nor shall changes require contract modification.

All driver drug and alcohol testing will be completed through a testing site approved by the Community Transportation Program Coordinator. US Healthworks is the current approved site. The Community Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of the Contractor for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. This program takes effect immediately upon the execution of the contract.

Records

Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of the contractor. The contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

Meetings

The Community Transportation Program plans to hold Transportation Advisory Board meetings on a quarterly basis for the purpose of discussing service issues and proposed solutions and to maintain open and frequent communications. Occasionally, additional meetings may be required. The meetings are open to the public. Contractors are encouraged to attend.

Termination Conditions

Contracts may be terminated by either party upon thirty days prior written notice. In the event of termination prior to the normal expiration date of any contract, Cumberland County shall compensate the contractor for transportation provided to through and including midnight of the day of termination.

IV. SUBMISSION OF RFP

Questions, changes, and clarifications: To facilitate the clarification of requirements, Proposers are requested to submit questions in writing, no later than 1 business day prior to the pre-proposal conference to:

Ifetayo Farrakhan, Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301

Ifetayo Farrakhan is the Cumberland County Community Transportation Program Coordinator, and is the proper contact for questions regarding this procurement. The Community Transportation Program shall not be responsible in any manner for verbal answers or instructions regarding this RFP. All requests shall be addressed in writing by mail or by email to Ifetayo Farrakhan at ifarrakhan@co.cumberland.nc.us prior to close of business on **April 5, 2022**. All questions and clarification will be addressed at the Pre-Proposal Conference on **April 6, 2022**. No questions or requests for exemptions shall be considered after the Pre-Proposal Conference on **April 6, 2022**. All changes and/or clarifications to the RFP will be issued in an Addendum within three days after the Pre-Proposal Conference.

Selection process: An Evaluation Committee will review and analyze each response. Each proposal will be rated using a scale from 1-5, with 5 being excellent for each of the following criteria:

CRITERIA	WEIGHT
-- Proposal response	25%
-- Qualifications and Experience	25%
-- References	10%
-- Disadvantaged Business Enterprise (DBE) efforts	10%
-- Value for cost	30%

Interviews and/or negotiations may be conducted with each or any of the Proposers selected. Cost shall be considered, but will not be the sole determining factor. The Evaluation Committee may require that the Proposer's staff attend any oral interviews. The Evaluation Committee may also require that some vehicles be present for inspection.

After any requested interviews have been conducted, the Evaluation Committee shall make its recommendation to the Transportation Advisory Board. If the Transportation Advisory Board concurs with the recommendation to the Proposer(s), which, in its opinion, has made the best proposal, it shall recommend for award the contract to that Proposer(s) to the County Manager or the County Board of Commissioners.

Projected Schedule

RFP release	March 20, 2022
Pre-proposal Conference	April 6, 2022
Proposals due	April 18, 2022
Evaluation Committee review	April 21, 2022
Award	May 16, 2022
Start-up date	July 1, 2022

Conditions for Responding

1. Scope: The following terms and conditions shall prevail unless otherwise modified by the Community Transportation Program within this proposal document. The Community Transportation Program reserves the right to reject any proposal which takes exception to these terms and conditions.
2. Completing proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. The proposal cover letter must be signed by an authorized Proposer and all required information must be provided. A neatly typed document of reasonable length and using the forms provided is preferred. Expenses incurred in developing and submitting a proposal are borne entirely by the Proposer.
3. Confidentiality of proposal information: Each proposal and supporting documents must be submitted in a **sealed** envelope to provide confidentiality of the proposal information prior to the proposal opening. All proposals and supporting proposal documents become public information after contract award and are available for inspection by the general public.
4. Accuracy of proposal: Each proposal is publicly opened and the Proposer's name is made part of the public record. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the Proposer will complete the contract. In case of numerical discrepancy, unit costs shall prevail.
5. Submission of proposal: Proposals are to be sealed and submitted to the following address prior to the date and time indicated in the RFP packet:

Ifetayo Farrakhan, Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301

Service and Cost proposal packages should be submitted in separate, sealed envelopes labeled "Service Proposal for The Community Transportation Program" and "Cost Proposal for The Community Transportation Program". If the contractor is submitting more than one proposal, all cost proposals may go in one envelope.

Please submit one original and five copies of the Service Proposal. Only one original Cost Proposal should be submitted for each contract for which is being proposed.

Proposals will be **rejected** if they do not include all items as requested in the submittal checklist on page 26.

General Terms and Conditions

1. Assignment

The contract derived from this RFP shall not be sublet except with the written consent of THE COUNTY. No such consent shall be construed as making THE COUNTY a party to such subcontract, or subject THE COUNTY to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and all transactions with THE COUNTY must be through the Contractor.

2. Changes

THE COUNTY reserves the right to postpone the proposal due date for its own convenience and to reject any or all proposals, to withdraw this solicitation at any time, to waive minor technicalities and informalities and to make an award deemed in its own best interest. Proposals may be awarded without further discussion or notification of the Proposers.

Changes to the RFP will be made by addendum.

Change orders, once a contract is issued, must be approved by THE COUNTY in writing.

3. Changed Conditions of Performance (Including Litigation)

The Proposer agrees to notify THE COUNTY immediately of any change in law, conditions, or any other event that may significantly affect the Proposer's ability to perform the project in accordance with the terms of the Contract. In addition, the Proposer agrees to notify THE COUNTY immediately of any decision pertaining to the Proposer's conduct of litigation that may affect THE COUNTY interests in the Project. Before the Proposer may name THE COUNTY as a party to litigation for any reason, in any forum, the Proposer agrees to inform THE COUNTY.

4. Nonperformance

Failure to Perform – If the contractor is unable or fails to deliver a significant amount of the service as specified in the scope of work (as determined by THE COUNTY), the COUNTY shall pay the contractor the cost of transportation provided through and including midnight of the day of termination.

5. Conditional Proposals

Conditional proposals, or those which take exceptions to the specifications, may be considered non-responsive and will be rejected.

6. Contract Documents

This Request for Proposals, including, General Terms and Conditions and the Technical Specifications with notes or changes made thereon before signing, along with the Contractor's proposal, are the documents forming the Contract. The Contractor shall only be authorized to begin incurring costs on the project upon receipt of a properly executed "Notice to Proceed" from THE COUNTY.

7. Contractual Obligation of the Bidder/Proposer

Each proposal shall be submitted with the understanding that the acceptance in writing by THE COUNTY of the offer to supply services described therein shall constitute a contract between the Proposer and the purchaser, which shall bind the Proposer on his or her part to furnish and deliver at the proposed price in accordance with the conditions of said accepted proposal and specifications.

8. Errors and Omissions

The Proposer will not be allowed to take advantage of any errors or omissions in the specification. Full instructions to correct errors or omissions will be given to the Proposer, should errors or omissions be called to the attention of THE COUNTY.

9. Exclusionary or Discriminatory Specifications

THE COUNTY is prohibited by Federal and state law from using exclusionary or discriminatory specifications for work. If the Proposer believes that the specifications included in this solicitation are exclusionary or discriminatory, it should avail itself of the Protest Procedure described elsewhere in this document.

10. Financial Assistance Grant

The service described in this Request for Proposals are to be purchased, in part, with the assistance of monies from the North Carolina Department of Transportation and/or the Federal Transit Administration (FTA) of the U.S. Department of Transportation (USDOT). The successful Proposer and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the North Carolina Department of Transportation, the Federal Transit Administration, and THE COUNTY.

11. Governing Law

Each and every provision of this Request for Proposal and the resulting contract agreement shall be construed in accordance with and governed by North Carolina law. The parties acknowledge that this contract is executed in Cumberland County, North Carolina and that the contract is to be performed in Cumberland County, North Carolina. Each party hereby consents to the local court's sole jurisdiction over any dispute that may arise as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the local county.

12. Protest Procedures

(1) Any party aggrieved by a solicitation or award of a contract may protest to the Cumberland County Manager, in writing, within seven days after such aggrieved party knew or should have known of the facts giving rise thereto.

(2) Such protest shall include the detailed facts leading up to the protest.

(3) In the event that the County Manager is unable to settle and resolve any protest relating to the solicitation or contract award he will forward the matter to the full Board of Commissioners in the written format as received from the aggrieved party.

(4) After reviewing the written complaint and hearing comments from the aggrieved party, the Board of Commissioners will make their decision known, in writing, within 60 days of the meeting date. Such decision shall respond, in detail, to each substantive issue raised in the protest.

(5) A pending protest shall halt the procurement until the controversy is resolved, unless, in the opinion of the Commissioners, the award of the contract without delay is necessary to protect the substantial interests of THE COUNTY.

(6) The written decision of the Commissioners shall be final, binding, and conclusive on the parties.

(7) Protests should be transmitted to:

Amy Cannon
County Manager
117 Dick Street
Fayetteville, NC 28301

(8) Protests will only be entertained by the Federal Transit Administration if the aggrieved party is alleging that THE COUNTY does not have, or is failing to follow, written protest procedures.

(9) Pursuit of a protest beyond the decision of the Commissioners must take place in the appropriate State or Federal court holding jurisdiction.

13. Termination of Contract

This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay the contractor the cost of transportation provided to clients through and including midnight of the day of termination.

14. Attorney's Fees

Should the Contractor default pursuant to any of the provisions of this Agreement, the Contractor and its surety shall pay to THE COUNTY such reasonable attorney's fees as THE COUNTY may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

15. Single Proposal Response

If only one proposal is received in response to this RFP, the proposal will not be opened and re-advertisement with a new schedule will be posted.

16. Proposal Withdrawal

Proposals cannot be withdrawn once submitted to Ifetayo Farrakhan.

FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS

for
OPERATIONS and MANAGEMENT CONTRACTS

(SEE ATTACHED FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS)

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ____ day of _____, 20__, in the State of _____;

and the County of _____.

Notary Public _____

My Appointment Expires _____

ATTACHMENT B

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

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

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

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

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT C

CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

ATTACHMENT D

CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids/proposals of \$150,000 or more. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

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 _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES
(Must be completed and submitted for all bids/quotes requiring service)

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

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. ☐ Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

☐ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20____.

Signature of Affiant

Printed Name and Title

State of _____

County of _____

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

Notary Public _____

(SEAL)

My Appointment Expires _____

ATTACHMENT F

STATE OF NORTH CAROLINA
COUNTY OF _____

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

The agency shall include the certification in the procurement record.

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

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

Contractor Signature

Date

Printed Name

Title

State of

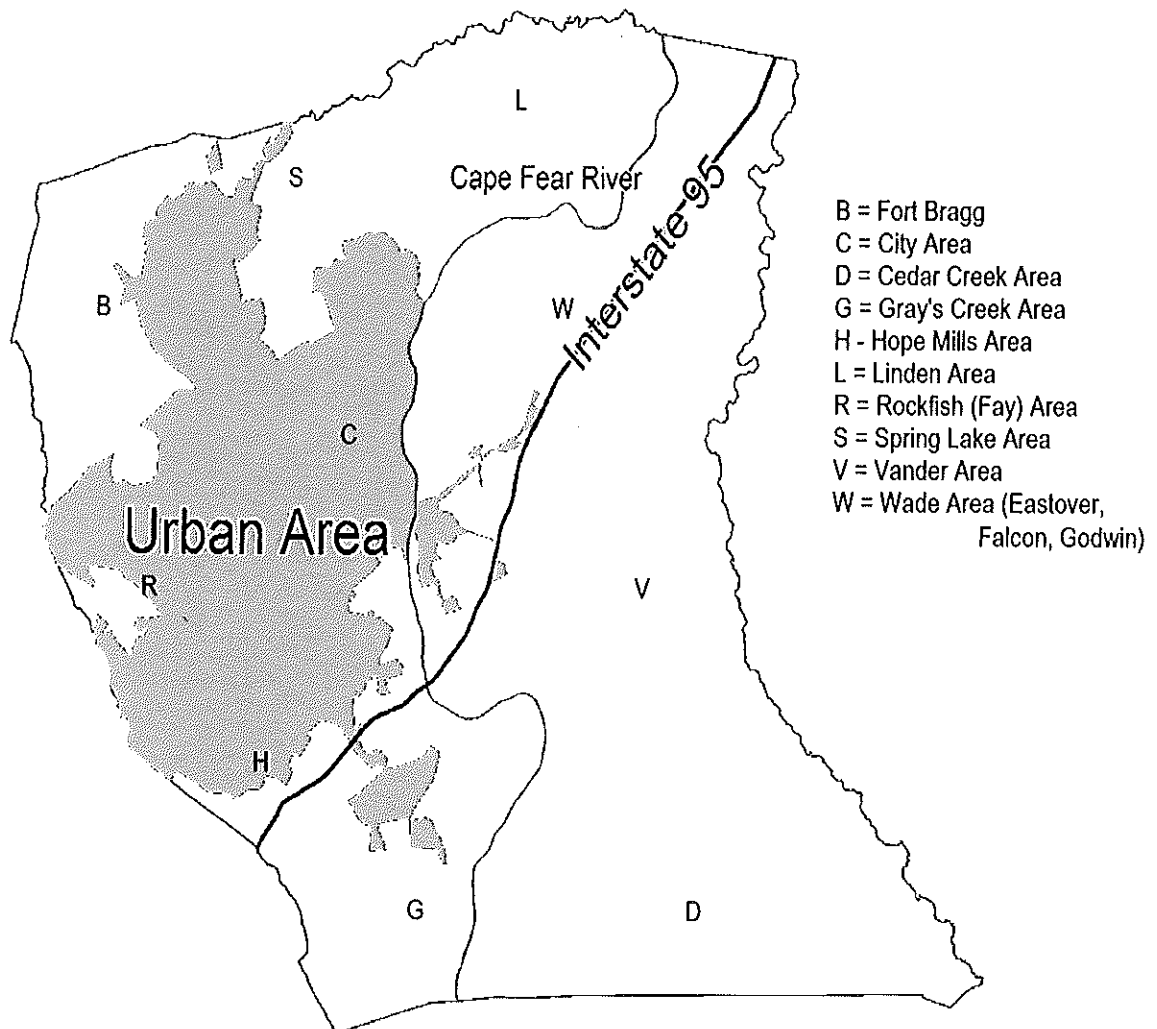
County of

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT G



V. SUBMITTAL PACKAGE

The following forms must be completed and submitted for a Proposer to be considered a candidate for the contracts described in the RFP. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms. Proposers should turn in the envelope separate from submittal package.

Submittal Checklist

Prior to submitting a proposal, the Proposer should use the following checklist to ensure completeness of the submission package. This form need not be submitted with the proposal.

- One (1) signed Cost Proposal Worksheet in sealed envelope (one per proposal contract)
- One (1) original and five (5) copies of the completed submittal forms package made up of the following documents:
 - Cover letter including a brief description of organization and intention to provide services for the program
 - Information and Qualification Proposal Worksheets
 - Manager's resumes
 - Written driving record from the State Motor Vehicles Division for all drivers
 - Copies of Red Cross certifications, if applicable
 - Articles of Incorporation, if applicable and all business licenses
 - Disadvantaged Business Enterprise (DBE) certification, if applicable
 - Statement of insurability or current insurance policy that shows the minimum insurance threshold listed within this RFP
 - Business References
 - Attachment A
 - Attachment B
 - Attachment C or D (**Only one shall be submitted to be eligible for award**)
 - Attachment E
 - Attachment F

Information and Qualification Proposal Worksheets
(Electronic copies are available upon request.)

1. General Information and Qualifications

A. Identification of Proposer

Name of Organization: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Federal Tax ID # _____

B. Name and Title of Individual to Contact for Further Information:

C. Legal Status of Organization: (Check one)

- ☐ For-profit corporation or joint venture corporation
- ☐ For-profit partnership or sole proprietorship
- ☐ Non-profit corporation
- ☐ Public agency
- ☐ Other (identify) _____

D. Description of Organization

Provide a brief description of the major business functions, history, and organizational structure (please provide copy of organizational chart) of the Proposer Organization. Attach and label as "Description of Proposer Organization."

E. Credit References

Attach names, addresses, phone numbers and relation to Proposer of at least three credit references including Proposer's bank. Label the attachment "Credit References."

F. Has Proposer, or any officer or partner of Proposer, failed to complete a contract?

Yes ____ No ____

If yes, give details on separate sheet labeled "Failure to Complete Contract."

G. Proposed subcontractors and consultants

Attach company name, contact, address, phone, and anticipated role of any proposed subcontractor and/or consultant; also include three references for each proposed subcontractor and consultant. Label these attachments "Proposed Subcontractors and Consultants."

H. Disadvantaged and Small Business Status

A Disadvantaged Business Enterprise (DBE) is defined as a business at least 51% of which is owned, operated, and controlled by minority group members, or in the cases of publicly owned businesses, at least 51% of which is owned, operated, and controlled by minority group members. "Minority Group Members" are defined as Blacks, Hispanics, Asian American, American Indians, Alaskan Natives, or women regardless of race or nationality. A Small Business is defined under Small Business Administration (SBA) section 8(a) rules. Please submit a printout from the NDCOT Directory of Certified DBE's to verify DBE Status. www.ebs.nc.gov/VendorDirectory/default.html

Check the appropriate status of Proposer's business:

DBE _____ Small Business _____

Neither DBE or Small Business _____

I. Vehicles

Does Proposer understand that providing its own vehicles is a necessary component of this proposal?

Yes _____ No _____

Attach descriptions and pictures of proposed vehicles (year, manufacturer, model, number of miles, seating capacity, ADA accessibility, etc.). Label "Proposed Vehicles."

Proposer must provide documentation that accessible vehicles are ADA compliant. These vehicles must meet all vehicle, lift or ramp, wheelchair station, lighting, signage, and any other ADA requirements specified in 49 CFR 38 (*see ADA accessibility attachment*).

J. Is any litigation pending against Proposer or any officer or partner of Proposer's organization?

Yes _____ No _____

If yes, give details on separate sheet labeled "Pending Litigation."

K. Service References

Please tell us about (up to three) similar contracts which the Proposer organization has provided service under. Label additional pages "Service References".

Service Reference # _____

Firm Name: _____

Street: _____

City, State, Zip Code: _____

Contact Person: _____ Telephone Number: () _____

Length of Service: from _____ to _____

Please describe the services Proposer provided to this organization by checking as many of the following as apply:

____ Fixed Route

____ Demand Response (Paratransit)

____ Other (describe) _____

____ Charter

____ Daily School Bus Service

Average number of miles operated per weekday: _____

Days of operation: _____

Average number of vehicles operated per weekday: _____

Types of vehicles operated: _____

Types of users (ex. general public, disabled, etc.): _____

Please use additional sheets to provide any further information about this reference. Label "Additional information: Service Reference #____".

2. Maintenance Program

Describe how the program Proposer will follow for maintenance, inspection and cleaning of vehicles.

3. Driver Standards

Please describe Proposer's current hiring standards and training and safety programs for drivers. Additionally, please describe your current drug and alcohol policy and testing procedures (Note: Testing must comply with those of the Community Transportation Program upon execution of contract).

4. Service Description

Please provide a detailed description of how Proposer plans to provide this service. The description should demonstrate understanding of the program as detailed in this RFP. Additionally, any minimum requirements which Proposer proposed to exceed should be described. The description should include, but by no means be limited to, Proposer's plan for scheduling and dispatch, administration, management and support, use of radios or cell phones, etc.

5. Implementation and Management Plan

Describe Proposer's strategy and timeline for implementing transportation services. Describe the management structure for this contract. Emphasis should be on a timely, thorough implementation plan and the assurance of service quantity, quality, and efficiency.

6. Safety Policy and Emergency Procedures

In this section, the Proposer should state the company policy on safety and also describe procedures for handling emergency situations.

The Proposer, _____, hereby certifies and affirms to the truthfulness and accuracy of the information provided in the above Information and Qualification Proposal Worksheets Form.

Date

Signature of Proposer

Name and Title of Proposer

EDTAP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

RGP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

EMPL Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

AAA Medical Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

AAA General Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

5310 Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Proposer to make the preceding proposal and bind Proposer accordingly.

Proposer _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS for ROLLING STOCK PURCHASES

1. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement, FTA MA (23), dated October 1, 2016; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement & Lessons Learned Manual", October 2016; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, dated December 26, 2014, will supersede and apply in lieu of U.S. DOT's common grant rules, 49 C.F.R. parts 18 and 19, State and Local Governments and Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and any subsequent amendments or revisions thereto.

THE FOLLOWING MAY BE USED SYNONYMOUSLY:
"BIDDER" AND "CONTRACTOR"
"PURCHASER", "PROCURING AGENCY" AND "OWNER"

2. Federal Changes

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

1. FTA's new authorizing legislation, 49 U.S.C. chapter 53, as amended, by the following:
 - a. The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,
 - b. The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the "Surface Transportation and Veterans Health Care Choice Improvement Act of 2015," Public Law No. 114-41, July 31, 2015, and other authorizing legislation to be enacted and
 - c. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU technical Corrections Act of 2008, Public Law No 100-244, June 6, 2008.
2. Continuing resolutions or other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2016.
3. Title 23, U.S.C. (Highways)
4. Other federal legislation FTA administers, as FTA so determines.

3. Notification of Federal Participation

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

4. Definitions

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

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

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

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

5. Conflict of Interest

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

6. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352(b) (5), as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.); 2 C.F.R. §200.450, and 2 C.F.R. Part 200 appendix II (j). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

7. Civil Rights Laws and Regulations

The following Federal Civil Right laws and regulations apply to all contracts and flow down to all third party contractors and their contracts at every tier.

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

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

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

(a) Race, Color, Religion, National Origin, Disability, Age, Sex, Sexual Orientation, Gender Identity, or Status as a Parent - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act, 28 C.F.R. § 50.3, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including gender identity), disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor agrees to comply with FTA Circular 4704.1A Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients, dated October 31, 2016.

(b) Equal Employment Opportunity Requirements for Construction Activities. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-

1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal regulations, "Miscellaneous Civil Rights Amendments (RRR)," pertaining to nondiscrimination on the basis of disability within 49 C.F.R. Parts 27, 37, and 38 were published in 79 Fed. Reg. 21402, April 16, 2014; and
- (12) FTA Circular 4701.1, Americans with Disabilities Act (ADA) Guidance, dated November 4, 2015.
- (13) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

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

(7) **Environmental Justice.** (According to the Master Agreement, this section is now under Environmental and applicable for Environmental Studies)

(8) **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.

(9) **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.

(10) 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.

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

8. Contracting with Disadvantaged Business Enterprises

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

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

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

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

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

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

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

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

As part of its DBE program, the Procuring Agency must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid. The Contractor understands and agrees that as a condition of being authorized to bid on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR§ 26.49.

*The requisite "Transit Vehicle Manufacturer's Certification" is included as ATTACHMENT B and **MUST** be completed and executed for ALL contracts and submitted with the bid or quote.*

A BID OR QUOTE THAT IS SUBMITTED WITHOUT THE CERTIFICATION WILL NOT BE CONSIDERED FOR AWARD.

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

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and 2 C.F.R. Part 200, Appendix II (g). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387) and 2 C.F.R. Part 200, Appendix II (g).

10. **Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

11. **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. § 5323(c)(2)), as amended by MAP-21, ; 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 were published in the Federal Register, 78 Fed. Reg. 8963, February 7, 2013; 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 "Efficient environmental reviews for project decision making", 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, "Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006. Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319 Accelerated Decisionmaking in Environmental Reviews," dated January 14, 2013, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

12. Cargo Preference - Use of United States-Flag Vessels

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

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

13. Buy America

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts.

The contractor agrees to comply with 49 U.S.C. 5323(j), 49 C.F.R. part 661, and the FAST Act Section 3011, effective date October 1, 2015, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. § 661.11. Train Control, Communication and Traction Power Equipment. For purposes of Buy America, rolling stock includes train control, communication, and traction power equipment (49 U.S.C. 5323(j) (2) (C)). See also 49 CFR 661.11(t), (u), and (v). The domestic content requirement in effect on the date a contract was signed for train control, communication, and traction power equipment will control. If the contract is signed in FY2016 or FY2017, the contract shall require an overall domestic content that exceeds 60 percent; if a contract is signed in FYs 2018 or 2019, the contract must include an overall domestic content percentage that exceeds 65 percent; and if a contract is signed in FY2020 or beyond, the domestic content must exceed 70 percent.

For purchase orders placed against State schedules on or after October 1, 2015, for rolling stock that will be delivered in FY 2016 or 2017, the domestic content requirement must exceed 60%. For purchase orders placed against State schedules for rolling stock that will be delivered in FYs 2018 or 2019, the domestic content must exceed 65%, and for purchase orders placed against State schedules for rolling stock that will be delivered in FY 2020 or beyond, the domestic content must exceed 70%.

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

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

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

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

14. Fly America

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. First tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

a) *Definitions.* As used in this clause--

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

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

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

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

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

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

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

15. Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, 2 C.F.R. § 200.213, and 2 C.F.R. Part 200 Appendix II (I). These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any

tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), at <https://www.sam.gov/> in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 and 12689. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

If the Procuring Agency or NCDOT suspends, debars, or takes similar action against a Contractor or subcontractor, the NCDOT will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the NCDOT is located or implements the Project,
- (b) FTA Headquarters Manager that administers the Grant, or
- (c) FTA Chief Counsel, and
- (d) NCDOT/Public Transportation Division.

The requisite Debarment and Suspension Certification is included as ATTACHMENT E (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. Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

Pre-Award Audit:

The two lowest bidders, determined at bid opening, will be required to submit the following information within three working days of the Purchaser's request. Pre-award information may also be submitted with the bid.

- (1) Buy America Requirements: (for contracts of \$150,000 and more)

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 13. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that the applicable* cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

- a) the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
- b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of the final assembly; and
- c) a copy of the letter from FTA granting a waiver on the vehicle(s) for all or part of the Buy America requirement under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act (STAA) of 1982, as amended;

**For purchase orders placed against State schedules on or after October 1, 2015, for rolling stock that will be delivered in FY 2016 or 2017, the domestic content requirement must exceed 60%. For purchase orders placed against State schedules for rolling stock that will be delivered in FYs 2018 or 2019, the domestic content must exceed 65%, and for purchase orders placed against State schedules for rolling stock that will be delivered in FY 2020 or beyond, the domestic content must exceed 70%.*

(2) Federal Motor Vehicle Safety Standards (FMVSS) Certification: (must be completed for all purchases)

The Contractor shall submit:

- a) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or
- b) the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.

(3) Solicitation Specification Requirements:

The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

Please refer to EXHIBIT I regarding computation of component and subcomponent parts.

Post-Delivery Audit:

Upon completion of the vehicle(s), and prior to filing of the title, the successful bidder shall provide the information indicated in 1-3 above. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy America compliance shall be cause for rejection of the vehicle(s).

Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

*Note - The term "manufacturer" shall include, but not be limited to, the chassis manufacturer; the secondary manufacturer; a second party providing additions or modifications to the vehicle, and/or the bidder.

The two lowest bidders, determined at bid opening, will be required to submit the Pre-Audit information within three (3) working days of the Purchaser's request. This information may also be submitted with the bid. This pre-award audit information is required to be eligible for award of the bid. Failure to comply with this requirement shall be cause for rejection of the bid.

17. **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.

18. **Termination or Cancellation of Contract**

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier, as referenced in 2 C.F.R. § 200.339 and 2 C.F.R. Part 200, Appendix II (B).

Termination for Convenience - The Owner 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 best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Owner to be paid the Contractor. If the Contractor has any property in its possession belonging to Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs.

Termination for Default (Breach or Cause) - If the Contractor does not deliver services in accordance with the contract delivery schedule, or if the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Owner 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.

Opportunity to Cure - The Owner, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Owner setting forth the nature of said breach or default, 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 Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

19. **Violation and Breach of Contract, Rights and Remedies**

All contracts in excess of \$150,000 shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate as provided in 2 C.F.R. § 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Rights and Remedies of the Owner - The Owner shall have the following rights in the event that the Owner deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include the Contractor and any subsequent named subcontractor.

Rights and Remedies of the Contractor - Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Owner, the Contractor expressly agrees that no default, act or omission of the Owner shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Owner directs Contractor to do so) or to suspend or abandon performance.

Remedies - Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the Owner will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the Owner takes action contemplated herein, the Owner will provide the Contractor with sixty (60) days written notice that the Owner considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

If there is credible evidence that a Third Party Participant (Contractor) has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Federal funding, notification of FTA is required.

If a legal matter as described above emerges, the Owner must promptly notify the NCDOT, which in turn will notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or FTA Regional Counsel for the Region (IV).

20. Resolution of Disputes

All contracts in excess of \$150,000 shall contain contractual dispute and remedies as appropriate as provided in 2 C.F.R. § 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

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.

Alternative Dispute Resolution – The Owner and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the Owner and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Owner's direction or decisions made thereof.

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

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

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

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

21. Protest Procedures

To ensure that protests are received and processed effectively the Owner shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Owner before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Owner'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.

The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of NCDOT's final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest.

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.

22. Contract Work Hours and Safety Standards for Awards Not Involving Construction

For all contracts in excess of \$100,000 the Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5 and as referenced in 2 CFR part 200 Appendix II (E).

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

23. No Federal Government Obligations to Third Parties

The No Obligation clause extends to all third party contractors and their contracts at every tier.

The Owner 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 Owner, 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.

24. Program Fraud and False or Fraudulent Statements or Claims and Related Acts

The Program Fraud clause requirements extend to all third party contractors and their subcontracts at every tier.

(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. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, 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, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, 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.

25. Access to Records and Reports and Record Retention

The record keeping and access requirements extend to all third party contractors and their contracts at every tier. Under 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336, FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

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

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of

at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

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, invoices, 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) and 2 C.F.R. § 200.336.

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.

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

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for a period of 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.

26. Bus Testing Program

The Bus Testing requirements pertain only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. The PROCURING AGENCY is responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. Part 665.

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the PROCURING AGENCY.

The Contractor [Manufacturer] agrees to comply with FTA regulations, "Bus Testing," 49 C.F.R. Part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended by MAP-21 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

The Bus Testing Certification is included as ATTACHMENT F and must be executed for ALL contracts prior to the award of the contract.

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 USDOT, whether or not expressly set forth in the preceding contract provisions. In order to comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements, all contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, the current Master Agreement, and 2 C.F.R 200 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 requests which would cause the Procuring Agency 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 Owner of this 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 Owner or its agents who are involved in the delivery or processing of contractor goods to the Owner. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

30. Safe Operation of Motor Vehicles

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier. In compliance with Federal Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402 (Increasing Seat Belt Use) and Executive Order No. 13513 Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009,

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

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

31. 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 sub-contracts using exclusionary or discriminatory specifications or requirements.

32. 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.

33. North Carolina State Ethics Requirement

Pursuant to 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 and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
 - (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

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

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

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

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

34. Sensitive Security Information

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

35. National Intelligent Transportation Systems Architecture and Standards *(applicable to ITS projects)*

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice,

"FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001 and all other federal guidance.

36. **NC E-Verify Requirements**

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements by executing and submitting the E-verify Affidavit included in this Invitation for Bids as **Attachment G**. *(Form required for all equipment requiring installation)*

EXHIBIT I

PRE AWARD AND POST DELIVERY AUDIT REQUIREMENTS:

Component Cost requirements of the manufacturer to meet Buy America:

The cost of components that are produced in the US (domestic) must be more than 60% of the cost of all the components of a vehicle and final assembly takes place in the US.

For a component to be domestic, more than 60% of the subcomponents cost must be of domestic origin and manufacture of component must be in US

Level of documentation of costs required must comply with 661.11(o)(1):

The cost of a component or a subcomponent is the price that a bidder or contractor must pay to a subcontractor or supplier for that component or subcomponent.

The cost used in the computation of domestic content may include appropriate fully allocated costs of the component or subcomponent, which would include overhead and profit allocation.

Costs may be presented in percentage form or dollar amount.

Domestic Content Example

<u>Item</u>	<u>Total Cost of Components</u>	<u>Percent/Domestic</u>
One bus (ABC Mfr.)	\$100	At least 60% of total cost

60% Domestic Component

<u>Component</u>	<u>Domestic content</u>
1. Engine (X Co.)	\$30 (30% of total component cost)
2. Transmission (Y Co.)	\$20 (20% of total component cost)
3. Wheels (Z Co.)	<u>\$15</u> (15% of total component cost)
Subtotal	\$65 (65% of total component cost) (5% more than required; no further components needed)

Breakdown of components for domestic sub-component content

<u>Sub-component</u>	<u>Domestic content</u>
1. Engine (total cost \$30)	
a) Valves (A Co.)	\$12.00 (40% of cost of engine)
b) Block (B Co.)	<u>\$10.50</u> (35% of cost of engine)
Subtotal	\$22.50 (75% of cost of engine) (15% more than required)
2. Transmission (total cost \$20)	
a) Gears (C Co.)	\$ 4.00 (20% of cost of trans.)
b) Housing (D Co.)	<u>\$ 8.00</u> (40% of cost of trans.)
Subtotal	\$12.00 (60% of cost of trans.) (minimum percent achieved)
3. Wheels (total cost \$15)	
a) Castings (F Co.)	<u>\$10.00</u> (66.7% of cost of wheels)
Subtotal	\$10.00 (66.7% of cost of wheels) (6.7% more than required)

APPENDIX 1

SAMPLE BUS AND VAN SPECIFICATION CHECKLIST

This checklist is based on the provisions of Subpart B of 49 CFR Part 38, the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

All dimensions listed are subject to conventional engineering tolerances, including anticipated normal wear not exceeding accepted industry-wide standards and practices.

For each required specification included below, indicate in the left-hand margin if the vehicle meets the specification, does not meet the specification, or the specification is not applicable to the vehicle being inspected. If the vehicle does not meet the specification, note actual measurements in the space provided to the right. Indicate actual measurements clearly.

For some specifications (such as lift design load, securement strength, etc.), it may be appropriate to refer back to the manufacturer's information that was provided with the vehicle

GENERAL INFORMATION

Name of Public Entity	
Fleet Number Assigned by Public Entity/Contractor (if applicable):	
Type of Vehicle: (check one)	
• Van	
• Bus (22 feet in length or under)	
• Bus (greater than 22 feet in length)	
Make/Model	
Year	
Name of Person Conducting Review	
Signature	
Date	

LIFT SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	The design load of a lift must be at least 600 pounds. Working parts must have a safety factor of at least six. Non-working parts shall have a safety factor of at least three. [§ 38.23(b)(1)]	
	Controls must be interlocked with the brakes, transmission, or door so that the vehicle cannot move unless the interlock is engaged. [§ 38.23(b)(2)(i)]	
	Controls must be "momentary contact type" (meaning they require constant pressure) and must allow the up/down cycle to be reversed without causing the platform to "stow" while occupied. [§ 38.23(b)(2)(i)]	
	Lifts must be equipped with an emergency backup system. The emergency backup system shall be capable of being operated both up and down without the platforms "stowing" while occupied. [§ 38.23(b)(3)]	
	Must be designed so that in the event of a power failure, the platform cannot fall faster than 12 inches per second. [§ 38.23(b)(4)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Must have an inner barrier or inherent design feature to prevent the mobility aid from rolling off the side closest to the vehicle until the platform is in its fully raised position. [§ 38.23(b)(5)]	
	Side barriers must be at least 1 1/2 inches high. [§ 38.23(b)(5)]	
	The "loading-edge" (or outer) barrier shall be sufficient to prevent a power wheelchair from riding over or otherwise defeating it. If this barrier is automatic, it must close when the platform is no more than 3 inches off the ground. If the outer barrier is to be driver operated, it must have an interlock or inherent design that prevents the platform from being raised until the barrier is closed or other system is engaged. [§ 38.23(b)(5)]	
	The platform surface must be slip resistant with no protrusions over 1/4 inch. [§ 38.23(b)(6)]	
	The platform must be at least 28 1/2-inches wide measured at the platform surface and at least 30 inches wide measured from 2 inches above the platform surface to 30 inches above the surface. It must also be at least 48 inches long measured from 2 inches above the surface to 30 inches above the surface. [§ 38.23(b)(6)]	
	Gaps between the platform surface and any barrier can be no more than 5/8 inch. Semi-automatic lifts can have a handhold in the platform that measures no more than 1 1/2 inches by 4 1/2 inches. [§ 38.23(b)(7)]	
	When in the fully raised position, the platform surface must be vertically within 5/8 inch of the finished floor and horizontally within 1/2 inch of the finished floor. [§ 38.23(b)(7)]	
	The ramp from ground to platform (often the lowered outer barrier) must have a slope of no more than 1:8 for a maximum rise of 3 inches (i.e., if platform is 1 inch off the ground, ramp must be at least 8 inches long). If the threshold from ground to ramp (i.e., the thickness of the ramp material) is more than 1/4 inch, it must be beveled with a slope no greater than 1:2. [§ 38.23(b)(8)]	
	The platform must not deflect more than 3 degrees in any direction when a 600-pound load is placed on the center of the platform. [§ 38.23(b)(9)]	
	The platform must raise or lower in no more than 6 inches per second. The platform must be stowed or deployed in no more than 12 inches per second. Horizontal acceleration can be no more than 0.3 g. [§ 38.23(b)(10)]	
	Components of a lift must be designed to allow boarding in either direction. [§ 38.23(b)(11)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Must be equipped with two handrails that move in tandem with the lift platform. Handrails must be 30-38 inches above the platform surface and must have a useable grasping area of at least 8 inches. Handrails must be capable of supporting 100 pounds, must have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and must have at least 1 1/2 inches of "knuckle clearance." [§ 38.23(b)(13)]	
	Lifts may be marked to identify the preferred standing position. [§ 38.23(b)(12)]	

RAMP SPECIFICATIONS (IF APPLICABLE)

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Ramps 30 inches or greater in length must have a design load of 600 pounds. Ramps under 30 inches in length must have a design load of 300 pounds. [§ 38.23(c)(1)]	
	Ramp surface must be continuous and slip resistant. Protrusions can be no more than 1/4 inch. [§ 38.23(c)(2)]	
	Ramps must be at least 30 inches wide. [§ 38.23(c)(2)]	
	Ramps must accommodate both three-wheeled and four-wheeled mobility aids. [§ 38.23(c)(2)]	
	If the threshold from the ground to the ramp surface exceeds 1/4 inch, it must be beveled with a maximum slope of 1:2. [§ 38.23(c)(3)]	
	Side barriers, at least 2 inches high, must be provided. [§ 38.23(c)(4)]	
	Ramps must have the least slope practicable. When the ramp is deployed to ground, the slope cannot exceed 1:4 (i.e., for a vehicle with a finished floor 12 inches above the ground, a 48-inch ramp would be needed). When deployed to a 6-inch curb the following maximum slopes would apply: Finished floor height above 6-inch curb <ul style="list-style-type: none"> • 3 inches or less – maximum slope of 1:4 • 6 inches or less, but more than 3 inches – maximum slope of 1:6 • 9 inches or less, but more than 6 inches – maximum slope of 1:8 • Greater than 9 inches – maximum slope of 1:12 [§ 38.23(c)(5)]	
	The ramp must be firmly attached to the vehicle. [§ 38.23(c)(6)]	
	Gaps between the ramp and vehicle finish floor can be no more than 5/8 inch. [§ 38.23(c)(6)]	
	A compartment or securement system must be provided for the ramp to keep it from impinging on the space set aside for mobility aid users and to keep it from becoming a hazard in the event of a sudden stop. [§ 38.23(c)(7)]	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Handrails are not required. If they are provided, however, they must support 100 pounds, be 30 to 38 inches above the ramp surface, have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, and be continuous for the full length of the ramp. [§ 38.23(c)(8)]	

SECUREMENT AREA

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Vehicles over 22 feet in length must have two (2) securement locations. Vehicles 22 feet and under must have one (1) securement location. Vehicles are to be measured from the front-most part to the rear-most item (including the bumpers). [§ 38.23(a)]	
	<p>Wheelchairs and mobility aids must be oriented as follows:</p> <ul style="list-style-type: none"> For vehicles greater than 22 feet in length, at least one securement position must be forward facing. Other securement areas can be either forward or rear facing. For vehicles 22 feet in length or less, the one required position can be either forward or rear facing. <p>[§ 38.23(d)(4)]</p>	
	If wheelchair and mobility-aid users are secured in a rear-facing orientation, a padded barrier must be provided. The barrier must be 18 inches wide and extend from 38 inches to 56 inches above the floor. [§ 38.23(d)(4)]	
	<p>Securement systems must have the following design loads:</p> <ul style="list-style-type: none"> For vehicle with a GVWR of 30,000 pounds or more: 2,000 pounds for each strap/clamp and 4,000 pounds per mobility aid. For vehicles with a GVWR of less than 30,000 pounds: 2,500 pounds per clamp/strap and 5,000 pounds per mobility aid. <p>[§ 38.23(d)(1)]</p>	
	Securement area must be located as close to the accessible entrance as possible. [§ 38.23(d)(2)]	
	A clear floor area of 30 inches wide by 48 inches long must be provided for each securement area. This can include an area up to 6 inches under a seat as long as there is a vertical clearance of at least 9 inches. If flip-seats are utilized, they cannot obstruct the required floor area. The required floor area can overlap the access path (the path of travel from the accessible entrance to the securement area). [§ 38.23(d)(2)]	
	The securement system must accommodate all common wheelchairs and mobility aids (any mobility aid not exceeding 30 inches in width and 48 inches in length and weighing no more than 600 pounds when occupied) and be operable by someone with average dexterity that is familiar with the system. [§ 38.23(d)(3)]	
	Securement systems must keep mobility aids from	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	moving no more than 2 inches in any direction. [§ 38.23(d)(5)]	
	The securement system must be located to be readily accessed when needed but must not interfere with passenger movement or be a hazard to passengers. It should also be reasonably protected from vandalism. [§ 38.23(d)(6)]	
	A seat belt and shoulder harness must be provided for each securement position. The seat belt and shoulder harness must be separate from the securement system for the mobility aid. [§ 38.23(d)(7)]	
	A sign must be provided which indicates that the securement area is to be used by persons who use wheelchairs and mobility aids. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(b), § 38.27(c)]	

GENERAL VEHICLE SPECIFICATIONS

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Aisles, steps, and floor areas must be slip resistant. [§ 38.25(a)]	
	Step edges, thresholds, and the boarding edge of ramps or lift platforms must have a band of color that contrasts with the step/floor surface. Typically, white or bright yellow is used to contrast against dark floors. [§ 38.25(b)]	
	<p>The height of doors at accessible entrances and the interior height along the path of travel between accessible entrances and securement areas shall be as follows:</p> <ul style="list-style-type: none"> • For vehicles 22 feet or longer, the clearance from the raised lift platform or the ramp surface to the top of the door must be at least 68 inches. • For vehicles less than 22 feet, the overhead clearance must be at least 56 inches. <p>[§ 38.25(c)]</p>	
	At least one set of forward-facing seats must be designated as priority seats for persons with disabilities. Signs identifying these as priority seats must be provided. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 5/8 inch. Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with the sign's background color. [§ 38.27(a), § 38.27(c)]	
	Interior handrails and stanchions should not interfere with the path of travel of a common wheelchair from the accessible entrance to the securement areas. [§ 38.29(a)]	
	<p>Handrails and stanchions shall be provided in the entrance area and through the fare collection area to assist persons with disabilities as they enter and pay a fare. Some portion of this handrail/stanchion system must be able to be grasped from outside the vehicle to assist persons as they start to board. Handrails shall have a cross-sectional diameter of 1 1/4 to 1 1/2 inches, shall provide a minimum of 1 1/2 inches of "knuckle clearance," and shall have eased edges with corner radii of not less than 1/8 inch.</p> <p>On vehicles 22 feet in length or longer which have fare collection systems, a horizontal assist shall be provided across the front of the vehicle to allow a person to lean against the assist while paying a fare. [§ 38.29(b)]</p>	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	Handrails and stanchions shall also be provided to assist with on-board circulation, sitting and standing, and exiting the vehicle. [§ 38.29(b)]	
	For vehicles longer than 22 feet, an overhead handrail or handrails shall be provided which are continuous from front to back except for a gap at the rear doorway. [§ 38.29(c)]	
	For vehicles longer than 22 feet that have front door lifts or ramps, vertical stanchions immediately behind the driver shall either terminate at the lower edge of the aisle-facing seats or be "dog-legged" so that the floor attachment does not impede or interfere with wheelchair footrests. [§ 38.29(e)]	
	If the driver's seat must be passed by a wheelchair user, the pedestal shall not extend into the aisle or vestibule beyond the wheel housing, to the maximum extent practicable. [§ 38.29(e)]	
	Lighting of at least 2 foot-candles, measured on the step treads or lift platform, shall be provided in the step well or doorway immediately adjacent to the driver. Lighting shall activate when the door is opened. [§ 38.31(a)]	
	Other step well and doorways shall have similar lighting at all times. [§ 38.31(b)]	
	Lighting of at least 1 foot-candle shall be provided outside all doorways to illuminate the street surface for an area up to 3 feet perpendicular to the bottom step tread outer edge. Lighting shall be located below window level and shall be shielded to protect the eyes of entering and exiting passengers. [§ 38.31(c)]	
	Fareboxes are to be located as far forward as possible and must not obstruct traffic in the vestibule area, particularly wheelchairs and mobility aids. [§ 38.33]	
	Vehicles in excess of 22 feet used in multiple-stop, fixed route service must be equipped with a public address system. [§ 38.35(a)]	
	For vehicles in excess of 22 feet where passengers are permitted to exit at multiple stops at their option, a "stop request" control must be provided adjacent to the securement locations. The system shall provide both auditory and visual indications that the stop has been requested. Controls shall be located from 15 to 48 inches above the floor, shall be operable with one hand, shall not require tight grasping, pinching, or twisting of the wrist, and shall be activated by a force no greater than 5 lbf. [§ 38.37]	
	If destination or route information is displayed on the exterior of a vehicle, illuminated signs shall be	

Meets/Does Not Meet/NA	Specification [Regulation]	Note Actual Measurement
	<p>provided at the front and boarding side of the vehicle. Characters on these signs shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. Minimum character height (using a capital X) shall be 1 inch for signs on the boarding side and 2 inches for front "head signs." Wide spacing shall be used (generally the space between letters shall be 1/16 the height of upper case letters). Letters must contrast with background color. [§ 38.39]</p>	

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2023034

COUNTY OF CUMBERLAND

This amendment to increase Service Contract 2023034 for RGP funding by and between **Famiks Transport, Inc.** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS the CONTRACTOR and the COUNTY wish to amend the contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective December 18th, 2023, the COUNTY and the CONTRACTOR mutually agree that the not to exceed amount of the contract will increase from 7,686.00 to \$46,036.00 for the fiscal year 2024, July 1, 2023 to June 30, 2024.
2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This is effective the 18th day of December 2023.

Famiks Transport, Inc.

E. S. Scalet
Title: CEO

County of Cumberland

Chairman to the Board of Commissioners

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

Approved for Legal Sufficiency upon formal execution by all parties:

BY: Vicki Evans
Finance Director

BY: J. Myford
County Attorney's Office



BUDGET AND PERFORMANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR

DATE: 1/10/2024

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENT FOR THE
JANUARY 16, 2024 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund 101

1) Emergency Services Grants – Budget Ordinance Amendment B240353 to recognize a grant from the North Carolina Department of Public Safety 2023 Hazardous Materials Emergency Preparedness Grant Program in the amount of \$12,000

The Board is requested to accept and approve Budget Ordinance Amendment B240353 to recognize a grant from the North Carolina Department of Public Safety 2023 Hazardous Materials Emergency Preparedness Grant Program in the amount of \$12,000. Cumberland County Emergency Services plans to partner with the Local Emergency Planning Committee (LEPC), CSX and local First Responders to conduct a full-scale hazardous materials exercise involving a hazardous materials leak from a railcar. The exercise will test the capabilities such as identification of the hazardous material, response policies and procedures, public information, and the operation coordination. The grant award is for the period of October 1, 2023, through October 31, 2024.

Please note this amendment requires no additional county funds.

2) Fayetteville Technical Community College – Budget Ordinance Amendment B240667 to appropriate general fund balance in the amount of \$250,000

The Board is requested to approve Budget Ordinance Amendment B240667 in the amount of \$250,000 to appropriate general fund balance to Fayetteville Technical Community College for increased facility costs.

Please note this amendment requires appropriation of general fund balance.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

DATE: 1/16/2024

SUBJECT: CHAPIN HALL FY24 CONTRACT AMENDMENT

BACKGROUND

The purpose of the request is for a contract amendment with Chapin Hall Center for Children at the University of Chicago due to under-utilized grant funds due to delays prompted by the pandemic, changes in DSS leadership and staffing. Funds budget reported in the scope of work for year three of the contract include unspent amount of \$83,230.00 grant funds paid to the contractor in prior years, plus an additional prior year grant funding of \$77,924.00 awarded to DSS for a total of \$161,154. Grantor, The Duke Endowment has authorized the use of the \$161,154 for FY24 to allow for the continued implementation of A Model Approach for Change in Child Welfare (AMAC-CW) initiative.

AMAC-CW is a multidimensional and integrative service delivery model to improve the short and long-term outcomes for children in foster care in Cumberland County. The AMAC-CW initiative started in 2016 and is very broad, expansive and as stated in past presentations, will take 6-8 year to fully implement including the longitudinal study. The project faced some minor delays as a result of the pandemic.

AMAC-CW focuses on three primary objectives:

1. Improve the safe and timely permanence of children in custody to reduce children lingering in foster care.
2. Improve outcomes for children in foster care to reduce the likelihood of those children showing up in jails, prisons, homelessness, substance abusers, teen parents, high school dropouts and human trafficking.
3. Work with families and community stakeholders/partners to prevent or reduce the number of children entering the foster care system.

Since the inception of the initiative in 2016, the number of children in foster in Cumberland County has reduced

from over 900 to less than 500 to date. The Duke Endowment has been a long-term grant funder awarding over \$2 million to the initiative. The purpose of the contract amendment with Chapin Hall is to continue to provide the research, benchmarking, data analytics, technical support, and program evaluation.

This contract amendment has been reviewed and signed off by County Legal and County Finance.

RECOMMENDATION / PROPOSED ACTION

At the January 11, 2024 Agenda Session meeting, the Board of Commissioners approved placing the proposed action below as a consent item on the January 16, 2024 Board of Commissioners' Meeting:

Approve Chapin Hall FY24 contract amendment in the amount of \$161,154 for Children at the University of Chicago for the AMAC-CW initiative.

ATTACHMENTS:

Description	Type
Chapin Hall FY 23-24 Contract Amendment 1-11-24	Backup Material

Contract Amendment
Cumberland County, through its Department of Social Services

Fiscal Year Begins July 1, 2023 Ends June 30, 2024

Contract #2022182
Amendment #2

SECTION I

Agency: Cumberland County, through its Department of Social Services

Program: Children's Services

Effective Period of the Contract: July 1, 2021 – June 30, 2024

This Contract Amendment amends the contract between the Cumberland County, through its Department of Social Services (the "County") and Chapin Hall Center for Children (the "Contractor"). As provided for under the terms of the contract, The County and Contractor agree to amend the provision(s) indicated in Section II below.

SECTION II

Justification/Change to Contract: Amend current year funding to increase budget allocation and Amend the Scope of Work. The total budget increase is: **\$59,671.00**.


1. Current amount of reimbursement for year three: **\$18,253.00**. Revised amount of reimbursement for year 3 (three): **\$77,924.00** (\$18,253.00 + \$59,671.00). The total expenditures for year 3 (three) under this Agreement shall not exceed **\$77,924.00**.
2. Total amount paid by the County to the Contractor under this contract shall not exceed **\$357,680.00**.
3. Prior year reported unspent funds previously paid to the Contractor of **\$83,230.00** to be made part of year 3 of this Contract and included in the Scope of Work.
4. Attachment – The following attachments are made part of this Amendment:

CH-AMAC Scope of Work for year 3 (three) of this contract which is also AMAC-CW Project year 7 (seven). Funds budget reported in the Scope of Work for year 3 (three) include unspent amount of **\$83,230.00** paid to Contractor in prior years, plus additional **\$77,924.00** for a total of **\$161,154.00**.

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective upon formal execution by all parties.

CONTRACTOR


Signature _____ Date 11/28/2023
Bryan Samuels _____ Executive Director
Printed Name _____ Title


COUNTY


By: _____ Date _____
Cumberland County Board of Commissioners

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved for Legal Sufficiency upon formal execution by all parties.

Attest:


County Finance Director
Date: 12/21/23


County Attorney's Office
Date: 12/20/23



**CUMBERLAND
COUNTY**

NORTH CAROLINA

**CONTRACT WORKFLOW PROCESS
DEPARTMENT HEAD CERTIFICATION**

The appropriate signatures have been obtained on the attached contract in accordance with Cumberland County Purchasing Policy. I certify there have been no other changes or updates made to the contract documents after the approval for Legal Sufficiency was provided.

Department: Social Services

Department Head Signature: _____

Brenda Jackson, Director

Date: _____

1-2-24

ATTACHMENT:

Contract Vendor Name: CHAPIN HALL CENTER FOR CHILDREN.

Contract Number: 2022182

Fiscal Year: 2023-2024

CH-AMAC SOW for Year 7 (FY 23-24)

Overarching Focus: Collective Impact, Process Mapping & Capacity Building

- 1) Process mapping of DSS sections, departments, and roles in cases
 - a) *Activities: process mapping of CFT, social worker vs. foster parent responsibilities, social worker roles in older youth cases, agency sections/departments in older youth cases, etc.*
- 2) CQI
 - a) CCDSS Processes & Protocols
 - i) *Activities: process mapping agency processes & protocols that align with State rules & policies, agency norms (i.e., "in-house rules"), events/meetings, forms*
- 3) Collective Impact Engagement
 - a) Youth
 - i) Town Hall Meetings
 - (1) *Activities: establishment of recurring meetings structural setup, roles, discussion prompts of topics, meeting notes synopses, discussions of YPAC involvement, collaborative recommendations*
 - ii) Youth-Participatory Action Committee (YPAC)
 - (1) *Activities: establishment of recurring meetings structural setup, parameters, roles & responsibilities, expectations, accountabilities, discussion prompts of Town Hall topics; meeting synopses, discussions of actionable items, collaborative recommendations*
 - b) Biological Families
 - i) *Activities: establishment of Support Group recurring meetings structural setup, parameters, roles & responsibilities, expectations, accountabilities, meeting notes synopses, discussions, collaborative recommendations*
 - c) Schools
 - i) *Activities: relationship building with school case managers regarding prevention, reporting, etc.; collaborative discussions and recommendations*
 - d) Courts and Judges
 - i) *Activities: collaborative discussions and recommendations*
 - e) Foster Parent Association

- i) *Activities: relationship building with FPA, collaborative discussions, and recommendations*
 - f) State
 - i) *Activities: collaborative discussions and recommendations*
 - g) Staff
 - i) *Activities: relationship building with agency staff, collaborative discussions, and recommendations*
- 4) Data Elements
 - a) Data analytic & translation capacity building
 - i) Metrics
 - (1) MOU's identified & identifiable for agency staff
 - (a) *Activities: template*
 - (2) metric goals and measures of success (e.g., three (3) AMAC older youth issues, staff retention, caseloads)
 - (a) *Activities: templates of goals and their measures*
 - (3) differentiated outcomes by older youth characteristics (e.g., DJJ vs. non-DJJ, age of entry, i.e., older youth versus those who become older youth in care, racial disparity)
 - (a) *Activities: template(s) of outcome metrics*
 - ii) CQI
 - (1) *Activities: alignment between proximal & distal outcomes and federal (CFSR) measures; discussions and practices of plan-do-study-act (PDSA) for metrics*
 - b) Data protocol & processes procedural support
 - i) Older Youth Assessment
 - (1) *Activities: report of recommended steps in selecting and establishing an Older Youth Assessment*
 - ii) CQI
 - (1) *Activities: discussions and practices of CQI and PDSA for decision making, monitoring, number of forms, etc. with leaders*

TRAVEL = \$4,000

CURRENT TOTAL = Kiljoong hours (325) + Stephanie hours (1030) + travel (\$4000) = \$161,154

A Model Approach for Change in Child Welfare (AMAC-CW)
Chapin Hall at University of Chicago
FY 2023-2024 SCOPE OF WORK & BUDGET
Beginning Fiscal Year July 1, 2023 through June 30, 2024

	FY 2023-2024 Approved Revised Proposed Budgeted Amount	FY 2023-2024 Requested REVISED Budgeted Amount
Contract# 2022182 PO# TBD	\$ 18,253.00	\$ 161,154.00
Personnel		\$ 157,154.00
Fringe Benefits		
Travel		\$ 4,000.00
Communication & Dissemination		
Research Technology	\$ 11,211.00	
Office Services	\$ 7,042.00	
Research Services		
Indirect Cost (15%)		
Project Management		
Project Development		
Fiscal Analysis/Court Strategies		
Total	\$ 18,253.00	\$ 161,154.00



ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 1/15/2024

**SUBJECT: ISSUANCE OF REQUEST FOR PROPOSALS FOR EARLY
INTERVENTION WITH OPIOID SETTLEMENT FUNDS**

BACKGROUND

Since 2021, Attorney General Josh Stein has announced \$56 billion in national settlements that will help bring desperately needed resources to communities harmed by the opioid epidemic. A Memorandum of Agreement (MOA) between the State and local government directs how opioid settlement funds are distributed and used in our state. Cumberland County is set to receive \$30,822,230 over 18 years. In October 2022, a request for proposals (RFP) was issued for funding up to \$800,000 to implement several Option A strategies, including early intervention programs (strategy 6). Four agencies received funding for Option A strategies. However, no proposals were received to support early intervention programs. Early intervention includes “programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions. Services include Youth Mental Health First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents. Staff are requesting to issue an additional RFP for up to \$500,000 over two years to support early intervention. The RFP will be issued by February 1, 2024, with the aim to begin contracts by July 1, 2024. A total of 2-3 agencies will receive funding (up to \$200,000 per agency). Proposals should focus on early intervention strategies youth (up to age 24) and the adults who serve them. Agencies that do not currently receive county funding will be prioritized and new non-profits will be encouraged to apply.

RECOMMENDATION / PROPOSED ACTION

At the January 11, 2024 Agenda Session Meeting, the Board of Commissioners approved placing this item on the consent agenda at the January 16, 2024 Board of Commissioners' meeting for approval of Issuance of RFP for up to \$500,000 in opioid settlement funds for early intervention strategies (Option A, strategy 6) focused on youth.



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR ENVIRONMENTAL RESOURCES

DATE: 1/11/2024

SUBJECT: SERVICE AGREEMENT WITH HDR ENGINEERING, INC. OF THE CAROLINAS FOR WATER RESOURCES STUDY

BACKGROUND

At the June 19, 2023, Board of Commissioners meeting the board accepted the selection of HDR Engineering, Inc. of the Carolinas as the best qualified engineering firm for the Water Resource Study to assist with ongoing study, assessment, evaluation, and development of a new water source for public drinking water development and granted permission for staff to enter negotiations for detailed scope of work, cost of services, and to prepare an agreement to bring back to the board. Attached to this memo is the Service Agreement, which includes the preparation of a Water Resources Study to summarize an evaluation of the County's water supply needs, water supply options, and infrastructure improvements.

The scope of service major tasks in the agreement are as follows:

- Task 1 - Water Demand Evaluation
- Task 2 - Water Supply Alternatives Identification
- Task 3 - Water Transmission, Storage, and Treatment Requirements
- Task 4 - Regulatory Requirements

The agreement amount shall not exceed \$400,000 and the term of agreement shall be from the execution date of the agreement and shall remain in effect for a period of 12 months. The project is being funded as a State Reserve Funds (SRP) grant from the American Rescue Plan Act (ARPA). The grant was awarded by the State Water Infrastructure Authority, Project No. SRP-D-ARP-0312.

At the January 11, 2024, Agenda Session, the Board of Commissioners approved placing this item on the Consent Agenda for the January 16, 2024 Regular Meeting.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Division, General Manager for Natural Resources and County Management recommend the following proposed action:

1. Approve the Service Agreement with HDR Engineering, Inc. of the Carolinas in the amount of \$400,000.
2. Authorize the Chairman to execute the attached contract that has received preaudit certification and been determined to be legally sufficient.

ATTACHMENTS:

Description	Type
Board Approval of RFQ Water Resource Study	Backup Material
Service Agreement	Backup Material

**ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
JUNE 19, 2023
6:45 PM**

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

FCYC MEMBERS WERE NOT IN ATTENDANCE DUE TO SUMMER BREAK

RECOGNITIONS

Retired Cumberland County Employees

Lisa Blausen - Sheriff's Office
Patricia Carruthers - Department of Social Services
Melissa Kampe - Finance
Nydia Johnson - Library
Antoinette Wright-Harris - Department of Social Services

LISA BLAUSER - SHERIFF'S OFFICE
PATRICIA CARRUTHERS - DEPARTMENT OF SOCIAL SERVICES
MELISSA KAMPE - FINANCE
NYDIA JOHNSON - LIBRARY

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Coliseum Inn Abatement and Injunction Update

FOR INFORMATION ONLY

3. CONSENT AGENDA

- | | | |
|----------|----|---|
| Approved | A. | Approval of Proclamation Proclaiming June 24, 2023 in Honor of Fayetteville Pride Fest |
| Approved | B. | Approval of Contract Amendments for Temporary Employment Services with 22nd Century Technologies, Inc., Belflex Staffing Network, LLC, Manpowergroup US, Inc. and the Mega Force Staffing Group, Inc. |
| | C. | Consideration of Approval of Property Tax Collection Agreements With the City of Fayetteville and the Town of Spring Lake |

APPROVED AFTER DISCUSSION

- | | | |
|----------|----|---|
| Approved | D. | Approval of Formal Bid Award for Library Books and Audiovisual Materials |
| Approved | E. | Acceptance of Offer to Purchase Surplus Property Located at 116 Rainbow Court, Spring Lake |
| Approved | F. | Acceptance of Offer to Purchase Surplus Property Located at 508 Scarborough Street, Fayetteville |
| Approved | G. | Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy |
| Approved | H. | Approval of Budget Ordinance Amendments for the June 19, 2023 Board of Commissioners' Agenda |
| | I. | Approval of Cumberland County Board of Commissioners Agenda Session Items |
| Approved | 1. | Financial Policies Policy Revision and Budget Ordinance Amendment #B230001 to Transfer Funds to the Capital Investment Fund |
| Approved | 2. | Fiscal Year 2023 Audit Contract Amendment |
| Approved | 3. | FY24 Community Transportation Program (CTP) Service Contract Extensions |
| Approved | 4. | Bid Award for Corporation Drive Outfall Project |
| | 5. | Bid Award for Law Enforcement Center and Historic Courthouse Switchgear Projects |

BID AMOUNT CORRECTED TO \$225,575.00 AND APPROVED

- | | | |
|----------|----|--|
| Approved | 6. | Request for Proposals (RFP) for Solid Waste Transfer, Transport, and Disposal Services |
| Approved | 7. | Request for Qualifications (RFQ) for Transfer Station Construction |
| Approved | 8. | Bid Award for 2023 Landfill Gas System Expansion for Cell 9 |

4. PUBLIC HEARINGS

- | | | |
|----------|----|-----------------------------|
| Approved | A. | Street Naming Case - SN0501 |
|----------|----|-----------------------------|

Rezoning Cases

- | | | |
|----------|----|--------------------|
| Approved | B. | Case # ZON-22-0067 |
|----------|----|--------------------|

5. ITEMS OF BUSINESS

- Approved A. Consideration of ARP Committee Recommendations
- Disapproved B. Consideration of Crown Event Center Pre-Opening Consulting Agreement with Oak View Group and Related Exception to Policy and Associated Budget Ordinance Amendment #B231353

ITEM WILL BE BROUGHT TO THE CROWN EVENT CENTER COMMITTEE

- Approved C. Consideration of Request for Qualifications (RFQ) for Hydrogeological Services
- Approved D. Consideration of Request for Qualifications (RFQ) for Water Resources Study
- Approved E. Consideration of Contract with Cape Fear Valley Health System to Provide Certain First Responder Programs and Resources for Cumberland County Communities
- Approved F. Consideration of Contract with Fayetteville State University to Provide Certain Economic Development Services Through Its Innovation and Entrepreneurship Hub

6. NOMINATIONS

- A. Cumberland County Animal Services Board (2) Vacancies

NOMINEES:

AT-LARGE POSITIONS
JEFFREY BROOKS
CHARLOTTE DAVIS

- B. Fayetteville Area Convention and Visitor's Bureau Board of Directors (1) Vacancy

NOMINEES:

HOTEL/MOTEL OVER 100 ROOMS REPRESENTATIVE

CAROL HOGAN
MICHELLE WILLIAMS

7. APPOINTMENTS

- A. Cumberland County Juvenile Crime Prevention Council

APPOINTED:

MIKE FIALA - JUVENILE DEFENSE ATTORNEY

DAESHA BALDWIN - PERSON UNDER THE AGE OF 21

TERRASINE GARDNER - LOCAL MANAGEMENT/MANAGED CARE (MENTAL HEALTH)

AT-LARGE REPRESENTATIVES
DR. ANTONIO JONES
DR. MARK KENDRICK

- B. Joint Fort Liberty and Cumberland County Food Policy Council

APPOINTED:

KENNY BAILEY - MEMBERS WHO WORK IN LOCAL GOVERNMENT

- C. Local Firefighter's Relief Fund Board (1) Vacancy

APPOINTED:

DONNIE GRIFFIN - VANDER FIRE DEPARTMENT

- D. Fayetteville-Cumberland Parks and Recreation Advisory Board

APPOINTED:

VICKIE MULLINS

8. CLOSED SESSION

- A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)
- B. Real Property Acquisition Pursuant to NCGS 143-318.11(a)(5)

ADJOURN

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.
THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5

AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
JUNE 19, 2023
6:45 PM

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

RECOGNITIONS

Retired Cumberland County Employees

Lisa Blauser - Sheriff's Office

Patricia Carruthers - Department of Social Services

Melissa Kampe - Finance

Nydia Johnson - Library

Anntoinette Wright-Harris - Department of Social Services

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Coliseum Inn Abatement and Injunction Update

3. CONSENT AGENDA

A. Approval of Proclamation Proclaiming June 24, 2023 in Honor of Fayetteville Pride Fest

B. Approval of Contract Amendments for Temporary Employment Services with 22nd Century Technologies, Inc., Belflex Staffing Network, LLC, Manpowergroup US, Inc. and the Mega Force Staffing Group, Inc.

C. Consideration of Approval of Property Tax Collection Agreements With the City of Fayetteville and the Town of Spring Lake

D. Approval of Formal Bid Award for Library Books and Audiovisual Materials

E. Acceptance of Offer to Purchase Surplus Property Located at 116 Rainbow Court, Spring Lake

F. Acceptance of Offer to Purchase Surplus Property Located at 508 Scarborough Street, Fayetteville

G. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy

H. Approval of Budget Ordinance Amendments for the June 19, 2023 Board of

Commissioners' Agenda

- I. Approval of Cumberland County Board of Commissioners Agenda Session Items
 1. Financial Policies Policy Revision and Budget Ordinance Amendment #B230001 to Transfer Funds to the Capital Investment Fund
 2. Fiscal Year 2023 Audit Contract Amendment
 3. FY24 Community Transportation Program (CTP) Service Contract Extensions
 4. Bid Award for Corporation Drive Outfall Project
 5. Bid Award for Law Enforcement Center and Historic Courthouse Switchgear Projects
 6. Request for Proposals (RFP) for Solid Waste Transfer, Transport, and Disposal Services
 7. Request for Qualifications (RFQ) for Transfer Station Construction
 8. Bid Award for 2023 Landfill Gas System Expansion for Cell 9
4. PUBLIC HEARINGS
 - A. Street Naming Case - SN0501

Rezoning Cases

 - B. Case # ZON-22-0067
5. ITEMS OF BUSINESS
 - A. Consideration of ARP Committee Recommendations
 - B. Consideration of Crown Event Center Pre-Opening Consulting Agreement with Oak View Group and Related Exception to Policy and Associated Budget Ordinance Amendment #B231353
 - C. Consideration of Request for Qualifications (RFQ) for Hydrogeological Services
 - D. Consideration of Request for Qualifications (RFQ) for Water Resources Study
 - E. Consideration of Contract with Cape Fear Valley Health System to Provide Certain First Responder Programs and Resources for Cumberland County Communities
 - F. Consideration of Contract with Fayetteville State University to Provide Certain Economic Development Services Through Its Innovation and Entrepreneurship Hub
6. NOMINATIONS
 - A. Cumberland County Animal Services Board (2) Vacancies
 - B. Fayetteville Area Convention and Visitor's Bureau Board of Directors (1) Vacancy
7. APPOINTMENTS
 - A. Cumberland County Juvenile Crime Prevention Council
 - B. Joint Fort Liberty and Cumberland County Food Policy Council

- C. Fayetteville-Cumberland Parks and Recreation Advisory Board
- D. Local Firefighter's Relief Fund Board (1) Vacancy

8. CLOSED SESSION

- A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)
- B. Real Property Acquisition Pursuant to NCGS 143-318.11(a)(5)

ADJOURN

REGULAR BOARD MEETINGS:

****There are No Meetings in July****
August 7, 2023 (Monday) 9:00 AM
August 21, 2023 (Monday) 6:45 PM
September 5, 2023 (Tuesday) 9:00 AM



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 6/9/2023

SUBJECT: CONSIDERATION OF REQUEST FOR QUALIFICATIONS (RFQ) FOR WATER RESOURCES STUDY

BACKGROUND

On May 15, 2023, the Public Utilities Division of the Engineering and Infrastructure Department advertised a Request for Qualifications from qualified engineering firms. The County is seeking a qualified consultant to assist with ongoing study, assessment, evaluations, and development of a new water source for public drinking water development. The firm selected would assist the County with the water resources study to be delivered in the format of a Preliminary Engineering Report. Firms had until May 26, 2023 to submit their Statements of Qualifications. There were two firms that responded, McGill Associates, P.A. and HDR Engineering, Inc. of the Carolinas. Staff reviewed the submittals and scored them separately. HDR Engineering, Inc. of the Carolinas was determined to be the best qualified.

At their June 8, 2023, Agenda Session, the Board of Commissioners approved this item be placed on the June 19, 2023, Regular Meeting Agenda as an Item of Business.

RECOMMENDATION / PROPOSED ACTION

1. Accept the selection of HDR Engineering, Inc. of the Carolinas as the best qualified for the Water Resources Study.
2. Grant permission to enter negotiations for detailed scope of work, cost of services, and prepare contract approval for a future Board of Commissioners meeting.

ATTACHMENTS:

Description

Type

Evaluators Name: _____ Summary Sheet

Additional Notes

*If additional space is needed for notes, see attached

[illegible]

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

SERVICE AGREEMENT

This Agreement, made this the 20 day of December 2023, by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and **HDR Engineering, Inc. of the Carolinas**, a business located at **555 Fayetteville Street, Suite 900, Raleigh, NC 27601**, hereinafter referred to as **VENDOR**.

WITNESSETH

WHEREAS, the COUNTY wants **assistance with development of a new water source for public drinking water development**; and

WHEREAS, the VENDOR is qualified to perform the professional engineering services for the COUNTY; and

WHEREAS, the VENDOR has represented that it can provide qualified services which will meet the needs of the COUNTY; and

WHEREAS, the services are of a technical nature and are temporary in character; and

WHEREAS, funds are available in the project budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The COUNTY agrees to purchase and the VENDOR agrees to provide the necessary services for this project as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract and shall remain in effect for a period of **12 months**, unless sooner terminated or extended by mutual agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

The VENDOR has completed all services required.

The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.

The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement and the VENDOR shall have failed to cure such issues prior to the expiration of the 7 day period. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of termination.

SERVICES: The standard of care for all professional engineering, consulting and related services performed or furnished by VENDOR and its employees under this Agreement will be the care and skill ordinarily used by members of VENDOR's profession practicing under the same or similar circumstances at the same time and in the same locality. VENDOR makes no warranties, express or implied, under this Agreement or otherwise, in connection with VENDOR's services.

PRICE: Compensation for services rendered shall be on a fixed fee as outlined in the proposal, included as **Attachment A**. The total contract price shall not exceed **\$400,000** without the authorization from the County Manager.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of invoice.

CONTRACT # 2024418

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all applicable laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the **County Manager** as its exclusive agent with respect to this Agreement. The **County Manager** is authorized, on behalf of the COUNTY, to negotiate directly with the VENDOR on all matters pertaining to this Agreement. The VENDOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the **County Manager**. Further, the VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

VENDOR:
HDR Engineering, Inc. of the Carolinas
555 Fayetteville Street, Suite 900
Raleigh, NC 27601

COUNTY:
Clarence Grier, County Manager
130 Gillespie St Rm 214
Fayetteville, NC 28301

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or in behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

NON-APPROPRIATION CLAUSE: This agreement is subject to and contingent upon appropriation of funds for current and subsequent fiscal years.

IRAN DIVESTMENT ACT CERTIFICATION: Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY: CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

RE-USE OF DOCUMENTS: All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by VENDOR pursuant to this Agreement, are instruments of service with respect to the project. COUNTY may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by COUNTY or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by VENDOR for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to VENDOR.

NO THIRD-PARTY BENEFICIARIES: No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

ATTEST

County of Cumberland

BY: _____
Andrea Tebbe, Clerk

BY: _____
Glenn Adams, Board Chairman

ATTEST

HDR Engineering, Inc. of the Carolinas

BY: Elizabeth C. Buell
Elizabeth C. Buell, Assistant Secretary

BY: Jonathan Henderson Date: 12/20/23
Jonathan Henderson, PE, Sr. Vice President

This instrument has been pre-audited in the
Manner required by the Local Government
Budget and Fiscal Control Act.

Approved for Legal Sufficiency:

BY: Vicki Evans
Vicki Evans, County Finance Director

BY: Cheryl Date: 12/22/23
County Attorney's Office
upon formal execution by all parties *on*
Approved by the DOC 6/19/23.

Attachment A

Scope of Services

**Cumberland County
Water Resources Study
December 2023**

Background

Cumberland County (County) is at the forefront of the emerging contaminants issue with many areas of the County exhibiting Per- and Poly-Fluoroalkyl Substances (PFAS) contamination of private drinking water wells. The County is aggressively pursuing water line extensions to the most critical areas but realizes there is a need to identify alternative water supply sources to ensure safe, reliable, and long-term water supply is available throughout the County. The County applied for, and was awarded, a \$400,000 grant through the American Rescue Plan Act (ARPA) to evaluate new public water supply sources and potential infrastructure improvements to serve existing and potentially new water and sewer districts (WSD) in the County. The County has partnered with HDR Engineering of the Carolinas, Inc. (HDR) to assist with this evaluation.

Approach

HDR will prepare a Preliminary Engineering Report (PER) to summarize an evaluation of the County's water supply needs, water supply options, and infrastructure improvements needed to meet the intent of the ARPA grant. The proposed tasks to complete the Water Resources Study and PER for the County are as follows:

- Task 1 - Water Demand Evaluation
- Task 2 - Water Supply Alternatives Identification
- Task 3 - Water Transmission, Storage, and Treatment Requirements
- Task 4 - Regulatory Requirements

Unless otherwise noted, the following assumptions are used for all Tasks:

- HDR will prepare meeting agendas, handouts, notes, and presentation material.
- County will be responsible for arranging meeting locations and attendance of required County staff.
- Deliverables will consist of one draft document and one final document.
- County review comments to draft deliverables will be provided to HDR in one collated file that addresses any conflicting comments.
- County review of draft and final documents will take no longer than two weeks to complete, unless otherwise noted.
- Deliverables will be submitted as Adobe PDF files via email. Native files (Microsoft Office, ArcGIS, etc.) will be provided upon request.

Scope of Services

Task 1: Water Demand Evaluation

The primary objective of Task 1 is to forecast water demand for a 50-year planning horizon (through 2075) for current and future WSDs; a 50-year planning horizon is important for water supply planning, while a 20 to 30-year planning horizon is adequate for water supply infrastructure planning. The following activities will be completed for Task 1:

- A. Identify current and future WSD area boundaries.
- B. Analyze historical systemwide water needs to determine Average Day Demand (ADD), Maximum Day Demand (MDD), Peak hour demand (PHD), and unit demand factors. Historical water demands by general customer type (single-family residential, multi-family residential, commercial, industrial, institutional) will be evaluated to establish historical demands. Where historical data is not available, HDR will leverage similar utilities' data or industry values to support the development of the required unit values and peaking factors necessary to forecast water demand for the WSD area(s).
- C. Develop water demand projections for current and future WSDs using planning data such as existing population projections, land use assessments, and regional planning data. Projections will extend to 2075 with key milestones every 5 years through 2045 (2030, 2035, 2040, and 2045) and every 10 years from 2045 to 2075. Water demand projections will leverage available planning information including the Fayetteville Area Metropolitan Planning Organization (FAMPO) Traffic Analysis Zone (TAZ) data, County land use planning and zoning data.
- D. Conduct an interactive workshop with County staff to validate and get consensus on water demand projection methodology and results. The workshop will include a review of forecasting assumptions, use of projections, and any necessary adjustments to build consensus on the approach to and results of the water demand projection development.

Assumptions

- County will provide data as requested and support the delineation of the current and future WSD boundary(ies) and provide concurrence before the development of water demand projections.
- Meetings/Workshops will include:
 - One (1) Existing and Future WSD Area Delineation Workshop
 - One (1) Existing and Future Water Demand Workshop
 - One (1) Coordination meeting with N.C. Division of Water Resources (NCDWR)

Task 2: Water Supply Alternative Identification

Task 2 will identify viable water supply sources available to the County to meet the future water demands defined in Task 1. Available water supply of up to four (4) of the most viable water supply sources (groundwater and surface water) identified will be identified to understand how much and how fast the County can support existing and future water demands. This will be helpful to establish potential storage requirements and sequencing or combination of water supply sources.

Activities to be completed during Task 2 include the following:

- A. Identify water supply sources currently being used by County to serve existing WSDs and areas for potential future services, as identified in Task 1.

- B. Identify potential water supply partnerships with nearby water systems such as Fayetteville PWC, Lower Cape Fear Water and Sewer Authority, and others.
- C. Identify new water supply sources such as the Cape Fear River and new water supply wells.
- D. Evaluate water quality for each water supply alternative to establish:
 - Disinfection compatibility with combined water supply partnerships.
 - Anticipated treatment requirements for new raw water supply sources and/or drinking water wells. Water quality for up to three (3) raw water intake locations will be evaluated by leveraging water quality data available through Federal, State, or local resources, and/or previous water quality studies. Typical water quality trends based on locations of raw water intake will also be accounted for.
- E. Coordinate with NCDWR to ensure a complete list of viable water supply options are identified.
- F. Determine available water supply yields from water sources currently used by the County to serve existing WSDs. An estimation of private well use will be included as a part of this effort.
- G. Establish water availability through potential water supply partnerships of nearby water systems.
- H. Perform desktop analysis of new water supply wells potential yields to support areas of the County where interconnections with other water systems are not feasible. Well yield estimations will be based on information generated from prior and ongoing hydrogeologic studies within the County.
- I. Determine water availability from a new raw water intake along the Cape Fear River. This effort will utilize the State's approved basin hydrologic model, the Cape Fear/Neuse River Basin Hydrologic OASIS Model. Initial evaluations of 7Q10 flow values using USGS gage data will be conducted to assess available water for withdrawal around potential intake locations. Once a final intake location has been identified, a formal request to the USGS for a 7Q10 flow determination will be initiated, requiring approval from the NCDWR.

Assumptions

- County will provide data as requested.
- Four (4) Cape Fear River water supply scenarios will be evaluated with the Cape Fear/Neuse River Basin Hydrologic OASIS Model.
- Meetings/Workshops will include:
 - One (1) coordination meeting with NCDWR to confirm viability of alternative water supply sources, such as a new raw water intake or new drinking water wells.
 - Up to six (6) coordination meetings with the County and potential water system partners, individually, to discuss available water supply quantities.
 - One review meeting with NCDWR to reviews results of Task 2 analysis and the County's preference for future water supply.

Task 3: Water Transmission, Storage, and Treatment Requirements

This Task will identify necessary water transmission, storage, and treatment needs for existing and future WSDs using the information generated during Task 1 and 2 for the top three (3) most viable water supply options. Specific activities performed during this Task will include:

- A. Identify all areas where alternative water supply options are needed to address existing and potential future PFAS contamination of private drinking water wells.
- B. Identify where water line extensions from existing County water supply sources can occur to meet existing and future water demands.
- C. Determine how future water supply alternatives identified in Task 2 can be used to provide or supplement water supply where existing County water supply sources cannot support future water demands.
- D. Identify water distribution, storage, and treatment requirements for existing and alternative water supply sources to ensure safe and reliable drinking water is provided to existing and future WSDs.
- E. Perform conceptual hydraulic modeling of water distribution extensions, interconnections, and use of alternative water supply sources to establish preliminary pipeline routing, facility siting and sizing, and phasing of infrastructure to meet existing and future water supply demands.
- F. Develop a preliminary opinion of probable construction cost for water supply infrastructure; cost estimates will be a AACE Level IV estimates.
- G. Develop a draft and final Preliminary Engineering Report (PER); project definition of the final recommended water supply alternative will be between 5 and 10 percent and sufficient for budgetary consideration for project implementation. The PER will integrate all results from Task 1, 2, 3, and 4.

Assumptions

- County will provide data as requested.
- Information generated during Task 1, and 2 will be used to complete Task 3 activities.
- Meetings/Workshops will include:
 - One (1) meeting to review draft water distribution, storage, and treatment requirements, as well as draft routing and siting details.
 - One (1) meeting to review the draft PER

Task 4: Regulatory Requirements

Activities completed during this Task will be performed to identify permitting requirements and environmental studies that may be required to extend existing County water supply sources and implement the most viable alternative water supply sources. Specific activities to be completed as part of Task 4 include:

- A. Conduct an early screening of environmental resources in areas where new water infrastructure would be constructed, using information available through State and Federal agency databases.
- B. Establish a comprehensive plan for regulatory and permitting activities that may be needed defining the requirements, timelines, and interdependencies. HDR anticipates the regulatory requirements for the new water supply infrastructure needed to include National Environmental Policy Act (NEPA)/State Environmental Policy Act (SEPA) environmental assessment, 401 Certification, 404 Permit, engineering review of facilities by the Public Water Supply (PWS) Section, PWSS certification, and others. In addition to the listed regulatory agencies, it should be noted that a water supply watershed (WSW) reclassification may be required through the NCDWR and the need for such will be evaluated as a part of this task

- C. Determine if raw water intake from the Cape Fear River will exceed 20% of the 7Q10 flows and how this may impact any alternative future water supply from the Cape Fear River.
- D. Create a matrix of regulatory requirements for each of the most viable water supply alternatives.

Assumptions

- 1. Various discussions and coordination meetings with permitting and regulatory agencies will be required to develop an exhaustive list of permitting and environmental requirements – assumed to be up to three (3) formal meetings with State agencies.

Schedule

HDR anticipates 12 months following Notice to Proceed to complete Tasks identified herein, including finalizing the PER for the Water Resources Study.

Compensation

Lump sum fee of \$400,000 is proposed to complete the scope of services described herein. A breakdown of lump sum compensation by Task is provided below. Budget amounts for each Task may be shifted between Tasks as the project develops, if needed.

Tasks	Description	Budget
1	Water Demand Evaluation	\$50,000
2	Water Supply Alternative Identification	\$200,000
3	Water Transmission, Storage, and Treatment Requirements	\$125,000
4	Regulatory Requirements	\$25,000
	TOTAL	\$400,000



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR ENVIRONMENTAL RESOURCES

DATE: 1/11/2024

SUBJECT: SERVICE AGREEMENT WITH HDR ENGINEERING, INC. OF THE CAROLINAS FOR FEMA BRIC FUNDING ASSISTANCE FOR WEST CEDAR CREEK

BACKGROUND

At the June 19, 2023, Board of Commissioners meeting the board accepted the selection of HDR Engineering, Inc. of the Carolinas as the best qualified engineering firm to assist with ongoing study, assessment, evaluation, and development of a new water source for public drinking water development. The RFQ stated that the County reserves the right to negotiate additional phases of service with the selected Consultant. Funding assistance was listed as one of these additional services. Attached to this memo is a proposed Service Agreement, which includes the administrative assistance, preparation, and/or review of a funding application for the FEMA BRIC program. The agreement amount shall not exceed \$55,725 and the term of agreement shall be from the execution date of the agreement and shall remain in effect for a period of 12 months. The funding for this agreement is in the current budget for contracted services for public utilities. This application is for West Cedar Creek.

At the January 11, 2024, Agenda Session, the Board of Commissioners approved placing this item on the Consent Agenda of the January 16, 2024, Regular Meeting.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Division, General Manager for Natural Resources and County Management recommend the following proposed action:

1. Approve the Service Agreement with HDR Engineering, Inc. of the Carolinas in the amount of \$55,725 to complete an application for the FEMA BRIC program for West Cedar Creek.

2. Authorize the Chairman to execute the attached contract that has received preaudit certification and been determined to be legally sufficient.

ATTACHMENTS:

Description	Type
Board Approval of RFQ Water Resource Study	Backup Material
Service Agreement	Backup Material

**ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
JUNE 19, 2023
6:45 PM**

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

FCYC MEMBERS WERE NOT IN ATTENDANCE DUE TO SUMMER BREAK

RECOGNITIONS

Retired Cumberland County Employees

Lisa Blausen - Sheriff's Office
Patricia Carruthers - Department of Social Services
Melissa Kampe - Finance
Nydia Johnson - Library
Antoinette Wright-Harris - Department of Social Services

LISA BLAUSER - SHERIFF'S OFFICE
PATRICIA CARRUTHERS - DEPARTMENT OF SOCIAL SERVICES
MELISSA KAMPE - FINANCE
NYDIA JOHNSON - LIBRARY

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Coliseum Inn Abatement and Injunction Update

FOR INFORMATION ONLY

3. CONSENT AGENDA

- Approved A. Approval of Proclamation Proclaiming June 24, 2023 in Honor of Fayetteville Pride Fest
- Approved B. Approval of Contract Amendments for Temporary Employment Services with 22nd Century Technologies, Inc., Belflex Staffing Network, LLC, Manpowergroup US, Inc. and the Mega Force Staffing Group, Inc.
- C. Consideration of Approval of Property Tax Collection Agreements With the City of Fayetteville and the Town of Spring Lake

APPROVED AFTER DISCUSSION

- Approved D. Approval of Formal Bid Award for Library Books and Audiovisual Materials
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- Approved 3. FY24 Community Transportation Program (CTP) Service Contract Extensions
- Approved 4. Bid Award for Corporation Drive Outfall Project
5. Bid Award for Law Enforcement Center and Historic Courthouse Switchgear Projects

BID AMOUNT CORRECTED TO \$225,575.00 AND APPROVED

- Approved 6. Request for Proposals (RFP) for Solid Waste Transfer, Transport, and Disposal Services
- Approved 7. Request for Qualifications (RFQ) for Transfer Station Construction
- Approved 8. Bid Award for 2023 Landfill Gas System Expansion for Cell 9

4. PUBLIC HEARINGS

- Approved A. Street Naming Case - SN0501

Rezoning Cases

- Approved B. Case # ZON-22-0067

5. ITEMS OF BUSINESS

- Approved A. Consideration of ARP Committee Recommendations
- Disapproved B. Consideration of Crown Event Center Pre-Opening Consulting Agreement with Oak View Group and Related Exception to Policy and Associated Budget Ordinance Amendment #B231353

ITEM WILL BE BROUGHT TO THE CROWN EVENT CENTER COMMITTEE

- Approved C. Consideration of Request for Qualifications (RFQ) for Hydrogeological Services
- Approved D. Consideration of Request for Qualifications (RFQ) for Water Resources Study
- Approved E. Consideration of Contract with Cape Fear Valley Health System to Provide Certain First Responder Programs and Resources for Cumberland County Communities
- Approved F. Consideration of Contract with Fayetteville State University to Provide Certain Economic Development Services Through Its Innovation and Entrepreneurship Hub

6. NOMINATIONS

- A. Cumberland County Animal Services Board (2) Vacancies

NOMINEES:

AT-LARGE POSITIONS
JEFFREY BROOKS
CHARLOTTE DAVIS

- B. Fayetteville Area Convention and Visitor's Bureau Board of Directors (1) Vacancy

NOMINEES:

HOTEL/MOTEL OVER 100 ROOMS REPRESENTATIVE

CAROL HOGAN
MICHELLE WILLIAMS

7. APPOINTMENTS

- A. Cumberland County Juvenile Crime Prevention Council

APPOINTED:

MIKE FIALA - JUVENILE DEFENSE ATTORNEY

DAESHA BALDWIN - PERSON UNDER THE AGE OF 21

TERRASINE GARDNER - LOCAL MANAGEMENT/MANAGED CARE (MENTAL HEALTH)

AT-LARGE REPRESENTATIVES
DR. ANTONIO JONES
DR. MARK KENDRICK

- B. Joint Fort Liberty and Cumberland County Food Policy Council

APPOINTED:

KENNY BAILEY - MEMBERS WHO WORK IN LOCAL GOVERNMENT

- C. Local Firefighter's Relief Fund Board (1) Vacancy

APPOINTED:

DONNIE GRIFFIN - VANDER FIRE DEPARTMENT

- D. Fayetteville-Cumberland Parks and Recreation Advisory Board

APPOINTED:

VICKIE MULLINS

8. CLOSED SESSION

- A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)
- B. Real Property Acquisition Pursuant to NCGS 143-318.11(a)(5)

ADJOURN

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.
THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5

AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
JUNE 19, 2023
6:45 PM

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

RECOGNITIONS

Retired Cumberland County Employees

Lisa Blauser - Sheriff's Office

Patricia Carruthers - Department of Social Services

Melissa Kampe - Finance

Nydia Johnson - Library

Anntoinette Wright-Harris - Department of Social Services

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Coliseum Inn Abatement and Injunction Update

3. CONSENT AGENDA

A. Approval of Proclamation Proclaiming June 24, 2023 in Honor of Fayetteville Pride Fest

B. Approval of Contract Amendments for Temporary Employment Services with 22nd Century Technologies, Inc., Belflex Staffing Network, LLC, Manpowergroup US, Inc. and the Mega Force Staffing Group, Inc.

C. Consideration of Approval of Property Tax Collection Agreements With the City of Fayetteville and the Town of Spring Lake

D. Approval of Formal Bid Award for Library Books and Audiovisual Materials

E. Acceptance of Offer to Purchase Surplus Property Located at 116 Rainbow Court, Spring Lake

F. Acceptance of Offer to Purchase Surplus Property Located at 508 Scarborough Street, Fayetteville

G. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy

H. Approval of Budget Ordinance Amendments for the June 19, 2023 Board of

Commissioners' Agenda

- I. Approval of Cumberland County Board of Commissioners Agenda Session Items
 1. Financial Policies Policy Revision and Budget Ordinance Amendment #B230001 to Transfer Funds to the Capital Investment Fund
 2. Fiscal Year 2023 Audit Contract Amendment
 3. FY24 Community Transportation Program (CTP) Service Contract Extensions
 4. Bid Award for Corporation Drive Outfall Project
 5. Bid Award for Law Enforcement Center and Historic Courthouse Switchgear Projects
 6. Request for Proposals (RFP) for Solid Waste Transfer, Transport, and Disposal Services
 7. Request for Qualifications (RFQ) for Transfer Station Construction
 8. Bid Award for 2023 Landfill Gas System Expansion for Cell 9
4. PUBLIC HEARINGS
 - A. Street Naming Case - SN0501

Rezoning Cases

 - B. Case # ZON-22-0067
5. ITEMS OF BUSINESS
 - A. Consideration of ARP Committee Recommendations
 - B. Consideration of Crown Event Center Pre-Opening Consulting Agreement with Oak View Group and Related Exception to Policy and Associated Budget Ordinance Amendment #B231353
 - C. Consideration of Request for Qualifications (RFQ) for Hydrogeological Services
 - D. Consideration of Request for Qualifications (RFQ) for Water Resources Study
 - E. Consideration of Contract with Cape Fear Valley Health System to Provide Certain First Responder Programs and Resources for Cumberland County Communities
 - F. Consideration of Contract with Fayetteville State University to Provide Certain Economic Development Services Through Its Innovation and Entrepreneurship Hub
6. NOMINATIONS
 - A. Cumberland County Animal Services Board (2) Vacancies
 - B. Fayetteville Area Convention and Visitor's Bureau Board of Directors (1) Vacancy
7. APPOINTMENTS
 - A. Cumberland County Juvenile Crime Prevention Council
 - B. Joint Fort Liberty and Cumberland County Food Policy Council

- C. Fayetteville-Cumberland Parks and Recreation Advisory Board
- D. Local Firefighter's Relief Fund Board (1) Vacancy

8. CLOSED SESSION

- A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)
- B. Real Property Acquisition Pursuant to NCGS 143-318.11(a)(5)

ADJOURN

REGULAR BOARD MEETINGS:

****There are No Meetings in July****
August 7, 2023 (Monday) 9:00 AM
August 21, 2023 (Monday) 6:45 PM
September 5, 2023 (Tuesday) 9:00 AM



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 19, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 6/9/2023

SUBJECT: CONSIDERATION OF REQUEST FOR QUALIFICATIONS (RFQ) FOR WATER RESOURCES STUDY

BACKGROUND

On May 15, 2023, the Public Utilities Division of the Engineering and Infrastructure Department advertised a Request for Qualifications from qualified engineering firms. The County is seeking a qualified consultant to assist with ongoing study, assessment, evaluations, and development of a new water source for public drinking water development. The firm selected would assist the County with the water resources study to be delivered in the format of a Preliminary Engineering Report. Firms had until May 26, 2023 to submit their Statements of Qualifications. There were two firms that responded, McGill Associates, P.A. and HDR Engineering, Inc. of the Carolinas. Staff reviewed the submittals and scored them separately. HDR Engineering, Inc. of the Carolinas was determined to be the best qualified.

At their June 8, 2023, Agenda Session, the Board of Commissioners approved this item be placed on the June 19, 2023, Regular Meeting Agenda as an Item of Business.

RECOMMENDATION / PROPOSED ACTION

1. Accept the selection of HDR Engineering, Inc. of the Carolinas as the best qualified for the Water Resources Study.
2. Grant permission to enter negotiations for detailed scope of work, cost of services, and prepare contract approval for a future Board of Commissioners meeting.

ATTACHMENTS:

Description

Type

Evaluators Name: _____ Summary Sheet

Additional Notes

*If additional space is needed for notes, see attached

[illegible]

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

SERVICE AGREEMENT

This Agreement, made this the 20 day of December 2023, by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and **HDR Engineering, Inc. of the Carolinas**, a business located at **555 Fayetteville Street, Suite 900, Raleigh, NC 27601**, hereinafter referred to as **VENDOR**.

WITNESSETH

WHEREAS, the COUNTY wants assistance with funding requests related to the development of a new water source for public drinking water development; and

WHEREAS, the VENDOR is qualified to perform the professional engineering services for the COUNTY; and

WHEREAS, the VENDOR has represented that it can provide qualified services which will meet the needs of the COUNTY; and

WHEREAS, the services are of a technical nature and are temporary in character; and

WHEREAS, funds are available in the project budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The COUNTY agrees to purchase and the VENDOR agrees to provide the necessary services for this project as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract and shall remain in effect for a period of **12 months**, unless sooner terminated or extended by mutual agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

The VENDOR has completed all services required.

The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.

The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement and the VENDOR shall have failed to cure such issues prior to the expiration of the 7 day period. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of termination.

SERVICES: The standard of care for all professional engineering, consulting and related services performed or furnished by VENDOR and its employees under this Agreement will be the care and skill ordinarily used by members of VENDOR's profession practicing under the same or similar circumstances at the same time and in the same locality. VENDOR makes no warranties, express or implied, under this Agreement or otherwise, in connection with VENDOR's services.

PRICE: Compensation for services rendered shall be on a fixed fee as outlined in the proposal, included as **Attachment A**. The total contract price shall not exceed **\$55,725** without the authorization from the County Manager.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of invoice.

CONTRACT # 2024417

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The **VENDOR** shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the **COUNTY**'s written approval.

COMPLIANCE WITH LAW: The **VENDOR** agrees it shall comply with all applicable laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The **COUNTY** hereby designates the **County Manager** as its exclusive agent with respect to this Agreement. The **County Manager** is authorized, on behalf of the **COUNTY**, to negotiate directly with the **VENDOR** on all matters pertaining to this Agreement. The **VENDOR** agrees that all of its dealings with the **COUNTY** in respect to the terms and conditions of this Agreement shall be exclusively with the **County Manager**. Further, the **VENDOR** specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled **MODIFICATIONS**.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

VENDOR:
HDR Engineering, Inc. of the Carolinas
555 Fayetteville Street, Suite 900
Raleigh, NC 27601

COUNTY:
Clarence Grier, County Manager
130 Gillespie St Rm 214
Fayetteville, NC 28301

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or in behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

NON-APPROPRIATION CLAUSE: This agreement is subject to and contingent upon appropriation of funds for current and subsequent fiscal years.

IRAN DIVESTMENT ACT CERTIFICATION: Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY: CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

RE-USE OF DOCUMENTS: All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by VENDOR pursuant to this Agreement, are instruments of service with respect to the project. COUNTY may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by COUNTY or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by VENDOR for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to VENDOR.

NO THIRD-PARTY BENEFICIARIES: No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

ATTEST

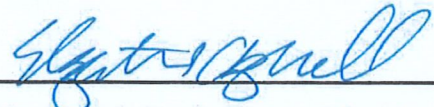
County of Cumberland

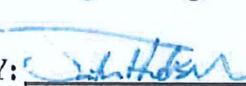
BY: _____
Andrea Tebbe, Clerk

BY: _____
Glenn Adams, Chairman
Board of County Commissioners

ATTEST

HDR Engineering, Inc. of the Carolinas

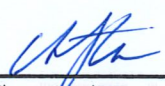
BY: 
Elizabeth C. Buell, Assistant Secretary

BY:  Date: 12/20/23
Jonathan Henderson, PE, Sr. Vice President

This instrument has been pre-audited in the
Manner required by the Local Government
Budget and Fiscal Control Act.

BY: 
Vicki Evans, County Finance Director

Approved for Legal Sufficiency:

BY:  Date: 12/22/23
County Attorney's Office

upon formal execution by all parties *ch*

*Approved by the BOC 6/19/23
6/19/23 cm*

Attachment A

Scope of Services

Cumberland County Water Resources Study *Funding Assistance*

1.0 Reference

Cumberland County (County) has requested professional services, technical expertise, and support related to assistance with water resources funding options such as SRF, USDA-RD, FEMA, and other applicable funding agencies. The Water Resources Study, *Funding Assistance* project will be led by Amanda Bader, from Cumberland County, and Mary Brice, HDR Engineering, Inc. of the Carolinas (HDR). Their contact information is provided below.

Amanda Bader, PE

Director Solid Waste Management Department
Phone: 910-438-4041
abader@cumberlandcountync.org

Mary Brice, PE

Water/Wastewater Project Manager
Phone: 919-900-1636
mary.brice@hdrinc.com

2.0 Introduction

The County is at the forefront of the emerging contaminant issue as many areas of the county have Per- and Poly-Fluoroalkyl Substances (PFAS) contaminated drinking water in private wells. GenX is the most prevalent PFAS compound in these private wells. One such area is the Cedar Creek area in the southeast portion of the County. The Cedar Creek Water and Sewer District (WSD) will be created to address this significant issue in the Cedar Creek area. The County intends to submit an application for funding development of a water system in the Cedar Creek WSD to the State of North Carolina and Federal Emergency Management Agency's (FEMA) Building Resilient Infrastructure and Communities (BRIC) funding program.

HDR Engineering, Inc. of the Carolinas (HDR) has been asked to:

- Assess project viability for FEMA BRIC funding for the proposed Cedar Creek water system, including a preliminary Benefit/Cost Analysis (BCA).
- Assist with preparing and/or reviewing application submittals as per FEMA BRIC guidelines for the proposed Cedar Creek water system.

The basis for and details of the proposed scope of services is presented below.



3.0 Scope of Services

This scope was developed based upon a mutual understanding between the County and HDR. The following major scope tasks are described herein:

- Task 3.1 Project Management
- Task 3.2 FEMA BRIC Funding Application Support

3.1 Project Management

HDR will perform project administration services throughout the duration of the project, including but not limited to maintaining a project filing system for storage and retrieval of documents and data, preparing monthly invoices for services performed, and maintaining a project cost accounting system. HDR will apply ongoing quality assurance and quality control procedures throughout the duration of the project.

3.2 FEMA BRIC Funding Application Support

HDR will assist the County with preparation and/or review of a funding application for FEMA BRIC program. The application will develop an accurate measure of impact and mitigation value and present the information in the most compelling way possible to maximize the success of the application, given HDR's understanding of the funding agency and their scoring system. This effort may include meeting (virtual) with funding agency staff to gain concurrence on specific approaches.

Preliminary Review

The BRIC program funds projects that mitigate a natural hazard and that the project achieve a benefit/cost ratio (BCR) of greater than one, given FEMA's BCA methods and valuation data. A preliminary BCA will be conducted to determine if the BCR is likely to exceed one, based on the characteristics of project and scale of impact for the community. This assessment will review research on the value of reduced PFAS risk and assess how to incorporate the data into the BCA. Several different analytical methods to estimate benefits will also be considered. A range of potential project values will be estimated to determine if the project is likely to meet all BRIC requirements, including a BCR greater than 1. This assessment may necessitate meetings with the funding agency (either NC Department of Public Safety, FEMA, or both). A meeting will be held with the County to present initial findings.

Preparation of Full BRIC Application

Based on the County's understanding of the Preliminary Review and upon concurrence from the County to proceed, HDR will assist in the preparation of a full BRIC funding application. HDR will provide assistance in the following areas:

- Development of a project schedule



- Preparation of a finalized BCA:
 - Compute value of mitigation using the best available scientific data
 - Incorporate finalized project costs
 - Implement analysis in the FEMA BRIC BCA Tool
 - Account for the distribution of benefits and costs, especially if vulnerable populations have lower-than-average incomes
- Initial assessment of compliance with:
 - National Historic Preservation Act
 - Endangered Species Act / Wildlife Coordination Act
 - Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)
 - Executive Order 11988 (Floodplain Management)
 - Coastal Zone Management Act (assumed to be not applicable)
 - Farmland Protection Policy Act
 - Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Hazardous and Toxic Materials)
 - Other Environmental/Historic Preservation Laws or Issues
 - Environmental and Historic Properties Summary
- Description of project location and benefiting areas.

Services may include but are not limited to:

- Review of reports by others
- Regulatory guidance
- Planning level opinion of cost
- Benefit/Cost Analysis
- Desktop review of environmental documentation
- Development of funding applications

4.0 Assumptions

The following assumptions have been made in the preparation of this scope of services:

- Preparation and submittal of one FEMA BRIC application for the Cumberland County Cedar Creek water system project.
- HDR will utilize the current Cedar Creek budget from the DWSRF funding application. No budget updates will be prepared. County will provide, in a timely manner, all documents, data, and signatures requested by HDR for preparation and submittal of complete applications.
- The County will enter all information related to partnerships, mitigation plans, and building codes.



- All meetings will be virtual.
- Scope does not include preparation of preliminary engineering report or design and bidding services.
- Only electronic deliverables will be provided to the County.
- The following areas are not included in the scope:
 - Preparation of environmental assessments
 - Development of partnering information
 - Site inventory work

5.0 Period of Service

HDR proposes to complete the FEMA BRIC funding application assistance no later than 3 days prior to application deadline.

6.0 Compensation

HDR proposes a time and materials not to exceed fee of \$55,725. The effort will be determined by needs of the County. Services to be billed on a time and materials basis, in accordance with the attached rates (Attachment A).

7.0 Terms and Conditions

The terms and conditions shall be per Service Agreement.

Attachment A

Cumberland County, NC |



2023/2024 Standard Unit Prices

RESOURCE CLASSIFICATION	HOURLY BILLING RATES
Project Principal	\$250-295
Senior Project Manager	\$250-275
Project Manager	\$190-245
Architect/Engineer IV	\$250-290
Architect/Engineer III	\$205-245
Architect/Engineer II	\$165-200
Architect/Engineer I	\$120-160
Staff Professional IV	\$250-290
Staff Professional III	\$200-245
Staff Professional II	\$150-195
Staff Professional I	\$105-145
CADD/GIS Technician III	\$135-160
CADD/GIS Technician II	\$105-130
CADD/GIS Technician I	\$80-100
Environmental Scientist V	\$200-250
Environmental Scientist IV	\$165-195
Environmental Scientist III	\$130-160
Environmental Scientist II	\$105-125
Environmental Scientist I	\$80-100
Construction Inspector III	\$155-175
Construction Inspector II	\$125-150
Construction Inspector I	\$80-120
Public Involvement IV	\$215-250
Public Involvement III	\$185-210
Public Involvement II	\$145-180
Public Involvement I	\$110-140
Senior Accountant	\$125-135
Accountant	\$100-120
Graphic Designer/Technical Editor	\$115-125
Administrative Assistant	\$90-115

Labor rates

The labor rates listed to the left provide a range for each category of service. HDR will assign the best suited staff, depending on the assignment. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees.

Expenses

All project expenses (i.e., reproduction, travel, lodging, meals, etc.) and all subcontractor costs will be marked up by 10%.



EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 1/16/2024

**SUBJECT: RESOLUTION DESIGNATION OF APPLICANTS AGENT FY22 BRIC
GRANT FUNDING**

BACKGROUND

In collaboration with the Solid Waste Department, Cumberland County Department of Emergency Services has submitted a sub-application to North Carolina Emergency Management, Hazard Mitigation Section for the FY22 BRIC grant. The grant project "Comprehensive Vegetative Waste and Emergency Debris Management Plan" aims to develop a 20-year Comprehensive Vegetative Waste Management Plan to evaluate the current operation of the Wilkes Road Facility. Additionally, the project will address how to increase production and optimize an already limited capacity during disaster events, which is critical to the recovery process.

The estimated cost of the project is \$157,500. The federal share is \$120,000 (76.19% of the total project cost); and \$7,500 of the total request is dedicated for management costs. BRIC requires the sub-applicant to provide a match consisting of in-kind services by County staff and/or County funds. The Cumberland County Board of Commissioners approved this funding on December 15, 2022.

Funds for the required match of \$37,500 are designated from the Cumberland County Solid Waste Department. The match was approved in this year's budget, which is referenced on page 259 under the Solid Waste Capital Improvement Plan.

The North Carolina Emergency Management- Hazard Mitigation requires a certified designation of the applicant's (DA) agent form to be completed.

RECOMMENDATION / PROPOSED ACTION

At the January 11, 2024, Agenda Session, the board unanimously approved that this item be moved to the January 16, 2024, meeting as a consent item for the designation of the applicant's (DA) agent form completion.

ATTACHMENTS:

Description

NCDPS Designated Agent Form

Type

Backup Material

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) _____ Disaster Number: _____
County of Cumberland

Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):
Not assigned

Applicant's Fiscal Year (FY) Start _____
Month: July Day: 1

Applicant's Federal Employer's Identification Number
56 - 6000291

Applicant's Federal Information Processing Standards (FIPS) Number
- 37051 -

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Clarence Grier	Agent's Name Sally Shutt
Organization Cumberland County	Organization Cumberland County
Official Position County Manager	Official Position Assistant County Manager
Mailing Address Po Box 1829	Mailing Address PO Box 1829
City, State, Zip Fayetteville, NC 28302	City, State, Zip Fayetteville, NC 28302
Daytime Telephone (910) 678-7726	Daytime Telephone (910) 678-1921
Facsimile Number (910) 678-7717	Facsimile Number (910) 678-7717
Pager or Cellular Number	Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20__.

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Glenn Adams, Chairman	Name Andrea Tebbe
Name and Title Dr. Toni Stewart, Vice Chairwoman	Official Position Clerk to the Board
Name and Title	Daytime Telephone (910) 678-7771

CERTIFICATION

I, _____, (Name) duly appointed and _____ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of _____ (Organization) on the _____ day of _____, 20__.

Date: _____ Signature: _____

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.



EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 1/16/2024

SUBJECT: CUMBERLAND-HOKE HAZARD MITIGATION PLAN AMENDMENT

BACKGROUND

The Federal Emergency Management Agency (FEMA) requires state and local governments to develop and adopt hazard mitigation plans to receive certain non-emergency disaster funds, including grants. Every five years, Cumberland County collaborates with Hoke County to update the Cumberland-Hoke Regional Hazard Mitigation Plan. The Cumberland County Board of Commissioners adopted the current plan on May 17, 2021, and FEMA approved it on June 23, 2021. FEMA recognizes the need for state and local jurisdictions to have the flexibility to build on and improve upon mitigation planning by allowing amendments to the plan.

To support the County's West Cedar Creek Public Water System BRIC application due on February 5, 2024, Emergency Services requests the Board of Commissioners consider the Cumberland-Hoke Regional Hazard Mitigation Plan Amendment CU6 as written in the attached resolution and that the Resolution be moved to the January 16, 2024, Regular Board of Commissioners Meeting as a consent agenda item.

The Cumberland-Hoke Regional Hazard Mitigation Plan can be viewed on the Cumberland County website at the following link:

https://www.cumberlandcountync.gov/docs/default-source/emergency-services-documents/final-cumberland-hoke_regional_hazard_mitigation_plan_2021-09-08.pdf

RECOMMENDATION / PROPOSED ACTION

At the January 11, 2024, Agenda Session Meeting, the Board of Commissioners unanimously approved placing this item on the January 16, 2024 consent agenda to approve the Amendment to the Cumberland-Hoke Regional Hazard Mitigation Plan.

ATTACHMENTS:

Description	Type
CUMBERLAND-HOKE HAZARD MITIGATION PLAN AMENDMENT 1	Backup Material

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

**RESOLUTION
ADOPTING CUMBERLAND-HOKE
REGIONAL
HAZARD MITIGATION PLAN
AMENDMENT CU6**

Amendment One, Cumberland-Hoke Regional Hazard Mitigation Plan Approved and Adopted June 23, 2021.

Sections: Section 9, Mitigation Action Plan, page 9-10.

Upon adoption by Cumberland County, NC on January 16, 2024, the following is an amendment to the above referenced Regional Hazard Mitigation Plan to meet the plan/proposal consistency requirements of the FEMA BRIC Program. This amendment will be incorporated into the body of the Cumberland-Hoke Regional Hazard Mitigation Plan on the next regularly scheduled update.

WHEREAS, Cumberland County, NC participates in the Cumberland-Hoke Regional Hazard Mitigation Plan and,

WHEREAS, Cumberland County wishes to be an eligible participant in the Federal Emergency Management Agency's BRIC Program and,

WHEREAS, The North Carolina Department of Public Safety Division of Emergency Management, Hazard Mitigation Section has identified certain required amendments to the aforesaid plan in order to meet eligibility requirements.

WHEREAS, The North Carolina Enhanced Hazard Mitigation Plan identifies certain goals, strategies and actions designed to address local government assistance demonstrating a coordinated and comprehensive statewide mitigation effort.

WHEREAS, The State of North Carolina Enhanced Mitigation Plan is consistent with the guidance and requirements of the FEMA Unified Hazard Mitigation Assistance suite of programs providing assistance to local governments in securing funding through various programs is identified in the Goals, Strategies and Actions Sections of the NC Enhanced Hazard Mitigation Plan Approved February 13, 2023.

Section 2 Planning Process

Part 2.6.2 page 2-16 (pdf 45) addresses integration with FEMA's Unified Hazard Mitigation Assistance Program

Section 5 Mitigation Strategy

Part 5.4.2.3 page 5-8 (pdf 474) addresses state assistance given to local governments in pursuit of funding sources including the UHMA suite of funding.

Mitigation Action NC-2 page 5-14 (pdf 480) identifies a comprehensive list of mitigation actions that NCEM-HM will pursue in partnership with local governments.

Project types that fall under this action could include but are not limited to: Acquire properties that are located in areas vulnerable to hazards. Elevate properties that are located in areas vulnerable to flooding. Structural retrofits for structures that are vulnerable to wind events. Non-structural retrofits for structures that are vulnerable to earthquakes/geological events. Analyze building stock to identify

potential structures that could be mitigated. Provide funds for purchase of conservation easements or purchase of land within floodplain. Identify properties to be acquired that will support mitigation by coordinating with other entities (such as the Clean Water Task Force) to leverage other funding sources for acquisition to support additional state mandated goals. Develop funding source (with hazard funds) targeted to areas most vulnerable to earthquakes, sinkholes, and landslide/geochemistry for acquisition and/or conservation easements. Promote safe room construction and help provide safe havens/rooms in areas with extremely vulnerable populations. Projects that include dam safety training for state personnel, increase in the number of dam inspections, increase in the submittal and testing of dam Emergency Action Plans, more timely review and issuance of permits, improved coordination with state emergency preparedness officials, identification of dams to be repaired or removed, conducting dam safety awareness workshops and creation of dam safety videos and other outreach materials. Projects to provide technical, planning, design, and construction assistance for rehabilitation of eligible high hazard potential dams. Encourage applications for Advance Assistance funding and Capability and Capacity Building funding to allow communities to secure assistance with identifying and quantifying problems and solutions with the goal of preparing quality funding proposals/applications.

NOW THEREFORE, in order to demonstrate compliance with guidance from the North Carolina Department of Public Safety (DPS) and the Federal Emergency Management Agency (FEMA) concerning participation in the FEMA BRIC Program, Cumberland County hereby adopts the following Amendment Number One to the Cumberland-Hoke Regional Hazard Mitigation Plan adopted June 23, 2021. This amendment applies only to Cumberland County and its involvement in various state and federal funding and mitigation programs.

Amendment One, Cumberland-Hoke Regional Hazard Mitigation Plan;

- A) **Section Nine** of the plan, Mitigation Action Plan identifies mitigation actions for Cumberland County. The table of actions on pdf page 525 (9-10 in the plan) Section 9 Cumberland County Mitigation Actions is hereby amended to include the following measures:

Mitigation Action CU6

- Description: Develop 5 100-125 GPM freshwater production wells connected to a centralized filtration, processing and distribution center with a 300,000-gallon elevated tank serving up to 771 customer connections.
- Hazard Addressed: Flood, Hurricane & Tropical Storm, Severe Weather
- Relative Priority: High
- Lead Agency/Department: County Administration
- Potential Funding Sources: FEMA HHDPR, BRIC, Local Funding
- Implementation Schedule: **2024**
- Implementation Status: Applying for funding 2023

This amendment will be incorporated into the next regularly scheduled update of the Cumberland-Hoke Regional Hazard Mitigation Plan.

Adopted this, the 16th day of January, 2024 by Cumberland County, NC

_____(signature)
Glenn B. Adams, Chairman of The Cumberland County Board of Commissioners

Attest:

_____(signature and SEAL)
Andrea Tebbe, Clerk



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DELORES TAYLOR, COMMUNITY DEVELOPMENT DIRECTOR

DATE: 1/16/2024

**SUBJECT: COMMUNITY DEVELOPMENT FUNDING AGREEMENT WITH
KINGDOM COMMUNITY DEVELOPMENT CORPORATION**

BACKGROUND

As required by the U.S. Department of Housing and Urban Development (HUD), Cumberland County Community Development must set aside at least 15 percent of its HOME Investment Partnerships Program (HOME) allocation for specific projects to be undertaken by a private nonprofit, community-based organization called a Community Housing Development Organization (CHDO). The CHDO must meet certain requirements such as: maintaining a certain legal status, organizational structure, and capacity and experience. Community Development has an open application process to solicit entities interested in serving as the County's designated CHDO. In addition, Community Development holds CHDO workshops to draw interest from other entities interested in developing affordable housing in the community.

Kingdom Community Development Corporation was selected through the Program Year (PY) 2022 Request for Proposal process to provide additional housing units targeting low-income households. In addition, Kingdom Community Development Corporation has served as the County's designated CHDO for over a decade and has been involved in expanding new affordable housing for both homebuyers and renters.

Community Development desires to enter into an agreement with Kingdom Community Development Corporation to construct six affordable housing units. Each unit will consist of 3 bedrooms and consist of approximately 1,400 square feet. The project site is located between Elizabeth Street and Lee Street in Spring Lake. Community Development has funding of approximately \$900,000 for this project. Kingdom Community Development Corporation will use additional resources as leverage.

This project will meet the following objectives outlined in Community Development's PY 2020-2024 Consolidated Plan (Five-Year Strategic Plan):

- Promote and assist in developing homeownership opportunities for low-and moderate-income households; and
- Promote and assist in the development of new affordable housing inventory for both rental and sales housing.

Once completed, the project will serve households with an income at or below 80% of the area median income.

RECOMMENDATION / PROPOSED ACTION

At the January 11, 2024 Agenda Session Meeting, the Board of Commissioners approved placing this item on the consent agenda at the January 16, 2024 Board of Commissioners' meeting for approval of the funding agreement with Kingdom Community Development Corporation in the amount of \$900,000.

ATTACHMENTS:

Description	Type
Funding Agreement	Backup Material
Elizabeth Street Project photos	Backup Material

**FUNDING AGREEMENT BETWEEN
CUMBERLAND COUNTY COMMUNITY DEVELOPMENT
AND
KINGDOM COMMUNITY DEVELOPMENT CORPORATION**

THIS AGREEMENT entered this ____ day of _____, 2023 by and between Cumberland County (herein called the "**County**") and Kingdom Community Development Corporation, a Community Housing Development Organization (herein called the "**CHDO**") located at 127 N. Main Street, Spring Lake, North Carolina.

WHEREAS, the County has received funds from the Department of Housing and Urban Development under the Home Investment Partnerships Program (HOME); and,

WHEREAS, the County wishes to engage the Community Housing Development Organization (CHDO) to assist the County in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES

A. Activities

The CHDO will be responsible for administering funds in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Funds granted to the CHDO under the CHDO set-aside must meet the "own, develop, or sponsor" requirement in 24 CFR Part 92.

1. Phase II: Elizabeth Street Project – HOME funds will be utilized for the construction of six single-family homes located on the property of Elizabeth and Lee Streets in Spring Lake, North Carolina as part of a multi-phased affordable housing development project.
2. The dwelling units will be occupied by households with incomes at or below 80% of the Area Median Income established by HUD. The household must occupy the property as the family's principal residence. The household must receive housing counseling prior to purchasing a HOME-assisted unit.

B. Property Standards

The CHDO will ensure that all properties acquired, improved, or constructed with grant funds will meet the property standards identified in 24 CFR Part 92.251, the lead-based paint requirements in 92.355 and 24 CFR Part 35 upon completion of the project. In addition, the CHDO must construct all new homes using HUD's Energy Star Standards to lower utility bills, improve comfort, increase project value and reduce air pollution and improve the environment. The CHDO must also ensure that all projects be reviewed by an independent Energy Star Home Rater for each project completed as part of the certification process.

C. Performance Monitoring

The County will monitor the performance of the CHDO in accordance with the goals and performance standards required in the funding agreement. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the CHDO within thirty (30) days after being notified by the County, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

All construction activities shall be completed no later than September 30, 2025. A final accounting for the expenditure of all County funds shall be submitted no later than October 31, 2025. Any funds that were not expended in accordance with the final accounting shall be remitted with the final accounting.

III. PAYMENT OF EXPENSES

A. Project Expenses

Project expenses shall be paid based on invoices for actual expenses incurred or paid. Requests for payment must be submitted by the CHDO on forms specified by the County, and adequate and proper documentation of eligible costs incurred in compliance with 24 CFR 92.206 and necessary for HUD Integrated Disbursement

Information System (IDIS) requirements. All such expenses shall be in conformance to the approved project budget. A budget revision and approval shall be required prior to payment of any expense not conforming to the approved project budget.

IV. BANKING REQUIREMENTS

The CHDO must maintain separate non-interest-bearing checking accounts for management of CHDO set-aside funds and project proceeds. The set-aside account should be called the HOME Investment Trust Account. The project proceeds account should be called the HOME Proceeds Account. In no way are these funds to be commingled with other resources/revenue of Kingdom Community Development Corporation.

V. FUNDING TERMS

A. Project Development Costs

The County will allocate up to \$900,000 in HOME funds towards the development of the eligible project. These funds will be provided as a grant to the CHDO to assist in the multi-phased development of eligible affordable housing projects, as further described in Paragraph I Scope of Services of this Agreement. The CHDO agrees to ensure that the properties acquired, improved, or constructed with HOME funds will meet the affordability standards as further described in Paragraph VIII.B of this agreement. The CHDO agrees to provide additional funds and resources necessary to leverage the total development cost of the project.

TOTAL CONTRACT AMOUNT NOT TO EXCEED: \$900,000

B. Future HOME Set-Aside Funds

Continued funding to the CHDO for HOME eligible projects will be evaluated on an annual basis.

VI. PROCEEDS

A. Sale Proceeds

1. **Grantee Share:** Thirty percent (30%) of the net sales proceeds from units developed or improved with HOME funds shall be returned to the Grantee. The CHDO shall return thirty percent (30%) of said proceeds to the Grantee within thirty (30) days from the date of closing.
2. **CHDO Share:** The CHDO shall retain seventy percent (70%) of the proceeds from the sale of any property developed or improved by the CHDO with HOME funds. The balance of the sales proceeds retained must be used for HOME eligible activities for low-income families, pursuant to 24 CFR 92.205 (Eligible Activities) and 24 CFR 92.206 (Eligible Project Costs) of the HOME Investment Partnership Program Final Rule. The CHDO further agrees that the proceeds derived from the sale of any property developed or improved by the CHDO with HOME funds shall be expended within 24 months after receipt on HOME eligible activities. All proceeds not expended 24 months after receipt will revert back to the County. All unused proceeds will be returned to the County within 30 days following termination of this agreement.

B. Rental Proceeds

The CHDO will retain all proceeds from the rental properties for the purpose of maintenance of the affordable housing units. The CHDO will provide annually an income expense pro forma for each year and in total during the affordability period of the rental project.

VII. NOTICES

Communications and details concerning this Agreement will be directed to the following contract representatives:

Delores (Dee) Taylor, Director
Cumberland County Community Development
P.O. Box 1829
Fayetteville, NC 28302
(910) 323-6112
(910) 323-6114 FAX

James C. Manning, Executive Director
Kingdom Community Development Corporation
127 N. Main Street
Spring Lake, NC 28390
(910) 436-2426
(910) 436-2429 FAX

VIII. PROJECT REQUIREMENTS

A. The CHDO will ensure that all activities undertaken meet the HOME funding requirements as spelled out in 24 CFR Part 92.

B. The CHDO will take full responsibility for ensuring that housing assisted with HOME funds meets the affordability requirements of 24 CFR Part 92.252 (Qualifications as affordable housing: Rental Housing) and 24 CFR Part 92.254 (Qualifications as affordable housing: Homeownership), as applicable. The period of affordability is based on the amount of HOME funds invested in the property, as indicated below:

Rental Housing Activity	Minimum period of affordability in years
Rehabilitation or acquisition of existing housing per units amount of HOME funds: Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20
Homeownership Assistance Home Amount per unit	Minimum period of affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

The sales price must be affordable to a reasonable range of low-income homebuyers (without exceeding 33 percent of gross income) and as determined by a recent market analysis. The CHDO will ensure that the properties continue to meet the affordability period by including a Declaration of Deed Restriction and Written Recapture Agreement in all documents transferring ownership of the property. If the project is owner-occupied, the CHDO shall ensure that any Promissory Notes and Mortgages recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the CHDO will monitor each unit for principal residency in compliance with 24 CFR 92.254(a)(3). If the property acquired/improved with HOME funds fails to meet the affordability period as described above, the County will implement its Recapture Provision, as further described in Exhibit I to this Agreement and incorporated herein by reference. If the property is sold through a lease-purchase agreement, the CHDO will ensure compliance with 24 CFR 92.254(a)(ii)(7).

C. The CHDO agrees that the properties not sold to an eligible homebuyer within six months of construction completion by receiving a certificate of occupancy will be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such rental units. The CHDO agrees to enforce the period of affordability in accordance with 24 CFR 92.252.

The County shall provide the CHDO with the initial rents to be charged. Any increase in initial rents and any subsequent increases during the time of term of the affordability period must be approved in writing by the County prior to implementation. The County reserves the right to reduce the contract rents in the event that the HOME Program Rent Limits are lowered during the term of affordability period. Gross rents must at all time remain below the maximum HOME Program Rent Limits established annually by HUD, as required pursuant to 24 CFR 92.252. If the CHDO does not meet the conversion and affordability requirements as stated, the CHDO shall be required to repay HOME funds.

D. The CHDO certifies that the activities carried out with CDBG funds, if applicable, shall meet the CDBG Program's National Objective of providing principal benefit to low/moderate income persons, as defined in 24 CFR 570.208(a)(2)(C). As a part of meeting this National Objective, the CHDO shall ensure that it verifies the income of each of its clients in a manner consistent with the Section 8 definition of income, as defined in 24 CFR 570.3.

E. The CHDO will conduct annual on-site maintenance inspections of any rental housing acquired with CHDO funds to determine compliance with the Section 8 Housing Quality Standards (HQS) and the HOME Program requirements. These inspections will be conducted for each unit until expiration of the period of affordability for the HOME assisted unit. Community Development Housing Services staff will perform inspections until such time as CHDO staff has been properly trained by Community Development staff in conducting Section 8

HQS inspections. Following training, inspections shall be the responsibility of the CHDO but will only be relinquished to the CHDO when the Community Development Director has reasonably determined that CHDO staff has been adequately trained.

F. The CHDO will be responsible for complying with the provisions of this Agreement even when the CHDO designates a third party or parties to undertake all or any part of the program. All third parties must be bound in writing to the same provisions as required by this Agreement.

G. The CHDO will comply with all lawful requirements of the County necessary to ensure that the program is carried out in accordance with the CHDO's certifications including certifications of assumption of labor standards responsibilities outlined in 24 CFR Part 92.

H. The employees, agents, or officials of the CHDO, including members of the governing body, who exercise any function or responsibility with respect to the program, or their immediate family members, during the tenure of the subject person or for one year thereafter, will have no direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this Agreement. The same prohibition will be incorporated in all such contracts and subcontracts.

I. The assistance provided under this Agreement will not be used by the CHDO to pay a third party to lobby the County for funding approval, approval of applications for additional assistance, or any other approval or concurrence of the County required under this Agreement. However, HOME funds may be used to pay reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitations, if these services are eligible as program costs. No fees for these services will be paid until invoices are submitted by the CHDO and reviewed for approval by the Community Development Director.

J. The CHDO will reimburse the County for any amount of HOME funds determined by the County to have been improperly expended.

K. The CHDO will notify the County in writing of any changes in its 501(c)(3) tax exempt status throughout the specified period of affordability, or any other change to the nonprofit which alters the organization such that it no longer meets the definition of a CHDO as provided under 24 CFR Part 92. Any change in effective control of the ownership or management of the CHDO shall require prior written approval of the County. The CHDO will not be relieved of any of the requirements, duties or obligation of this Agreement unless the County consents in writing.

L. The CHDO agrees to repay, remit or return to the County any amount of remaining HOME funds provided under this Agreement, if the County determines that the CHDO does not have the capacity to carry out its HOME program on schedule or in a timely matter. The CHDO will have thirty (30) days to cure identified deficiencies or to submit a plan of corrective action acceptable to Community Development. Upon failure of the CHDO to comply, the County will provide a written determination of capacity to the CHDO ten (10) days prior to any request to remit, return or repay the HOME funds.

M. The CHDO must meet the per unit subsidy limits as required by 24 CFR 92.250.

N. The CHDO will comply with the conditions of 24 CFR 92.257 regarding primary religious organizations.

IX. GENERAL CONDITIONS

A. General Compliance

The CHDO agrees to comply with the requirements of 24 CFR Part 92 [the HOME Investment Partnership Program (HOME)] as well as 24 CFR Part 570 [Community Development Block Grant CDBG) Program, if applicable. The CHDO also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract. The CHDO further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The CHDO will at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. As an independent contractor, the CHDO will comply with all legal requirements for payment of unemployment compensation, FICA, workers compensation insurance, and retirement, life and/or medical insurance as applicable for the CHDO's employees, and the County will have, and assumes, no responsibility or liability, therefore.

C. Hold Harmless

The CHDO will hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the CHDO's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The CHDO will provide Workers' Compensation Insurance for all of its employees involved in the performance of this contract.

E. Insurance & Bonding

The CHDO will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County. The CHDO will comply with the bonding and insurance requirements of 2 CFR Part 200.

F. Debarred / Suspended

The CHDO must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 CFR part 2424.

G. County Recognition

The CHDO will insure recognition of the role of the County in providing services through this contract. All activities, facilities and items utilized pursuant to this contract will be prominently labeled as to funding source. In addition, the CHDO will include a reference to the support provided herein in all publications made possible with funds under this Agreement.

H. Amendments

The County or the CHDO may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the County's governing body. Such agreements will not invalidate this Agreement, nor relieve or release the County or CHDO from its obligations under this Agreement. The County may, at its discretion, amend this Agreement to conform with Federal, State or local government guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by the written amendment signed by both County and CHDO.

I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph 1A above may only be undertaken with the prior approval of the County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the CHDO under this Agreement will, at the option of the County, become the property of the County, and the CHDO will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. The County may also suspend or terminate this Agreement, in whole or in part, if the CHDO materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare the CHDO ineligible for any further participation in the County's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the CHDO is in noncompliance with any applicable rules or regulations, the County may withhold up to fifteen percent

(15%) of said contract funds until such time as the CHDO is found to be in compliance by the County, or is otherwise adjudicated to be in compliance.

J. Agency and Authority

The COUNTY hereby designates the Director of Cumberland County Community Development as its exclusive agent with respect to this Agreement. The Director is authorized, on behalf of the COUNTY, to negotiate directly with the CHDO on all matters pertaining to this Agreement. The CHDO agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement will be exclusively with the same Director. Further, the CHDO specifically agrees that it will not implement any requested modifications in the specifications of any of the services subject to this Agreement except in the manner described in the paragraph entitled MODIFICATION.

X. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the administrative requirements specified in 2 CFR part 200. The Subrecipient further agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation as necessary.

2. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR Part 230, "Cost Principles for Non-Profit Organizations"; 2 CFR Part 220, "Cost Principles for Educational Institutions"; 2 CFR Part 225, "Costs Principles for State and Local Governments" as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The CHDO will maintain all records required by the Federal regulations specified in 24 CFR 92.508 and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records will include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken are eligible under the HOME and CDBG programs;
- c. Records documenting long-term affordability;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME and CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the HOME & CDBG program; and
- f. Financial records as required by 24 CFR Part 92 and 24 CFR Part 570, and 2 CFR Part 200.

2. Retention

The CHDO will retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract will be retained for five (5) years after the CHDO has received final payment. Notwithstanding the above, if there is/are litigation, claims, audits, negotiations or other activities that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Property Records

The CHDO will maintain a real property inventory that identifies properties purchased, improved or sold. Properties retained will continue to meet eligibility criteria and will conform to the affordability restrictions as specified in 24 CFR Part 92.252 or 92.254, as applicable.

4. Close Outs

The CHDO's obligation to the County will not end until all closeout requirements through the Integrated Disbursement and Information System (IDIS) are completed. Activities during this close-out period will include, but are not limited to, making final payments, tracking un-spent cash advances, proceeds balances, accounts receivable, and determining the custodianship of records.

5. Audits & Inspections

The Subrecipient agrees to have an annual agency audit conducted in accordance with 2 CFR part 200. If the Subrecipient does not meet the threshold requirements for an annual audit in accordance with 2 CFR part 200, the Subrecipient will have an annual audit conducted by an independent certified public accountant in accordance with generally accepted government auditing standards (GAGAS). All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Grantee, grantor agency, its designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. The Grantee will send written notice of any deficiencies to the Subrecipient within fifteen (15) days following audit/monitoring. Any deficiencies noted in monitoring reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above monitoring requirements will constitute a violation of this contract and may result in the withholding of future payments.

C. Reporting and Payment Procedures

1. Payment Procedures

The County will pay the CHDO funds available under this contract based upon information submitted by the CHDO and consistent with the activities described in Paragraph I Scope of Services of this Agreement and the following standards:

- a. **Payment of Expenses:** The CHDO will be responsible for the collection of all necessary source documentation to substantiate all expenditures prior to submission to the County for payment. The CHDO's Executive Director will submit all requests for payment with a cover memorandum consistent with the County's policy and the following source documentation:
- b. **Payroll Expenses:** All requests for payment of eligible payroll expenses will include a copy of a timesheet (in the format specified by the County) signed and dated by both the employee and the employee's supervisor. To accompany the timesheet, the CHDO will submit a work progress report to correspond to the hours submitted for payment. The work progress report will include, at a minimum, a synopsis of the dates and times worked, the number of clients assisted, the specific services that were provided to the clients, and/or the services that were performed for the program.
- c. **Other Expenses:** All requests for payment of eligible expenses will include a copy of the invoice or receipt for the expenditure as well as the date and check number documenting payment of the expense by the CHDO (or a copy of the check will suffice). The invoice / receipt should indicate the date the expense was incurred, the name of the CHDO (if applicable), and the amount of the expense.
- d. **Documentation of Expenditure of Proceeds:** To document the expenditure of CHDO proceeds committed to the eligible HOME projects of this Agreement, the CHDO will submit copies of all invoices for eligible expenses paid from the CHDO proceeds. These copies will be submitted to the County within 30 days after payment of the expense. A cover memorandum should accompany the documentation indicating the name of the project that the expense was made for in accordance with this agreement.
- e. **Frequency:** The CHDO will submit requests for payment of eligible expenditures incurred on behalf of the program to the Grantee at least on a monthly basis. The County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the CHDO.

2. Progress Reports

- a. Quarterly Reports - The CHDO will submit the following reports (if applicable) to the County on a quarterly basis:
- (i) Program Income Report – This report will include the program income, if applicable, (rents, fees, etc.) collected for the quarter, the expenses that were paid from that income; and the balance on hand. The report should also have attached copies of bills paid for eligible expenses as supporting documentation.
 - (ii) Project Inventory Report – This report will include the activities conducted to date to locate a project site, the number of units acquired/constructed, location of units acquired; the cost per unit, rehabilitation/construction costs, and the schedule for when the rehabilitation/construction will be completed and the unit leased/sold.
 - (iii) HOME Rental Project Activity Report for any project involving the acquisition or rehabilitation of rental housing;
 - (iv) Project Proceeds Report –This report details the amount of proceeds collected during the period, the amount currently on hand, and the amount expended on eligible home activities. This report should also include details on the nature of the expense and including copies of bills and/or invoices to document the expense.
 - (v) Bank Statements showing all activity for the Project Proceeds bank account during the report period.
 - (vi) Budget Activity Report.

All quarterly reports are due to the County by October 15th, January 15th, April 15th and July 15th.

3. Project Set Up and Completion

The CHDO will provide information to the County on the proposed activities of projects for set-up in IDIS, ten (10) days prior to CHDO obligation of any funds. The CHDO will provide project completion records to the County no later than fifteen (15) days after the final expenditure on the project has been made. The County will provide all required forms to the CHDO. The CHDO will spend its total allocation of HOME funds on eligible housing activities by the end of the fifth year or less after its project has been entered into IDIS or it must remit the remaining funds to the United States Treasury.

D. Procurement

1. Compliance

The CHDO will comply with current County policy concerning the purchase of equipment and will maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets, including but not limited to, unexpended proceeds, will revert to the County upon termination of this contract. If this Agreement is terminated during the first twelve (12) months, all personal property acquired with HOME funds will revert to the County.

2. Other Standards

The CHDO will procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Procurement Standards, and will subsequently follow Subpart C, Sections .30-.37, Property Standards, as modified by 24 CFR 570.502(b)(3)(vi), covering utilization and disposal of property.

E. Other Program Requirements

The CHDO agrees to comply with the following requirements of 24 CFR Part 92, Subpart H:

- 1. The federal requirements regarding nondiscrimination established in 24 CFR 92.350;
- 2. If the project contains five (5) or more HOME assisted units, the CHDO agrees to comply with the Affirmative Marketing responsibilities as enumerated by the County in accordance with 24 CFR 92.351;
- 3. Any displacement, relocation, and acquisition requirements imposed by the County consistent with 24 CFR 92.353;
- 4. The employment and contracting requirements in 24 CFR 92.354;

5. The conflict-of-interest provisions prescribed in 24 CFR 92.356(f); and
6. The consultant activities provision prescribed in 24 CFR 92.358.

XI. MISCELLANEOUS

A. Merger Clause

This Agreement, including the exhibits and attachments made herein, is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties will be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

B. Non-appropriation Clause

If appropriations of money to conduct and administer the presently scheduled program are lawfully reduced or terminated, or it is deemed in the public interest and necessity for the health, safety, or welfare of the public to so reduce or terminate this scheduled program, the Grantee, at its option, has the right to terminate this Agreement effective upon the end of the fiscal year. The County will give the CHDO written notice of termination under the provisions of this paragraph immediately upon receipt of actual notice by the Grantee of a reduction or termination of appropriations of money for the scheduled program, or any other necessity to reduce or terminate the program.

C. Environmental Review Clearance

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Cumberland County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

D. Iran Divestment Act Certification

Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E. E-Verify

Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

XII. INCORPORATED DOCUMENTS

The following documents or Exhibits to this contract are hereby made a part of this Contract and fully incorporated herein by reference, and compliance with the applicable provisions of these documents or Exhibits is a condition of this Contract.

- Exhibit I - Recapture Provision;
- Exhibit II – Certification Regarding Lobbying; and
- Exhibit III - Federal Contracting Requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

COUNTY OF CUMBERLAND, NC

ATTEST:

By: _____
Clerk to the Board of
County Commissioners

By: _____ Date
Cumberland County Board Chair

[OFFICIAL SEAL]

ATTEST:

KINGDOM COMMUNITY
DEVELOPMENT CORPORATION

By: Mary H. King
Secretary

By: Bill P. King 11/13/23
Chair Date

[SEAL]

PRE-AUDIT CERTIFICATE:

This instrument has been pre-audited in the
Manner required by the Local Government
Budget and Fiscal Control Act.

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
County Finance Director Date

By: _____ Date
County Attorney's Office
Agreement Expires:
(X) Renewable
() Non-Renewable

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Isaceli De Jesus, a Notary Public of the County and State aforesaid, certify that Mary H. King, personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of KINGDOM COMMUNITY DEVELOPMENT CORPORATION, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal and attested by him/her as its (Assistant) Secretary.

WITNESS my hand and Notarial Seal, this 13th day of November, 2023.

Isaceli De Jesus
Notary Public

My Commission Expires: 10/27/2024



EXHIBIT I

CUMBERLAND COUNTY COMMUNITY DEVELOPMENT RECAPTURE PROVISION

Recapture provision allows a homebuyer to sell their property to any willing buyer, the sale of the property during the affordability period triggers repayment of any direct HOME subsidy received by the original homebuyer when he/she purchased the home.

In accordance with the applicable homeownership recapture provisions outlined in 24 CFR Part 92.254(a)(5)(ii), Cumberland County shall enforce recapture provisions where HOME funds are provided as a direct subsidy to the homebuyer as down payment and/or purchase price assistance. The County requires the recapture of the entire amount of its HOME-funded homeownership housing assistance from net sales proceeds when the original homebuyer sells the property during the affordability period. Net proceeds are the funds remaining from the sale of the property by the original homebuyer less the repayment of the outstanding balance on any superior mortgage and any closing costs. To the extent that the net proceeds are available at closing, the principal balance of the HOME funds is due and payable. Under no circumstances will the County recapture more than is available from the net proceeds of the sale. In the event that net proceeds exceed the amount necessary to repay the County HOME funds, excess proceeds may be paid to the original homebuyer once HOME funds have been repaid to the County.

The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure, or assignment of an FHA-insured mortgage to HUD. The County may use purchase options, rights of refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. In these instances, additional HOME funds may be invested to acquire and/or rehabilitate the unit to ensure that its affordability is preserved. If during the original affordability period, the homebuyer obtains a redemptive ownership interest in the property the affordability restrictions will be revived according to the original terms.

The recapture provision will be enforced through a deed of trust, promissory note, deed restriction or land covenant, written recapture agreement, and/or other similar mechanisms.

EXHIBIT II

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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.
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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Kingdom CDC, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Billy R. King Bd. Chair

Name and Title of Contractor's Authorized Official

11/13/23

Date

EXHIBIT III

Federal Contracting Requirements

This attachment is incorporated into the Contract between the County and the Contractor/sub grantee. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor/sub grantee" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor/sub grantee.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor/sub grantee is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor/sub grantee pursuant to its obligations under this Contract. The Contractor/sub grantee and its sub-Contractor/sub grantees, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All Contractor/sub grantees entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor/sub grantee Compliance

The Contractor/sub grantee shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor/sub grantee must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor/sub grantee must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor/sub grantee and Sub Contractor/sub grantees agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of \$150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor/sub grantee agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

Clean Air Act

For contracts in excess of \$150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor/sub grantee agrees to report any violation to the County immediately upon discovery. The Contractor/sub grantee understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor/sub grantee must include this requirement in all subcontracts that exceed \$150,000.

The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor/sub grantee must maintain an acceptable cost accounting system. The Contractor/sub grantee agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor/sub grantee which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor/sub grantee 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/sub grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractor/sub grantees and their successors, transferees, assignees, and Sub Contractor/Sub Grantees acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

The County and the Contractor/sub grantee 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 County, the Contractor/sub grantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor/sub grantee agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor/sub grantee who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor/sub grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor/sub grantee's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor/sub grantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor/sub grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor/sub grantee to the extent the Federal Government deems appropriate.

The Contractor/sub grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor/sub grantee, to the extent the Federal Government deems appropriate.

The Contractor/sub grantee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-Contractor/sub grantees who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor/sub grantee's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor/sub grantee.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the County. By giving written notice to the Contractor/sub grantee, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor/sub grantee makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor/sub grantee's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor/sub grantee takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor/sub grantee shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor/sub grantee shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor/sub grantee of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor/sub grantee of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor/sub grantee from any claim for damages previously accrued or then accruing against the Contractor/sub grantee.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor/sub grantee shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor/sub grantee that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor/sub grantee, notwithstanding anything to the contrary in this Agreement, the Contractor/sub grantee agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor/sub grantee, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor/sub grantee necessary to evaluate Contractor/sub grantee's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor/sub grantee. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor/sub grantee shall be required to reimburse the County for the cost of the audit.

Remedies

Liquidated Damages: The County and the Contractor/sub grantee acknowledge and agree that the County may incur costs if the Contractor/sub grantee fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor/sub grantee agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor/sub grantee to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor/sub grantee fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor/sub grantee is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor/sub grantee and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor/sub grantee, collect the difference from the Contractor/sub grantee.

Right to Withhold Payment. If the Contractor/sub grantee materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor/sub grantee with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor/sub grantee agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor/sub grantee's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor/sub grantee hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor/sub grantee in a court of competent jurisdiction within the State of North Carolina. The Contractor/sub grantee further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor/sub grantee breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor/sub grantee shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part. 3000. As such, the Contractor/sub grantee is required to verify that none of the Contractor/sub grantee, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor/sub grantee is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Equal Employment Opportunity

During the performance of this contract, the Contractor/sub grantee agrees as follows:

1. The Contractor/sub grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/sub grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The Contractor/sub grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor/sub grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/sub grantee, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor/sub grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor/sub grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor/sub grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor/sub grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor/sub grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor/sub grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor/sub grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor/sub grantee or vendor. The Contractor/sub grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor/sub grantee becomes involved in, or is threatened with, litigation with a Subcontractor/sub grantee or vendor as a result of such direction by the administering agency the Contractor/sub grantee may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

Labor Wage Determination Number: N/A

If applicable to this contract, the Contractor/sub grantee agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor/sub grantee and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1) (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed

under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor/sub grantee and its sub-Contractor/sub grantees at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination.

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor/sub grantee and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor/sub grantee, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor/sub grantee shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor/sub grantee does not make payments to a trustee or other third person, the Contractor/sub grantee may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor/sub grantee, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor/sub grantee to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

2. *Withholding.*

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor/sub grantee under this contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor/sub grantee, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor/sub grantee or any sub-Contractor/sub grantee the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor/sub grantee, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and Basic Records.*

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor/sub grantee during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor/sub grantee shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractor/sub grantees employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor/sub grantee shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Contractor/sub grantee is

responsible for the submission of copies of payrolls by all sub-Contractor/sub grantees. Contractor/sub grantees and sub-Contractor/sub grantees shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor/sub grantee, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor/sub grantee to require a sub-Contractor/sub grantee to provide addresses and social security numbers to the prime Contractor/sub grantee for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor/sub grantee or Subcontractor/sub grantee or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor/sub grantee or sub-Contractor/sub grantee to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor/sub grantee or sub-contractor/sub grantee shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor/sub grantee or sub-contractor/sub grantee fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor/sub grantee, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and Trainees.*

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor/sub grantee to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor/sub grantee is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor/sub grantee's or sub-Contractor/sub grantee's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor/sub grantee will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor/sub grantee will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor/sub grantee shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor/sub grantee or sub contractor/sub grantee shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the sub contractor/sub grantee to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any sub contractor/sub grantee or lower tier sub contractor/sub grantee with all the contract clauses in 29 CFR Part 5.5.

Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and a sub contractor/sub grantee as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes' clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor/sub grantee (or any of its sub contractor/sub grantees) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor/sub grantee certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor/sub grantee's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor/sub grantee. The Contractor/sub grantee must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor/sub grantee and sub-contractor/sub grantees are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor/sub grantee and each sub-contractor/sub grantee must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor/sub grantee or sub-contractor/sub grantee shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractor/sub grantees to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any Subcontractor/sub grantee or lower tier Subcontractor/sub grantee with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and Subcontractor/sub grantee as provided in 29 CFR § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor/sub grantee and any Subcontractor/sub grantee responsible therefor shall be liable for the unpaid wages. In addition, such Contractor/sub grantee and Subcontractor/sub grantee shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

4. Subcontractor/sub grantees. The Contractor/sub grantee or Subcontractor/sub grantee shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for compliance by any sub-Contractor/sub grantees or lower tier Subcontractor/sub grantee with the clauses set forth in paragraphs (1) through (4) of this section.”

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

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

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.

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

Except for its own internal use, the Purchaser or Contractor/sub grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor/sub grantee 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. In accordance with 49 CFR § 18.34 and 49 CFR § 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)(i) and (2)(b)(ii) 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.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor/sub grantee using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor/sub grantee performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the 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 (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor/sub grantee's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor/sub grantee 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/sub grantee 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/sub grantee 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.

Nothing contained in this clause regarding 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.

Data developed by the Purchaser or Contractor/sub grantee and financed entirely without the use of Federal assistance 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/sub grantee identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor/sub grantee agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee '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/sub grantee agree to take the necessary actions to provide 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 CFR Part 401.

The Contractor/sub grantee also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

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/sub grantee agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee '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/sub grantee agree to take the necessary actions to provide 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 CFR Part 401.

The Contractor/sub grantee 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.

Procurement of Recovered Materials

Contractor/sub grantee and Subcontractor/sub grantee must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor/sub grantee and Subcontractor/sub grantees are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Contractor/sub grantee has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor/sub grantee can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule.
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Safeguarding Personal Identifiable Information:

Contractor/sub grantee will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor/sub grantee shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

ELIZABETH STREET PROJECT
by Kingdom Community Development Corporation



ELIZABETH STREET PROJECT
by Kingdom Community Development Corporation

New Homeowner





PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

DATE: 1/11/2024

**SUBJECT: COMMUNITY TRANSPORTATION PROGRAM 2024 TITLE VI
PROGRAM PLAN**

BACKGROUND

To satisfy compliance requirements of the North Carolina Department of Transportation and the Federal Transit Administration, Cumberland County must have an adopted Title VI Program Plan. The plan states that it is the policy of the Cumberland County Community Transportation Program (CTP) to ensure that no person shall, on the grounds of race, color, sex, age, national origin, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related non-discrimination Civil Rights laws and authorities.

The Plan template has been developed and reviewed by NCDOT-IMD and the NCDOT Office of Civil Rights to guide CTP in its administration and management of Title VI-related activities conducted by both the Cumberland County CTP and its contractors.

At the January 11, 2024 Agenda Session Meeting, the Board of Commissioners approved placing this item on the consent agenda at the January 16, 2024 Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

Approve the Community Transportation Program 2024 Title VI Program Plan.

ATTACHMENTS:

Description

CTP 2024 Title VI Program Plan

Type

Backup Material

Cumberland County Community Transportation



Presented to the
Board of Commissioners
January 16, 2024

Title VI Program Plan



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TITLE VI PLAN REVIEW AND ADOPTION

On behalf of the Cumberland County Board of Commissioners, I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the Cumberland County Board of Commissioners, have ***reviewed and hereby adopt*** this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, to the end the no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Cumberland County Community Transportation Program services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as protected by Title VI of the Civil Rights Act of 1964 and the nondiscrimination provisions of the Federal Transit Administration.

Signature of Authorizing Official

DATE

Table of Contents

Title VI Nondiscrimination Agreement.....	6
1.0 Introduction.....	7
2.0 Description of Programs and Services	7
2.1 Program(s) and Services Administered.....	7
2.2 Funding Sources / Tables	8
2.3 Decision-Making Process	8
2.4 Title VI Coordinator.....	9
2.5 Change of Title VI Coordinator and/or Head of Decision-making Body	9
2.6 Organizational Chart	9
2.7 Subrecipients	10
3.0 Title VI Nondiscrimination Policy Statement	11
4.0 Notice of Nondiscrimination.....	12
5.0 Procedures to Ensure Nondiscriminatory Administration of Programs and Services	13
6.0 Contract Administration	14
6.1 Contract Language	15
6.2 Nondiscrimination Notice to Prospective Bidders.....	16
7.0 External Discrimination Complaint Procedures	17-18
Discrimination Complaint Form.....	19-20
Discrimination Complaints Log	21
Investigative Guidance.....	22
SAMPLE Investigative Report Template	23
8.0 Service Area Population Characteristics.....	24
8.1 Race and Ethnicity.....	24
8.2 Age & Sex	24
8.3 Disability.....	25
8.4 Poverty.....	26
8.5 Household Income	27
8.6 Limited English Proficiency Populations	27
8.7 Population Locations	27
9.0 Title VI Equity Analyses (and Environmental Justice Assessments)	28
10.0 Public Involvement.....	29
10.1 Introduction	29
10.2 Public Notification.....	29

10.3 Dissemination of Information	29
10.4 Meetings and Outreach	30
10.5 Limited English Proficiency	31-34
10.6 Demographic Requests	35
10.7 Key Community Contacts.....	36
10.8 Summary of Outreach Efforts Since the Last Title VI Program Submission	36
11.0 Staff Training	37
12.0 Nonelected Boards and Committees – By Race and Gender	37
13.0 Record-Keeping and Reports	38
Appendices	39
Appendix A – Applicable Nondiscrimination Authorities.....	39
Appendix B – Organizational Chart	40
Appendix C– NCDOT’s Transit Review Checklist.....	41

TITLE VI NONDISCRIMINATION AGREEMENT
BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND
THE CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM

In accordance with DOT Order 1050.2A, the Cumberland County Community Transportation Program assures the North Carolina Department of Transportation (NCDOT) that no person shall, on the ground of **race, color, national origin, sex, creed, age, or disability**, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the Cumberland County Community Transportation Program.

Further, the Cumberland County Community Transportation Program hereby agrees to:

1. Designate a Title VI Coordinator that has a responsible position within the organization and easy access to the Accountable Executive of the Cumberland County Community Transportation Program.
2. Issue a policy statement, signed by the Account Executive of the Cumberland County Community Transportation Program of the organization, which expresses a commitment to the nondiscrimination provisions of Title VI and related applicable statutes. The signed policy statement shall be posted and circulated throughout the organization and to the general public and published where appropriate in languages other than English. The policy statement will be re-signed when there is a change of the Accountable Executive.
3. Insert the clauses of the contract language from Section 6.1 in every contract awarded by the organization. Ensure that every contract awarded by the organization's contractors or consultants also includes the contract language.
4. Process all and, when required, investigate complaints of discrimination consistent with the procedures contained within this Plan. Log all complaints for the administrative record.
5. Collect statistical data (race, color, national origin, sex, age, disability) on participants in, and beneficiaries of, programs and activities carried out by the organization.
6. Participate in training offered on Title VI and other nondiscrimination requirements. Conduct or request training for employees or the organization's subrecipients.
7. Take affirmative action, if reviewed or investigated by NCDOT, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless reasonable provisions are granted by NCDOT.
8. Document all Title VI nondiscrimination-related activities as evidence of compliance. Submit information and reports to NCDOT on a schedule outlined by NCDOT.

THIS AGREEMENT is given in consideration of, and for the purpose of obtaining, any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding.

Authorized Signature

Date

Glenn Adams/Chairman

1.0 INTRODUCTION

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d provides that: “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations, which provide additional protections based on age, sex, creed (religion), and disability, including the 1987 Civil Rights Restoration Act, which extended nondiscrimination coverage to all programs and activities of federal-aid recipients, subrecipients, and contractors, including those that are not federally-funded (see Appendix A – Applicable Nondiscrimination Authorities).

The Cumberland County Community Transportation Program is a recipient of Federal Transit Administration (FTA) funds from the North Carolina Department of Transportation (NCDOT). The Cumberland County Community Transportation Program establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined within the FTA Certifications & Assurances, “Nondiscrimination Assurance.” This document details the nondiscrimination program, policies, and practices administered Cumberland County Community Transportation Program and will be updated periodically to incorporate changes and additional responsibilities as they are made. This Plan will be submitted to NCDOT or FTA, upon request.

2.0 DESCRIPTION OF PROGRAMS AND SERVICES

2.1 PROGRAM(S) AND SERVICES ADMINISTERED

The Cumberland County Community Transportation Program provides public transportation options to its customers within Cumberland County, North Carolina. The goals and objectives of the project are to provide safe, dependable, accessible and affordable transportation through a demand response service for the un-met medical and non-medical needs of the elderly/disabled and general public of the rural and urban areas (as defined by the Census) within Cumberland County. The local community college as well as many of the job opportunities are located within the urbanized area. However, the residents live in part of the urbanized area which falls outside of the City's bus service area. For residents to access these opportunities, as defined in the local coordinated human service transportation plan, our program is necessary. Appointments are required to reserve a ride and the contact number is 910-678-7619. Transportation will be provided on all holidays except Christmas and New Year's.

Type of Service	Days of week	Times	Fare (if applicable)
5310 (Transportation for Elderly Persons and Persons with Disabilities)	Monday through Friday	05:00 AM – 08:00 PM	\$2.50 PER TRIP
EDTAP	Monday through Friday	05:00 AM – 08:00 PM	NO FARE
EMPLOYMENT	Monday through Friday	05:00 AM – 08:00 PM	\$2.50 PER TRIP
RGP	Monday through Friday	05:00 AM – 08:00 PM	\$2.50 PER TRIP
AAA MEDICAL	Monday through Friday	05:00 AM – 08:00 PM	NO FARE
AAA GENERAL	Monday through Friday	05:00 AM – 08:00 PM	NO FARE

2.2 FUNDING SOURCES / TABLES

For the purpose of federally assisted programs, "federal assistance" shall include:

1. grants and loans of Federal funds.
2. the grant or donation of Federal property and interest in property;
3. the detail of Federal personnel;
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
5. any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

Each FTA Formula Grant received by our system during the past year, and whether the funds were received through NCDOT or directly from FTA, is checked below.

Grant Title	NCDOT	FTA	Details (i.e., purpose, frequency, and duration of receipt)
5307 (Urbanized Area Formula)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Annually
5310 (Transportation for Elderly Persons and Persons with Disabilities)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Annually
5311 (Formula Grants for Other than Urbanized Areas)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Annually
Other: ROAP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Annually

2.3 DECISION-MAKING PROCESS

The Cumberland County Community Transportation Program provides public transportation options to its customers within Cumberland County, North Carolina. The final decisions and program documents are presented to the TAB which is a locally formed advisory group based on the guidelines and requirements of NCDOT/PTD. The Cumberland County Board of Commissioners and the TAB are obligated to ensure that the policies and plans it approves and administers do not intentionally or unintentionally discriminate against any person. The Cumberland County Board of Commissioners and the TAB/Governing Board are presented with the plans to approve prior to each submission to NCDOT. The plan/program documents include an acknowledgment page for Board approval. A copy of the official Board resolution or meeting minutes will also be provided as evidence that the plan has been adopted.

Board or Committee Name	Appointed	Elected	# of Members
Transit Advisory Board	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12
County Board of Commissioners	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7

2.4 TITLE VI COORDINATOR

The individual below has been designated as the Title VI Coordinator for the Cumberland County Community Transportation Program and is empowered with sufficient authority and responsibility to implement the Title VI Nondiscrimination Program:

Name: Lashonda Cherry-Crawford
Official Title: Transportation Program Coordinator
Address: 130 Gillespie Street, Rm 217
Phone: 910-678-7624
Email: lcrawford@cumberlandcountync.gov

Key responsibilities of the Coordinator include:

- Maintaining knowledge of Title VI and related requirements.
- Attending civil rights training when offered by NCDOT or any other regulatory agency.
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan.
- Training internal staff and officials on their Title VI nondiscrimination obligations.
- Disseminating Title VI information internally and to the general public, including in languages other than English.
- Presenting Title VI-related information to decision-making bodies for input and approval.
- Ensuring Title VI-related posters are prominently and publicly displayed.
- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income, and other underserved groups are included and not discriminated against.
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented.
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints.
- Coordinating with, and providing information to, NCDOT and other regulatory agencies during compliance reviews or complaint investigations.
- Promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements.

2.5 CHANGE OF TITLE VI COORDINATOR OR ACCOUNTABLE EXECUTIVE

If Title VI Coordinator or Accountable Executive changes, this document and all other documents that name the Coordinator or Accountable Executive, will immediately be updated, and an updated policy statement (and nondiscrimination agreement, if standalone) will be signed by the new Title VI Coordinator or Accountable Executive.

2.6 ORGANIZATIONAL CHART

The Cumberland County Community Transportation Program employs staff and contracts with transportation providers. The program consists of the following County and Contracted job categories:

- | | |
|-------------------------------|--------------------------|
| • Executive Director | • Dispatchers (Contract) |
| • Operations Coordinator (AE) | • Scheduler |
| • Finance Coordinator | • Lead Driver (Contract) |
| • Administrative Assistants | • Drivers (Contract) |
| • Lead Dispatcher | |

An organizational chart showing the Title VI Coordinator Accountable Executive's place within the organization is in **Appendix B**.

2.7 SUBRECIPIENTS

The Cumberland County Community Transportation Program does not have pass through funds to any other organizations and, therefore, does not have any subrecipients.

3.0 TITLE VI NONDISCRIMINATION POLICY STATEMENT

It is the policy of the Cumberland County Community Transportation Program, as a federal-aid recipient, to ensure that no person shall, on the ground of **race, color, national origin, sex, creed (religion), age or disability**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

Lashonda Cherry-Crawford, Title VI
Coordinator (AE)

Date

Title VI and Related Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The 1987 Civil Rights Restoration Act (P.L. 100-259) clarified and restored the original intent of Title VI by expanding the definition of “programs and activities” to include all programs and activities of federal-aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, “Nondiscrimination in Federally-assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act”; 49 U.S.C. 5332, “Nondiscrimination (Public Transportation)”; FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a, “Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”; FTA C 4703.1 - Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient's Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d

Implementation

- This statement will be signed by the Title VI Coordinator/ Accountable Executive of the Cumberland County Community Transportation Program and re-signed whenever a new person assumes that position.
- The signed statement will be posted on office bulletin boards, near the receptionist’s desk, in meeting rooms, at transit stops, inside vehicles, and disseminated within brochures and other written materials.
- The *core* of the statement (signature excluded) will circulate *internally* within annual acknowledgement forms.
- The statement will be posted or provided in languages other than English, when appropriate.

4.0 NOTICE OF NONDISCRIMINATION

- The Cumberland County Community Transportation Program operates its programs and services without regard to **race, color, national origin, sex, creed (religion), age, and disability** in accordance with Title VI of the Civil Rights Act and related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice may file a complaint with the Cumberland County Community Transportation Program.
- For more information on the Cumberland County Community Transportation Program's civil rights program, and the procedures to file a complaint, please contact Lashonda Cherry-Crawford at .-678-6724, (TDD/TTY 910-678-7659); email: lcrawford@cumberlandcountync.gov; or visit our administrative office at 130 Gillespie Street Rm 217, Fayetteville NC 28301. For more information, visit <https://cumberlandcountync.gov/ctp>.
- If information is needed in another language, contact 800-522-0453.
- A complainant may file a complaint directly with the North Carolina Department of Transportation by filing with the Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511, Attention: Title VI Nondiscrimination Program; phone: 919-508-1808 or 800-522-0453, or TDD/TTY: 800-735-2962.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Implementation

- The notice will be posted in its entirety on our website and in any documents and reports we distribute.
- The notice will be posted in our offices and inside/on our vehicles.
- Ads in newspapers and other publications shall include the following: "The Cumberland County Community Transportation Program operates without regard to **race, color, national origin, sex, creed (religion), age or disability**. For more information on the Cumberland County Community Transportation Title VI program or how to file a discrimination complaint, please contact 910-678-7624; lcrawford@cumberlandcountync.gov."
- The statement will be posted or provided in languages other than English, when appropriate.

5.0 PROCEDURES TO ENSURE NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES

We are committed to nondiscriminatory administration of our programs and services, organization wide. The Cumberland County Community Transportation Program will remind employees of Title VI nondiscrimination obligations through staff training and use of the **Annual Education and Acknowledgment Form** below. The Title VI Coordinator will periodically assess program operations to ensure this policy is being followed.

Annual Education and Acknowledgement Form

Title VI Nondiscrimination Policy

(Title VI and related nondiscrimination authorities)

No person shall, on the grounds of race, color, national origin, sex, age, creed, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of The Cumberland County Community Transportation Program are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Lashonda Cherry-Crawford at 130 Gillespie Street, Rm 217, Fayetteville NC 28301 – 910-678-7624. or lcrawford@cumberlandcountync.gov.

In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of the Cumberland County Community Transportation Program Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of the Cumberland County Community Transportation Program's, policies, services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

Signature

Date

Implementation

- Periodically, but not more than once a year, employees and representatives will receive, review and certify commitment to the Title VI Program.
- New employees shall be informed of Title VI provisions and expectations to perform their duties, accordingly, asked to review the Title VI Program, and required to sign the acknowledgement form.
- Periodic review of operational practices and guidelines by the Title VI Coordinator to verify compliance with the Title VI Program. Maintain documents of each review on file.
- Signed acknowledgement forms and records of internal assessments will remain on file for at least three years.

6.0 CONTRACT ADMINISTRATION

The Cumberland County Community Transportation Program ensures all contractors will fulfill their contracts in a nondiscriminatory manner. While contractors are not required to prepare a Title VI Program, they must comply with the nondiscrimination requirements of the organization to which they are contracted. The Cumberland County Community Transportation Program and its contractors will not discriminate in the selection and retention of contractors (at any level) or discriminate in employment practices in connection with any of our projects.

6.1 CONTRACT LANGUAGE

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

II. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of

persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

*The Contractor has read and is familiar with the terms above:

Contractor's Initials

Date

Implementation

- The nondiscrimination language above (**with** initials line) will be appended to any *existing* contracts, purchase orders, and agreements that do not include it, and initialed by the responsible official of the other organization.
- The nondiscrimination language above (**without** initials line) will be incorporated as standard language before the signature page of our standard contracts, purchase orders, and agreements.
- The Title VI Coordinator will review *existing* contracts to ensure the language has been added.

6.2 NONDISCRIMINATION NOTICE TO PROSPECTIVE BIDDERS

The Cumberland County Community Transportation Program, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, creed, limited English proficiency, low-income, or disability in consideration for an award.

Implementation

- The nondiscrimination language above will be included in all solicitations for bids for work or material and proposals for negotiated agreements to assure interested firms that we provide equal opportunity and do not discriminate.
- Outreach efforts will be made to minority and women-owned firms that work in requested fields and documented.
- Unless specifically required under Disadvantaged Business Enterprise (DBE) or Affirmative Action programs, all contractors will be selected without regard to their race, color, national origin, or sex.

7.0 EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES

These discrimination complaint procedures outline the process used by The Cumberland County Community Transportation Program to process complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to The Cumberland County Community Transportation Program programs, services, and activities. Complaints will be investigated by the appropriate authority. Upon completion of an investigation, the complainant will be informed of all avenues of appeal. Every effort will be made to obtain early resolution of complaints at the lowest level possible by informal means.

FILING OF COMPLAINTS

1. **Applicability** – These procedures apply to the beneficiaries of our programs, activities, and services, such as the members of the public and any consultants/contractors we hire.
2. **Eligibility** – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, sex, age, national origin, creed (religion) or disability, may file a written complaint. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Complaints may be submitted to the following entities:

- The Cumberland County Community Transportation Program, Lashonda Cherry-Crawford, 130 Gillespie Street Rm 217, Fayetteville NC 28301, 910-678-7624 or by email at lcrawford@cumberlandcountync.gov
 - **North Carolina Department of Transportation**, Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453
 - **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
 - **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228
4. **Format for Complaints** – Complaints shall be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
 5. **Discrimination Complaint Form** – The Discrimination Complaint Form is consistent with the FTA Certifications & Assurances, "Nondiscrimination Assurance."
 6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, creed (religion) or disability. The term "basis" refers to the complainant's membership in a protected group category.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations
			FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 49 U.S.C. 5332(b); FTA Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender	Women and Men	49 U.S.C. 5332(b); Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Creed	Religion.	Muslim, Christian, Hindu, Atheist	49 U.S.C. 5332(b)

Complaint Processing

1. When a complaint is received, an Acknowledgment Letter and a Complainant Consent/Release Form will be mailed to the complainant within ten (10) business days by registered mail.
2. We will consult with the NCDOT Title VI Program to determine the acceptability and jurisdiction of all complaints received. (Note: If NCDOT will investigate, the Title VI Program will be responsible for the remainder of this process. We will record the transfer of responsibility in our complaints log).
3. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
4. Upon receipt of the requested information and determination of jurisdiction, we will notify the complainant and respondent of whether the complaint has enough merit to warrant investigation.
5. If the complaint is investigated, the notification shall state the grounds of our jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
6. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

Complaint Log

1. When a complaint is received, the complaint will be entered into the Discrimination Complaints Log with other pertinent information and assigned a **Case Number**. (Note: All complaints must be logged).
2. The complaints log will be submitted to the NCDOT's Civil Rights office during Title VI compliance reviews. (Note: NCDOT may also be request the complaints log during pre-grant approval processes).
3. The **Log Year(s)** since the last submittal will be entered (e.g., 2015-2018, 2017-2018, FFY 2018, or 2018) and the complaints log will be signed before submitting the log to NCDOT.
4. When reporting **no complaints**, check the **No Complaints or Lawsuits** box and sign the log.

CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM

DISCRIMINATION COMPLAINT FORM

Any person who believes that he/she has been subjected to discrimination based upon race, color, creed, sex, age, national origin, or disability may file a written complaint with the Cumberland County Community Transportation Program, within 180 days after the discrimination occurred.

Last Name:		First Name:		<input type="checkbox"/> Male
				<input type="checkbox"/> Female
Mailing Address:		City	State	Zip
Home Telephone:	Work Telephone:	E-mail Address		
Identify the Category of Discrimination: <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> SEX <input type="checkbox"/> CREED (RELIGION) <input type="checkbox"/> DISABILITY <input type="checkbox"/> LIMITED ENGLISH PROFICIENCY <input type="checkbox"/> AGE				
<i>*NOTE: Title VI bases are race, color, national origin. All other bases are found in the "Nondiscrimination Assurance" of the FTA Certifications & Assurances.</i>				
Identify the Race of the Complainant <input type="checkbox"/> Black <input type="checkbox"/> White <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian <input type="checkbox"/> Alaskan Native <input type="checkbox"/> Pacific Islander <input type="checkbox"/> Other _____				
Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.				
Names of individuals responsible for the discriminatory action(s):				
How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).				
The law prohibits intimidation or retaliation against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.				
Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).				
<u>Name</u>		<u>Address</u>	<u>Telephone</u>	
1. _____		_____	_____	
2. _____		_____	_____	
3. _____		_____	_____	
4. _____		_____	_____	

DISCRIMINATION COMPLAINT FORM

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- ☐ NC Department of Transportation _____
- ☐ Federal Transit Administration _____
- ☐ US Department of Transportation _____
- ☐ US Department of Justice _____
- ☐ Federal or State Court _____
- ☐ Other _____

Have you discussed the complaint with any Cumberland County Community Transportation Program representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

****WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.**

COMPLAINANT'S SIGNATURE

DATE

MAIL COMPLAINT FORM TO:
CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM
130 GILLESPIE STREET, ROOM 217
FAYETTEVILLE NC 28301
910-678-7624

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Case #: _____

Referred to: ☐ NCDOT ☐ FTA Date Referred: _____

DISCRIMINATION COMPLAINTS LOG

Log Year(s):

CASE NO.	COMPLAINANT NAME	RACE/ GENDER	RESPONDENT NAME	BASIS	DATE FILED	DATE RECEIVED	ACTION TAKEN	DATE INVESTIG. COMPLETED	DISPOSITION

No Complaints or Lawsuits ☐

I certify that to the best of my knowledge, the above described complaints or lawsuits alleging discrimination, or **no complaints or lawsuits** alleging discrimination, have been filed with or against **Cumberland County Community Transportation Program** since the previous Title VI Program submission to NCDOT.

Signature of Title VI Coordinator or Other Authorized Official

Date

Print Name and Title of Authorized Official

INVESTIGATIVE GUIDANCE

- A. Scope of Investigation** – An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.
- B. Developing an Investigative Plan** – It is recommended that the investigator prepares an Investigative Plan (IP) to define the issues and lay out the blueprint to complete the investigation. The IP should follow the outline below:
1. Complainant(s) Name and Address (Attorney name and address if applicable)
 2. Respondent(s) Name and Address (Attorney for the Respondent(s) name and address)
 3. Applicable Law(s)
 4. Basis/(es)
 5. Allegation(s)/Issue(s)
 6. Background
 7. Name of Persons to be interviewed
 - a. Questions for the complainant(s)
 - b. Questions for the respondent(s)
 - c. Questions for witness(es)
 8. Evidence to be obtained during the investigation
 - a. Issue – e.g., Complainant alleges his predominantly African American community was excluded from a meeting concerning a future project which could affect the community.
 - i. Documents needed: e.g., mailing list which shows all physical addresses, P.O. Box numbers, property owner names, and dates when the meeting notification was mailed; other methods used by the RPO to advertise the meeting.
- C. Request for Information** – The investigator should gather data and information pertinent to the issues raised in the complaint.
- D. Interviews** – Interviews should be conducted with the complainant, respondent, and appropriate witnesses during the investigative process. Interviews are conducted to gain a better understanding of the situation outlined in the complaint of discrimination. The main objective during the interview is to obtain information that will either support or refute the allegations.
- E. Developing an Investigative Report** – The investigator should prepare an investigative report setting forth all relevant facts obtained during the investigation. The report should include a finding for each issue. A sample investigative report is provided below.

Cumberland Community Transportation Sample Investigative Report

I. COMPLAINANT(S) NAME (or attorney for the complainant(s) – name and address if applicable
Name, Address, Phone: 999-999-9999

II. RESPONDENT(S) (or attorney for the respondent(s) – name and address if applicable)
Name, Address, Phone: 999-999-9999

III. APPLICABLE LAW/REGULATION

[For example, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); 49 CFR §21.11; 49 CFR §26.53)]

IV. COMPLAINT BASIS(ES)

[For example, Race, Color, National Origin, Creed (Religion), Sex, Age, Disability)]

V. ISSUES/ALLEGATIONS

[Describe in logical sequence, each allegation including the prohibited basis for the alleged discriminatory conduct, (e.g., race, color, creed, sex, national origin, age, or disability) and the specific statutory or regulatory provision the allegation would violate, if proven to be true.]

Issue #1 – Complainant alleges that transit system failed to inform minority communities of rate increases.

Issue #2 – Complainant alleges that transit system has not sufficiently publicized or held public meetings to share information regarding fare increases and route changes that impacts low-income and minority citizens.

VI. BACKGROUND

[Provide detailed information regarding the complaint, including a historical overview of the case, including any activities or actions taken prior to accepting the complaint for investigation.]

VII. INVESTIGATIVE PROCEDURE

[Describe in detail, methods used to conduct the investigation, such as document requests, interviews and site visits. Include witnesses' names and addresses, documents received and/or reviewed, emails sent and received.]

VIII. ISSUES / FINDINGS OF FACT

[Provide a detailed description of the investigator's analysis of each allegation, based on clear and factual findings. Include specific evidence used to support your findings.]

IX. CONCLUSION

[State whether discrimination did or did not occur. Conclusions must be evidence-based and defensible. Test conclusions by considering all possible rebuttal arguments from the respondent and complainant. Both respondent and the complainant should be given an opportunity to confirm or rebut the assertions of the other party and your findings, but all the evidence you've presented should speak for itself.]

X. RECOMMENDED ACTIONS

[Outline what should be done to remedy the findings or, if necessary, provide justice for the complainant.]

APPENDIX

[Include in the Appendix any supplemental materials that support your findings and conclusion.]

8.0 SERVICE AREA POPULATION CHARACTERISTICS

To ensure that Title VI reporting requirements are met, we will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section contains relevant population data for our overall service area. This data provides context for the Title VI Nondiscrimination Program and will be used to ensure nondiscrimination in public outreach and delivery of our programs and services.

8.1 RACE AND ETHNICITY

The following table was completed using data from Census Table P9, B03001 Race and Hispanic or Latino Origin: 2020:

Race and Ethnicity	Number	Percent
Total Population	334,728	100
White	141,912	42.4
Black or African American	127,610	38.1
American Indian or Alaska Native	5,556	1.7
Asian	9,173	2.7
Native Hawaiian and Other Pacific Islander	1,454	0.4
Some other Race	15,833	4.7
Two or More Races	33,190	9.9
HISPANIC OR LATINO (of any race)	40,081	12
Mexican	14,004	4.2
Puerto Rican	13,438	4.0
Cuban	763	0.2
Other Hispanic or Latino	11,876	3.5

8.2 AGE & SEX

The following table was completed using data from Census Table S0101, Age Groups and Sex: 2020:

Age	Number			Percent		
	Both sexes	Male	Female	Both sexes	Male	Female
Total Population	334,562	166,102	168,460	100%	100%	100%
Under 5 years	25,266	12,830	12,436	7.6	7.7	7.4
Under 18 years	82,782	41,963	40,819	24.7	25.3	24.2
18 to 64 years	251,780	124,139	127,641	75.3	74.7	75.8
65 years and over	39,910	16,831	23,079	11.9	10.1	13.7
Median Age	31.4	29.0	34.2			

8.3 DISABILITY

The following table was completed using data from Census Table S1810, Disability Characteristics:

Subject	Total		With a Disability		Percent with a Disability	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Total civilian noninstitutionalized population	301,987	1,274	50,485	1,438	16.7	0.5
Population under 5 years	25,264	74	310	206	1.2	0.7
Population 5 to 17 years	57,289	105	4,466	433	7.8	0.8
Population 18 to 34 years	75,326	1,174	7,142	624	9.5	0.8
Population 35 to 64 years	105,014	594	21,689	964	20.7	0.9
Population 65 years to 74 years	23,443	140	8,208	533	35.0	2.3
Population 75 years and over	15,651	189	8,670	433	55.4	2.7
SEX						
Male	137,532	1,109	26,452	959	17.9	0.7
Female	164,455	551	25,811	1022	15.7	0.6
RACE AND HISPANIC OR LATINO ORIGIN						
White	141,470	1,601	24,452	977	17.3	0.7
Black or African American	118,021	1,245	20,835	902	17.7	0.8
American Indian and Alaska Native	3,969	369	851	174	21.4	4.0
Asian	7,650	513	729	166	9.5	2.1
Native American and Other Pacific Islander	983	171	111	61	11.3	6.5
Some other Race	8,850	767	1,341	297	15.2	3.4
Two or more races	21,044	1568	2,166	346	10.3	1.6
Hispanic or Latino	34,358	34,358	568	568	12.3	1.6

8.4 POVERTY

The following table was completed using data from Census Table S1701, Poverty Status in the Past 12 Months:

Subject	Total		Below poverty level		Percent below poverty level	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Population for whom poverty status is determined	317,261	1,239	59,484	2,921	18.7%	0.9
AGE						
Under 18	81,126	517	21,242	1,453	26.2%	1.8
18 to 64	197,041	1,225	33,599	1,225	17.1%	0.9
65 years and over	39,094	226	4,643	495	11.9%	1.3
SEX						
Male	152,032	1,004	25,422	1,639	16.7%	1.1
Female	165,229	519	34,062	1,582	20.6%	1.0
RACE AND HISPANIC OR LATINO ORIGIN						
White	152,224	1,647	21,133	1,773	13.9%	1.2
Black or African American	120,312	1,182	28,593	2,164	23.8%	1.7
American Indian and Alaska Native	3,946	384	1,146	244	29%	5.6
Asian	8,212	507	1,162	361	14.2%	4.2
Native Hawaiian and Other Pacific Islander	1,057	165	258	153	24.4%	13.3
Some other Race	9,426	895	2,260	545	24%	5.3
Two or more races	22,084	1,570	4,932	745	22.3%	2.8
Hispanic or Latino	37,321	570	7,778	998	20.8%	2.7
RACE AND HISPANIC OR LATINO ORIGIN						
All individuals below:						
50 percent of poverty level	26,398	1,949	N/A	N/A	N/A	N/A
125 percent of poverty level	78,315	2,836	N/A	N/A	N/A	N/A
150 percent of poverty level	94,586	2,976	N/A	N/A	N/A	N/A
185 percent of poverty level	119,844	3,038	N/A	N/A	N/A	N/A
200 percent of poverty level	131,285	2,909	N/A	N/A	N/A	N/A

8.5 HOUSEHOLD INCOME

The following table was completed using data from Census Table S1901, Income in the Past 12 Months (In 2020 Inflation-Adjusted Dollars):

Subject	Households	
	Estimate	Margin of Error +/-
Total	127,532	812
Less than \$10,000	8.4 %	0.6
\$10,000 to \$14,999	5.7%	0.5
\$15,000 to \$24,999	10.8%	0.6
\$25,000 to \$34,999	11.7%	0.6
\$35,000 to \$49,999	15%	0.7
\$50,000 to \$74,999	19.3%	0.8
\$75,000 to \$99,999	12%	0.7
\$100,000 to \$149,999	11%	0.6
\$150,000 to \$199,999	3.5%	0.3
\$200,000 or more	2.6%	0.3
Median income (dollars)	48,177	975
Mean income (dollars)	62,751	1,210

8.6 LIMITED ENGLISH PROFICIENCY POPULATIONS

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population	Margin of Error
Total (population 5 years and over):	309,296	+/-74	100%	(X)
Speak only English	273,490	+/- 846	88.4 %	+/- 0.5%
Spanish or Spanish Creole:	22,099	+/- 964	7.1 %	+/- 0.3%
Speak English "very well"	16,155	+/- 811	73.1%	+/- 2.6%
Speak English less than "very well"	5944	+/-671	26.9%	+/- 2.6%
Other Indo-European Languages	5,664	+/-739	1.8%	+/-0.2 %
Speak English "very well"	4,547	+/-613	80.3%	+/- 4.7%
Speak English less than "very well"	1,117	+/-323	19.7%	+/-4.7 %
Asian and Pacific Island Languages	6,379	+/- 528	2.1%	+/- 0.2%
Speak English "very well"	3,348	+/-417	52.5%	+/- 5.0%
Speak English less than "very well"	3,031	+/-407	47.5%	+/- 5.0%

8.7 POPULATION LOCATIONS

Federal-aid recipients are required to identify the characteristics and locations of populations they serve, particularly by race/ethnicity, poverty and limited English proficiency. We will document this narratively or through maps that overlay boundaries and demographic features on specific communities, and provide this information to NCDOT, upon request.

9.0 TITLE VI EQUITY ANALYSES (AND ENVIRONMENTAL JUSTICE ASSESSMENTS)

Title VI Equity Analyses. In accordance with FTA Circular 4702.1B, a Title VI equity analysis will be conducted whenever we construct a facility, such as a vehicle storage facility, maintenance facility, or operation center. The equity analysis will be conducted during the planning stage, with regard to the location of the facility, to determine if the project could result in a disparate impact to minority communities based on race, color or national origin. Accordingly, we will look at various alternatives before selecting a site for the facility. Project-specific demographic data on potentially affected communities and their involvement in decision-making activities will be documented. Title VI Equity Analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

Environmental Justice Analyses. As required by FTA C 4703.1, environmental justice (EJ) analyses will be conducted to determine if our programs, policies, or activities will result in disproportionately high and adverse human health and environmental effects on minority populations and low-income populations. EJ applies to our projects, such as when we construct or modify a facility, and our policies, such as when there will be a change in service, amenities or fares. Thus, we will look at various alternatives and seek input from potentially affected communities before making a final decision. Demographic data will be collected to document their involvement in the decision-making process. EJ analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

10.0 PUBLIC INVOLVEMENT

10.1 INTRODUCTION

Effective public involvement is a key element in addressing Title VI in decision-making. This **Public Participation Plan** describes how Cumberland County Community Transportation Program will disseminate vital agency information and engage the public. We will seek out and consider the input and needs of interested parties and groups traditionally underserved by transportation systems who may face challenges accessing our services, such as minority and limited English proficient (LEP) persons. Underlying these efforts is our commitment to determining the most effective outreach methods for a given project or population.

General public involvement practices will include:

- Expanding traditional outreach methods. Think outside the box: Go to hair salons, barbershops, street fairs, etc.
- Providing for early, frequent and continuous engagement by the public.
- Use of social media and other resources as a way to gain public involvement.
- Coordinating with community- and faith-based organizations such as the Hispanic Liaison, educational institutions, and other entities to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP persons could also include audio programming available on podcasts.

10.2 PUBLIC NOTIFICATION

Passengers and other interested persons will be informed of their rights under Title VI and related authorities with regard to our program. The primary means of achieving this will be posting and disseminating the policy statement and notice as stipulated policies and procedures respectively. Additional measures may include verbally announcing our obligations and the public's rights at meetings, placing flyers at places frequented by targeted populations, and an equal opportunity tag-on at the end of radio announcements. The method of notification will be determined through an initial screening of the area.

10.3 DISSEMINATION OF INFORMATION

Information on Title VI and other programs will be crafted and disseminated to employees, contractors and subrecipients, stakeholders, and the general public. Public dissemination efforts may vary depending on factors present, but will generally include: posting public statements setting forth our nondiscrimination policy in eye-catching designs and locations; placing brochures in public places, such as government offices, transit facilities, and libraries; having nondiscrimination language within contracts; including nondiscrimination notices in meeting announcements and handouts; and displaying our Notice of Nondiscrimination at all our public meetings.

At a minimum, nondiscrimination information will be disseminated on our website and on posters in conspicuous areas at our office(s). Project-related information and our most current Title VI-related information will be maintained online.

10.4 MEETINGS AND OUTREACH

There is no one-size-fits-all approach to public involvement. A variety of comprehensive and targeted public participation methods will be used to facilitate meaningful public involvement. Methods for engaging stakeholders and target audiences, including traditionally underserved and excluded populations (i.e., minorities, youth, low-income, the disabled, etc.) will include the following:

Public Relations and Outreach

Public relations and outreach (PRO) strategies aim to conduct well-planned, inclusive and meaningful public participation events that foster good relations and mutual trust through shared decision-making with the communities we serve.

- We will seek out and facilitate the involvement of those potentially affected.
- Public events will aim to be collaborative, fun, and educational for all, rather than confrontational and prescriptive.
- Media plans will typically involve multiple channels of communication like mailings, radio, TV, and newspaper ads.
- Abstract objectives will be avoided in meeting announcements. Specific “attention-grabbing” reasons to attend will be used, such as “Help us figure out how to relieve congestion on [corridor name]” or “How much should it cost to ride the bus? Let us know on [date].”
- Efforts will be made to show how the input of participants can, or did, influence final decisions.
- We will do our best to form decision-making committees that look like and relate to the populations we serve.
- We will seek out and identify community contacts and partner with local community- and faith-based organizations that can represent, and help us disseminate information to, target constituencies.
- Demographic data will be requested during public meetings, surveys, and from community contacts and committee members.

Public Meetings

“Public meeting” refers to any meeting open to the public, such as hearings, charrettes, open house and board meetings.

- Public meetings will be conducted at times, locations, and facilities that are convenient and accessible.
- Meeting materials will be available in a variety of predetermined formats to serve diverse audiences.
- An assortment of advertising means may be employed to inform the community of public meetings.
- Assistance to persons with disabilities or limited English proficiency will be provided, as required.

Small Group Meetings

A small group meeting is a targeted measure where a meeting is held with a specific group, usually at their request or consent. These are often closed meetings, as they will typically occur on private property at the owner’s request.

- If it is determined that a targeted group has not been afforded adequate opportunities to participate, the group will be contacted to inquire about possible participation methods, including a group meeting with them individually.
- Unless unusual circumstances or safety concerns exist, hold the meeting at a location of the target group’s choosing.
- Share facilitation duties or relinquish them to members of the target group.
- Small group discussion formats may be integrated into larger group public meetings and workshops. When this occurs, the smaller groups will be as diverse as the participants in the room.

Community Surveying

- Opinion surveys will occasionally be used to obtain input from targeted groups or the general public on their transportation needs, the quality or costs of our services, and feedback on our public outreach efforts.
- Surveys may be conducted via telephone, door-to-door canvassing, at community fairs, by placing drop boxes in ideal locations, or with assistance from other local agencies like social services.
- Surveys will be translated into languages other than English, when appropriate.

10.5 LIMITED ENGLISH PROFICIENCY

Limited English Proficient (LEP) persons are individuals for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. These individuals reported to the U.S. Census Bureau that they speak English less than very well.

To comply with USDOT's LEP Policy Guidance and Executive Order 13166, this section of our Title VI Plan outlines the steps we will take to ensure meaningful access by LEP persons to all benefits, services and information provided under our programs and activities. A four-factor analysis was conducted to determine the LEP language groups present in our planning area and the specific language services that are needed.

Four Factor Analysis

This Four Factor Analysis is an individualized assessment that balances the following four factors:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
- (2) The frequency with which LEP individuals come in contact with the program.
- (3) The nature and importance of the program, activity, or service provided by the recipient to people's lives; and
- (4) The resources available to the recipient and costs.

Factor #1: *The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.*

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population	Margin of Error
Total (population 5 years and over):	309,296	+/-74	100%	(X)
Speak only English	273,490	+/- 846	88.4 %	+/- 0.5%
Spanish or Spanish Creole:	22,099	+/- 964	7.1 %	+/- 0.3%
Speak English "very well"	16,155	+/- 811	73.1%	+/- 2.6%
Speak English less than "very well"	5944	+/-671	26.9%	+/- 2.6%
Other Indo-European Languages	5,664	+/-739	1.8%	+/-0.2 %
Speak English "very well"	4,547	+/-613	80.3%	+/- 4.7%
Speak English less than "very well"	1,117	+/-323	19.7%	+/-4.7 %
Asian and Pacific Island Languages	6,379	+/- 528	2.1%	+/- 0.2%
Speak English "very well"	3,348	+/-417	52.5%	+/- 5.0%
Speak English less than "very well"	3,031	+/-407	47.5%	+/- 5.0%

Cumberland County Community Transportation Program (CTP) examined the 2020 American Community Survey Estimates and was able to determine that one significant language usage population exists which speaks a language other than English and that population is Spanish or Spanish Creole. Census estimates shows a higher percentage of the Spanish or Spanish Creole that speak very well from the total population and speak English less than very well than any of the other languages. CTP evaluated non-English speakers in the counties that make up the Metropolitan Area (Cumberland, portions of Harnett and Hoke).

Factor #2: *The frequency with which LEP individuals come in contact with the program.*

The frequency with which LEP individuals are likely to come in contact with the program who speak English less than very well as defined in the Census is documented on page 31. The data states that more than 1,000 Spanish or Spanish Creole citizens speak less than very well English. Reasonable attempts will be made to accommodate these citizens and any persons encountered who require written translation or oral interpretation services. If an individual's LEP, we will work with the individual to ensure they receive the needed transportation service.

Factor #3: *The nature and importance of the program, activity, or service provided by the recipient to people's lives.*

The goals and objectives of the project are to provide safe, dependable, accessible and affordable transportation through a demand response service for the unmet non-medical needs of the elderly/disabled and general public of the urban areas (as defined by the Census) within Cumberland County. The local community college as well as many of the job opportunities are located in the urbanized area and part of this urbanized area falls outside of the City's service area. In order for these residents to access these opportunities as defined in the local coordinated human service transportation plan, 5310 funding is necessary. The LEP data states that more than 1,000 Spanish or Spanish Creole citizens speak less than very well English. Reasonable attempts will be made to accommodate any persons encountered who require written translation or oral interpretation services. If an individual is LEP, we will work with the individual to ensure they receive the needed transportation service.

Factor #4: *The resources available to the recipient and costs.*

The Cumberland County Transportation Program will be administering the project as well as other DOT funded transportation to users of the system to have the opportunity to get to and from work, school or medical and other non-medical needs safely and at a low cost of \$2.50 per one way trip or no cost for some destinations. The frequency with which LEP individuals are likely to come in contact with the program who speak English less than very well as defined in the Census is documented on page 31. These individuals will receive reasonable efforts to provide translation or interpreting services to assist them and to ensure they receive the needed transportation services. Reasonable attempts will be made to accommodate any persons encountered who require written translation or oral interpretation services. There are variety of resources that are available to clients such as Cumberland County Social Services and Health Department, Google translator is a free resource that CTP uses to translate and interpret writing and verbal information. CTP is continually exploring options for the best methods of delivering information and meeting the transit needs of all LEP persons and Cumberland County residents.

LANGUAGE ASSISTANCE PLAN

As a result of the above four factor analysis, a Language Assistance Plan (Plan) was required. Our Plan represents our commitment to ensuring nondiscrimination and meaningful access by persons who are Limited English Proficient (LEP). Reasonable attempts will be made to accommodate any persons encountered who require written translation or oral interpretation services. If an individual is LEP, we will work with the individual to ensure they receive the needed transportation service. Our employees will be routinely oriented on the principles and practices of Title VI and LEP to ensure fairness in the administration of this Plan. When needed, surveys will be translated into languages other than English. We will continue to provide our Notice to the Public in English and Spanish and provide when needed vital documents such as complaint sheets, policy statement for LEP when necessary.

Language Assistance Measures

The following general language assistance measures are reasonable and achievable for our organization at this time:

- Translating public notices posted in the local paper and at stations, stops, and in vehicles into Spanish that meet the safe harbor threshold in Factor 1.
- Vital documents—such as brochures with service times and routes—are translated into Spanish and available in our facility.
- Making a concerted effort to inform LEP persons of available language assistance via staff, broadcast media, relationship-building with organizations, and our website.
- Providing translation and interpretive services when appropriate (upon request or predetermined) at meetings.
- Determining how best to take public involvement to LEP groups directly, including through small group meetings.
- Using language identification flashcards to determine appropriate services.
- Establishing a process to obtain feedback on our language assistance measures.
 - Spanish: When written interpretation/translation is needed, Cumberland County Community Transportation Program staff may contact an interpreter at either Cumberland County Health Department or Cumberland County Department of Social Services for assistance. All Cumberland County Community Transportation Program legal notices, public notices, and agency brochures are printed in both English and Spanish.

Specific Measures by Language Group –

- Spanish: Cumberland County Transportation will provide the following: Brochures and flyers, etc. in Spanish which are available in our facility since that has been found to be the most dominant 2nd Language.
- Asian and Pacific Island brochures and flyers, etc. upon request.

Written Translation and Oral Interpretation

Vital documents will be translated for each eligible LEP language group in our service area that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be encountered. Translated materials will be placed online and in appropriate public (or private) places accessible to LEP persons. The safe harbor provisions apply to the translation of written documents only, and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. When appropriate, translation of any document will be communicated orally in the appropriate language.

In the event that the 5% trigger is reached for a LEP language group that is fewer than 50 persons, written notice will be provided in the primary language of that group of the right to receive competent oral interpretation of vital written materials, free of cost. The most effective method of notice, which could be an ad in the local newspaper or other publication, a radio commercial, or door hangers, will be determined in consideration of the circumstances on the ground and in coordination with LEP community contacts.

Staff Support for Language Assistance

- Agency staff will be provided a list of referral resources that can assist LEP persons with written translation and oral interpretation, including the Title VI Officer. This list will be updated as needed to remain current.
- All main offices and vehicles will have on hand a supply of language assistance flashcards and materials translated into the languages of the largest LEP language groups. When encountered by an LEP person, staff (including drivers) should present the individual with a speak flashcard and let them choose the language. Do not assume you know their preferred language. Drivers are permitted to seek volunteer assistance from other passengers before contacting a referral resource. Document the encounter and report it to the Title VI Coordinator.
- Training: All employees will be instructed on our procedures for providing timely and reasonable assistance to LEP persons. New employee orientation will also explain these procedures to new hires. Staff routinely encountering LEP persons by telephone or in person will receive annual refresher training. All other employees will be reminded of LEP through annual Title VI program acknowledgements ([Section 5.0](#)) and basic Title VI trainings ([Section 11.0](#)).

Project-Specific LEP Outreach

A project-specific four factor analysis will be conducted for any project or outreach event limited to a specific geographical area (i.e., the project study area or outreach area, respectively). Language assistance will be provided in accordance with the measures already outlined, including translating written materials for each LEP language group that is 5% or 1,000, whichever is less, of the project or outreach area population.

Monitoring and Updating the LAP

Monitoring of daily interactions with LEP persons will be continuous, thus language assistance techniques may be refined at any time. This Plan will be periodically reviewed—at least annually—to determine if our assistance measures and staff training are working. Resource availability and feedback from agency staff and the general public will be factors in the evaluation and any proposed updates. Among other practices, this process will include working with LEP community contacts to determine if our employees are responding appropriately to requests made with limited English or in languages other than English, and observing how agency staff responds to requests, including observing drivers or surveying riders. To the best of our ability, we will attempt to never eliminate a successful existing LEP service. Significant LEP program revisions will be approved or adopted by our board or designated official and dated accordingly. LEP data and procedures will be reviewed and updated at least once every three years.

10.6 DEMOGRAPHIC REQUEST

The following form was used to collect required data on Key Community Contacts and nonelected committee members.

The Cumberland County Transportation Program is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

Race/Ethnicity: <input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Other (please specify): _____	National Origin: (if born outside the U.S.) <input type="checkbox"/> Mexican <input type="checkbox"/> Central American: _____ <input type="checkbox"/> South American: _____ <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Chinese <input type="checkbox"/> Vietnamese <input type="checkbox"/> Korean <input type="checkbox"/> Other (please specify): _____
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	Age: <input type="checkbox"/> Less than 18 <input type="checkbox"/> 45-64 <input type="checkbox"/> 18-29 <input type="checkbox"/> 65 and older <input type="checkbox"/> 30-44
Disability: <input type="checkbox"/> Yes <input type="checkbox"/> No	
I choose not to provide any of the information requested above: <input type="checkbox"/>	

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the Cumberland County Transportation Program at 910-678-7624 or by email at lcrawford@cumberlandcountync.gov

Please sign below acknowledging that you have completed this form.

Thank you for your participation!

Name (print): _____

Signature: _____

Implementation

- Forms will be completed prior to NCDOT Title VI reviews and remain on file for three years.
- All new and existing members of appointed decision-making boards or committees will be **required** to complete this form for reporting purposes.
- If a member, for whatever reason, selects "*I choose not to provide any of the information requested above,*" this will be accepted as a **completed** form.
- If a member chooses not to provide any of the information on the form, the Title VI Coordinator will be permitted to indicate that member's race and gender, based on the Coordinator's best guess.
- Data from these forms will be used to complete the Demographic Request Table.
- Once a new member submits this form, the Demographic Request Table for the associated committee will be updated.

10.7 KEY COMMUNITY CONTACTS

11.0 Contact Name	Community Name	Interest or Affiliation	Also a Committee Member? (Y/N)
Alinda Bailey	Emergency Services	All county residents	Yes
Kristina Clifton	Service Source	Sheltered Workshop	Yes
Eloise Gardner	Council of Older adults	All county residents	No
Antonette Wiggins	Dialysis Center Representative	All county residents	Yes
Ashley Patterson	Dept. of Social Services	Human Services	Yes
Tiffany Neal	Fayetteville Area of Transit (FAST)	Transit Director	Yes
Carla Smith	Mid Carolina Council of Governments	All county residents	Yes

Contact information for key community contacts is not public information and is maintained outside of this document. Any staff member who wishes to contact any individual listed above must request that information from the Title VI Coordinator.

Contact information for key community contacts can visit our county website at <http://cumberlandcountync.gov/ctp>

or

[https://www.cumberlandcountync.gov/departments/planning-group/planning-and-inspections/fampo-fayetteville-area-metropolitan-planning-organization\)/ctp](https://www.cumberlandcountync.gov/departments/planning-group/planning-and-inspections/fampo-fayetteville-area-metropolitan-planning-organization)/ctp)

or contact the Title VI Coordinator.

10.8 SUMMARY OF OUTREACH EFFORTS MADE SINCE THE LAST TITLE VI PROGRAM SUBMISSION

The following format is used to document Cumberland County Transportation Program outreach efforts in reports to NCDOT. All meetings and disseminations of information capture information for the table below:

Meeting Date	Meeting Time	Meeting Purpose	Target Audience	Information Disseminated
2 nd Tuesday of the following months: January, April, July, October	10:00 AM	Transportation Advisory Board Quarterly Meeting	TAB Board Members, and General Public	Various information provided such as updates on program current and past spending, grants, title VI, events, and any other information pertaining to the program.
Varies – once a year	9:30am	Senior Health Fair	Citizens of Cumberland County/Seniors & People with disabilities	Brochures/Program information

11.0 STAFF TRAINING

All employees will receive basic Title VI training at least once every three years. New hires will receive this training within 15 days of their start date. Basic training will cover all sections of this Plan and our overall Title VI obligations. Staff may receive specialized training on how Title VI applies to their specific work areas. Those who routinely encounter the public, such as office personnel, call center staff, and vehicle drivers, will receive annual refresher training. Trainings will be provided or organized by the Title VI Coordinator and will often coincide with updates to our nondiscrimination policies and procedures. Records of staff trainings, such as agendas, sign-in sheets, copies of calendars, and certificates, will remain on file for at least three years (and in personnel files).

12.0 NONELECTED BOARDS AND COMMITTEES – BY RACE AND GENDER

The table below depicts race and gender compositions for each of our nonelected (appointed) decision-making bodies. Member names and full demographics for each committee are available, upon request.

Body	Male %	Female %	Caucasian %	African American %	Asian American %	Native American %	Other %	Hispanic %
Service Area Population	17	83	25	75	N/A	N/A	N/A	N/A
Transit Advisory Board	2	10	3	9	0	0	0	0

Strategies for Representative Committees

Diversification goals will be provided to our nonelected boards and committees to help ensure that their membership mirrors our service area demographics, as adequately as possible. We will provide periodic updates on our outreach efforts at meetings. When there is an opening on a board or committee, we will ensure the following:

- Current members will be made aware of diversity goals and polled for nominees.
- Officials from local minority groups will be made aware of the diversity goals and polled for nominees.
- Key Contacts from LEP groups will be contacted and polled for nominees.
- A recruitment notice for a Board Member opening will be posted on our website.
- An advertisement of recruitment notice for a Board Member will be placed with the local newspaper and other publications popular with minorities and other protected groups.

13.0 RECORD-KEEPING AND REPORTS

As a subrecipient of FTA funds through NCDOT, we are required to submit a Title VI Program update to NCDOT every three years, on a schedule determined by NCDOT. Records will be kept to document compliance with the requirements of the Title VI Program. Unless otherwise specified, Title VI-related records shall be retained indefinitely. These records will be made available for inspection by authorized officials of the NCDOT and/or FTA. Reports on Title VI-related activities and progress to address findings identified during Title VI compliance reviews may also be provided, upon request. It will occasionally be necessary to update this Title VI Plan or any of its components (e.g., complaints, Public Involvement, and LEP). Updates will be submitted to NCDOT for review and approval and adopted by our Board when required.

In addition to items documented throughout this Plan, records and reports due at the time of compliance reviews or investigations may include:

Compliance Reviews

- Title VI Program Plan
- List of civil rights trainings provided or received
- Summaries from any *internal* reviews conducted
- Ads and notices for specific meetings
- Findings from reviews by any other *external* agencies
- Title VI equity analyses and EJ assessments
- Discrimination Complaints Log

Complaint Investigations

- Investigative Reports
- Discrimination complaint, as filed
- List of interviewees (names and affiliations)
- Supporting Documentation (e.g., requested items, photos taken, dates and methods of contact, etc.)

Appendix A

Applicable Nondiscrimination Authorities

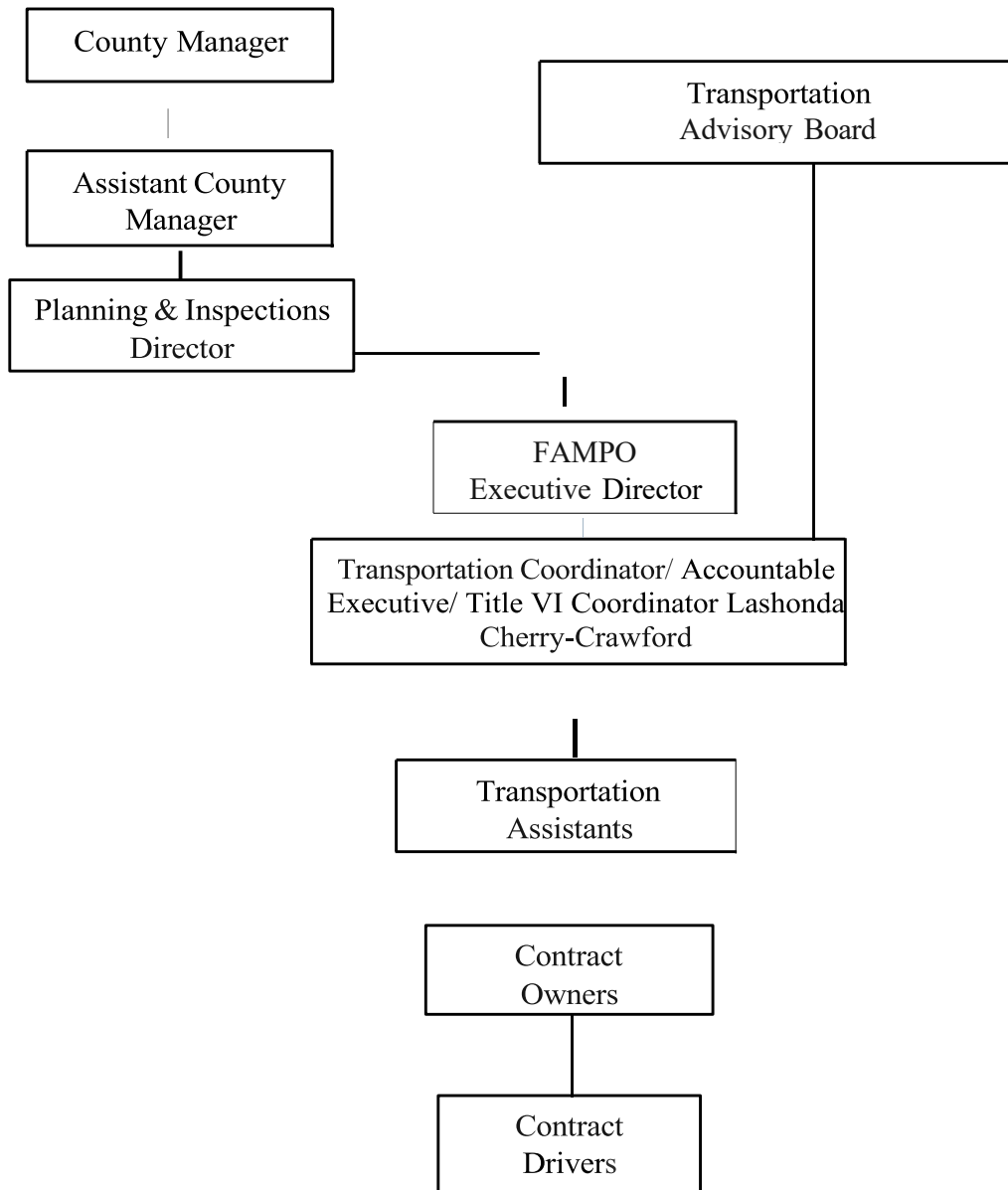
During the implementation of this Title VI Program, the organization, for itself, its assignees and successors in interest, is reminded that it has agreed to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, creed (religion), sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed (religion), color, national origin, or sex);
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

ORGANIZATIONAL STRUCTURE

FISCAL YEAR 2024

DEPARTMENT NAME Planning & Inspections



Appendix C
NCDOT's Compliance Review Checklist for Transit

I. Program Administration (General Requirements) <i>Requirement: FTA C 4702.1B – Title VI Requirements and Guidelines for FTA Recipients, Chapter III – General Requirements and Guidelines.</i> Note: Every NCDOT subrecipient receiving any of the FTA Formula Grants listed above must complete this section.	
Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	Completed
1. A copy of the recipient's <i>signed</i> NCDOT's Title VI Nondiscrimination Agreement	<input type="checkbox"/>
2. Title VI Policy Statement (<i>signed</i>)	<input type="checkbox"/>
3. Title VI Notice to the Public, including a list of locations where the notice is posted	<input type="checkbox"/>
4. Type the name and title of your Title VI Coordinator and attach a list of their Title VI duties Name/Title:	<input type="checkbox"/>
5. Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)	<input type="checkbox"/>
6. Title VI Complaint Form	<input type="checkbox"/>
7. List of transit-related Title VI investigations, complaints, and lawsuits (i.e., discrimination complaints log)	<input type="checkbox"/>
8. Public Participation Plan, including information about outreach methods to engage traditionally underserved constituencies (e.g., minorities, limited English proficient populations (LEP), low-income, disabled), as well as a summary of outreach efforts made since the last Title VI Program submission	<input type="checkbox"/>
9. Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance, which requires conducting four-factor analyses	<input type="checkbox"/>
10. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees	<input type="checkbox"/>
11. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program	<input type="checkbox"/>
12. A description of the procedures the agency uses to ensure nondiscriminatory administration of programs and services	<input type="checkbox"/>
13. If you pass through FTA funds to other organizations , include a description of how you monitor your subrecipients for compliance with Title VI, and a schedule for your subrecipients' Title VI Program submissions. ➤ No Subrecipients <input type="checkbox"/>	<input type="checkbox"/>
14. A Title VI equity analysis if you have constructed or conducted planning for a facility , such as a vehicle storage facility, maintenance facility, operation center, etc. ➤ No Facilities Planned or Constructed <input type="checkbox"/>	<input type="checkbox"/>
15. Copies of environmental justice assessments conducted for any construction projects during the past three years and, if needed based on the results, a description of the program or other measures used or planned to mitigate any identified adverse impact on the minority or low-income communities	<input type="checkbox"/>

➤ No Construction Projects <input type="checkbox"/>		
16. If the recipient has undergone a Title VI Compliance Review in the last 3 years, please indicate the year of the last review and who conducted it. Year/Agency:		<input type="checkbox"/>
II. Transit Providers		
<i>Requirement: FTA C 4702.1B, Chapter IV – Requirements and Guidelines for Fixed Route Transit Providers.</i>		
Note: All NCDOT subrecipients that provide <u>fixed route</u> public transportation services (e.g., local, express or commuter bus; bus rapid transit; commuter rail; passenger ferry) must complete this section.		
➤ Not Applicable <input type="checkbox"/> (Check this box if you do not provide <u>fixed route</u> services, and skip questions 17 and 18. This section does not apply to you if you <i>only</i> provide demand response services.)		
Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)		Completed
17. Service standards (quantitative measures) developed for <i>each specific fixed route mode</i> that the recipient provides (standards may vary by mode) must be submitted for each of the following indicators:		
• Vehicle load for each mode (Can be expressed as the ratio of passengers to the total number of seats on a vehicle. For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees.)		<input type="checkbox"/>
• Vehicle headway for each mode (Measured in minutes (e.g., every 15 minutes), headway refers to the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. Service frequency is measured in vehicles per hour (e.g., 4 buses per hour).)		<input type="checkbox"/>
• On time performance for each mode (Expressed as a percentage, this is a measure of runs completed as scheduled. The recipient must define what is considered to be “on time.” Performance can be measured against route origins and destinations only, or against origins and destinations as well as specified time points along a route.)		<input type="checkbox"/>
• Service availability for each mode (Refers to a general measure of the distribution of routes within a transit provider’s service area, such as setting the maximum distance between bus stops or train stations, or requiring that a percentage of all residents in the service area be within a one-quarter mile walk of bus service.)		<input type="checkbox"/>
18. Service policies (system-wide policies) adopted to ensure that service design and operations practices do not result in discrimination on the basis of race, color or national origin, must be submitted for each of the following:		
• Transit amenities for each mode (e.g., benches, shelters/canopies, printed materials, escalators/elevators, and waste receptacles. NOTE: Attach this information <u>only</u> if you have decision-making authority over siting transit amenities or you set policies to determine the siting of amenities.)		<input type="checkbox"/>
• Vehicle assignment for each mode (Refers to the process by which transit vehicles are placed into service throughout a system. Policies for vehicle assignment may be based on the type or age of the vehicle, where age would be a proxy for condition, or on the type of service offered.)		<input type="checkbox"/>



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

DATE: 1/11/2024

**SUBJECT: COMMUNITY TRANSPORTATION PROGRAM DRUG AND ALCOHOL
POLICY PLAN UPDATE**

BACKGROUND

On September 18, 2023, the Cumberland County Board of Commissioners approved an addendum to the 2024 CTP Drug and Alcohol Policy. The State is now requesting the County adopt this and other policies into the current, complete 2024 Drug and Alcohol Policy document.

The Federal Transit Administration has updated 49 CFR Part 40, which requires that the County update its Drug and Alcohol plan to remain in compliance. The final rule, among other items, authorizes employers to use oral fluid drug testing as an alternative testing methodology to urine drug testing. The final rule also:

- harmonizes language with pertinent sections of the HHS oral fluid Mandatory Guidelines;
- clarifies certain Part 40 provisions that cover urine drug testing procedures;
- removes provisions that are no longer necessary;
- adds eight new definitions, clarifying language to definitions and adds web links; and
- updates provisions to address issues that have risen in recent years.

Attached, please find the complete 2024 Cumberland County Transportation Program Drug and Alcohol Policy, with required updates.

At the January 11, 2024, Agenda Session Meeting, the Board of Commissioners approved placing this item on the consent agenda at the January 16, 2024, Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

Approve the Community Transportation Program Drug and Alcohol Policy Plan Update.

ATTACHMENTS:

Description

CTP Drug and Alcohol Policy Update

Type

Backup Material

**CUMBERLAND COUNTY COMMUNITY
TRANSPORTATION PROGRAM
DRUG AND ALCOHOL
POLICY
FY2024**

**ZERO TOLERANCE
DRUG AND ALCOHOL TESTING POLICY
Cumberland County Community Transportation Program
Adopted as of January 16, 2024**

A. PURPOSE

- 1) The Cumberland County Community Transportation Program provides public transit and paratransit services for the residents of Cumberland County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Cumberland County Community Transportation Program declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. Covered employees shall abide by the terms of this policy statement as a condition of employment. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates drug and alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of specimens for drug and alcohol testing.
- 3) Any provisions set forth in this policy that are included under the sole authority of Cumberland County Community Transportation Program and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Cumberland County Community Transportation Program will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time and contracted) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, persons controlling the dispatch or movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

Alternate specimen: An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Collection Site: A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify a specific drug or drug metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Cutoff: The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the

Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Employee: Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under 49 CFR Part 40, the term employee has the same meaning as the term “donor” as found on CCF and related guidance materials produced by the Department of Health and Human Services.

Evidential Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations and appears on ODAPC’s Web page for “Approved Evidential Breath Measurement Devices” because it conforms with the model specifications available from NHTSA.

Initial Drug Test: The first test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of HHS; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40.

Limit of Detection (LOD): The lowest concentration at which the analyte (e.g., drug or drug metabolite) can be identified.

Limit of Quantification (LOQ): For quantitative assays, the lowest concentration at which the identity and concentration of the analyte (e.g., drug or drug metabolite) can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug, or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative specimen: A specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), or invalid.

Oral Fluid Specimen: A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection for all purposes of 49 CFR Part 40, as amended.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Primary specimen: In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of specimen validity testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary ("A") specimen by the collector to distinguish it from the split ("B") specimen, as defined in 49 CFR Part 40, as amended.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split (Bottle B) specimen when the second HHS-certified laboratory corroborates the original result reported for the primary (Bottle A) specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver's License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling dispatch or movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Specimen: Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

Specimen Bottle: The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, is used to hold a primary (“A”) or split (“B”) specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a “vial,” “tube,” or “bottle.”

Split Specimen: In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee’s request following MRO verification of the primary specimen as positive, adulterated or substituted.

Split specimen collection: A collection in which the single specimen collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: An employee’s specimen not consistent with a normal human specimen, as determined by HHS (e.g., a urine specimen, with creatinine and specific gravity values that are so diminished, or so divergent that they are not consistent with normal human urine).

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of specimen without a valid medical explanation.
- (6) Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer’s Designated Employer Representative (DER).

- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Undiluted (neat) oral fluid: An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component, process, or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

Urine specimen: Urine collected from an employee at the collection site for the purpose of a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the specimen, if the specimen was diluted, or if the specimen was altered.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as

described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Cumberland County Community Transportation Program supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
- c. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

F. PROHIBITED CONDUCT

- 1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug

and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:

- i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
 - 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
 - 7) Cumberland County Community Transportation Program under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
 - 8) Consistent with the Drug-free Workplace Act of 1988, all Cumberland County Community Transportation Program employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Cumberland County Community Transportation Program management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in this policy.

H. TESTING REQUIREMENTS

- 1) Drug testing and alcohol testing will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable

suspicion, following an accident, and random as defined in this policy, and return to duty/follow-up.

- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Cumberland County Community Transportation Program authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with Cumberland County Community Transportation Program. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine and/or oral fluid specimen will be collected as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary specimen. For those specimens that are not negative, a confirmatory test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the confirmatory test are at or above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug

testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Cumberland County Community Transportation Program. If a legitimate explanation is found, the MRO will report the test result as negative.

- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Cumberland County Community Transportation Program will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Cumberland County Community Transportation Program will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
- 7) Observed collections
 - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation with no advance notice will occur if:

- i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Cumberland County Community Transportation Program that there was not an adequate medical explanation for the result.
- ii. The MRO reports to Cumberland County Community Transportation Program that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed.
- iii. The laboratory reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original urine specimen was out of range (See §40.65(b)(5));
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (See §40.65(c)(1)).
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Cumberland County Community Transportation Program affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.

- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo drug testing prior to performance of a safety-sensitive function.
 - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 - b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
 - c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
 - d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with this policy.
 - e. If a pre-employment test is canceled, Cumberland County Community Transportation Program will require the applicant to take and pass another pre-employment drug test.
 - f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-

employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide Cumberland County Community Transportation Program with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. Cumberland County Community Transportation Program is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide Cumberland County Community Transportation Program proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All Cumberland County Community Transportation Program FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Cumberland County Community Transportation Program authority, a non-DOT reasonable suspicion alcohol test may be performed any time the

covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

- 2) Cumberland County Community Transportation Program shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Cumberland County Community Transportation Program.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with this policy. Cumberland County Community Transportation Program shall place the employee on administrative leave in accordance with the provisions set forth under this policy. Testing in this circumstance would be performed under the direct authority of the Cumberland County Community Transportation Program. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in this policy or the associated consequences.

M. POST-ACCIDENT TESTING

- 1) **FATAL ACCIDENTS** – A covered employee will be required to undergo drug and alcohol testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as

determined by the employer using the best information available at the time of the decision.

- 2) NON-FATAL ACCIDENTS – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
- a. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
 - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Cumberland County Community Transportation Program is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Cumberland County Community Transportation Program may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Individuals who may be covered under company authority will be selected from a pool of non-DOT-covered individuals.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained

separately from the testing pool of non-safety-sensitive employees that are included solely under Cumberland County Community Transportation Program authority.

- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Cumberland County Community Transportation Program' authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

Cumberland County Community Transportation Program will terminate the employment of any employee that tests positive or refuses a test as specified in this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be

frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:
 - a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b. Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c. Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d. In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.

- e. Fail to provide a sufficient quantity of specimen without a valid medical explanation.
 - f. Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
 - g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
 - h. Fail to cooperate with any part of the testing process.
 - i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
 - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
 - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
 - m. Fail to remain readily available following an accident.
 - n. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 4) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
 - b. Failure to execute or remain compliant with the return-to-work agreement shall result in termination from Cumberland County Community Transportation Program employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in this policy; however, all follow-up testing performed as part of a return-to-work agreement required under this policy is under the sole authority of Cumberland

County Community Transportation Program and will be performed using non-DOT testing forms.

- c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.
 - d. A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in this policy.
 - e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in this policy.
 - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Cumberland County Community Transportation Program.
 - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Cumberland County Community Transportation Program is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the Cumberland County Community Transportation Program Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Cumberland County Community Transportation Program or the employee.

10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken.

11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the *Cumberland County Board of Commissioners* on *January 16, 2024*.

(signature)

Glenn B. Adams, Chairman, Cumberland County Board of Commissioners

Attest:

(signature and SEAL)

Andrea Tebbe, Clerk

Attachment A

<u>Job Title</u>	<u>Job Duties</u>	<u>Testing Authority</u>
Contract Drivers	Transporting clients from one place to another	FTA/CTP
Contract Dispatchers	Point of contact for drivers, clients, and CTP staff	FTA/CTP

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Cumberland County Community Transportation Program Drug and Alcohol Program Manager

Name: Lashonda Cherry-Crawford

Title: Program Director

Address: 130 Gillespie St. Fayetteville, North Carolina 28301

Telephone Number: 910-678-7624

Medical Review Officer

Name: Dr. Allan Rickman

Title: Medical Review Officer

Address: 814 Ward Parkway Suite 275, Kansas City, MO 64114

Telephone Number: 888-382-2281

Substance Abuse Professional #1

Name: Alexander McArthur, Ph. D

Title: Clinical Director

Address: 727 McGilvary St. Fayetteville, North Carolina 28301

Telephone Number: 910-323-2875

Substance Abuse Professional #2

Name: Carolina Outreach LLC – Amanda Shepherd, LCAS

Title: Substance Abuse Counselor

Address: 911 Hay Street, Fayetteville, North Carolina 28305

Telephone Number: 910-438-0939



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 1/4/2024

SUBJECT: CASE ZON-23-0034

BACKGROUND

ZON-23-0034: Text Amendment to the Cumberland County Zoning Ordinance to regulate tobacco and hemp retail products within Cumberland County, submitted by Planning & Inspections Staff (applicant).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the text amendment at their December 19, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: Planning & Inspections Staff recommends approval of the text amendment and finds the request consistent with the 2030 Growth Vision Plan because, while specific land use plan policies do not specifically address regulations for Tobacco and Hemp Retail uses, a current ordinance that promotes County-wide public health, safety, and welfare achieves goals laid out not only in the 2030 Growth Vision Plan, but all detailed land use plans within the County. Approval of this text amendment is also reasonable and in the public interest as it is an update to clarify standards and review processes for the public.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-23-0034, I move to approve the text amendment and find the request consistent with the 2030 Growth Vision Plan because, while specific land use plan policies do not address regulations for Tobacco and Hemp Retail uses, a current ordinance that promotes County-wide public health, safety, and welfare achieves

goals laid out not only in the 2030 Growth Vision Plan, but all detailed land use plans within the County. Approval of this text amendment is also reasonable and in the public interest as it is an update to clarify standards and review processes for the public.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-23-0034, I move to deny the text amendment and find the request is not consistent with the 2030 Growth Vision Plan. The request is not reasonable or in the public interest because
_____.

ATTACHMENTS:

Description

Case ZON-23-0034

Type

Backup Material



Cumberland County Joint Planning Board

JANUARY 4, 2024

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-23-0034:** Text Amendment to the Cumberland County Zoning Ordinance to regulate tobacco and hemp retail products within Cumberland County, submitted by Planning & Inspections Staff (applicant).

ACTION: Recommended approval of the text amendment at their December 19, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF DECEMBER 19, 2023

Mr. Howard presented the text amendment.

In Case ZON-23-0034, Planning & Inspections Staff recommends approval of the text amendment and finds the request consistent with the 2030 Growth Vision Plan because, while specific land use plan policies do not specifically address regulations for Tobacco and Hemp Retail uses, a current ordinance that promotes County-wide public health, safety, and welfare achieves goals laid out not only in the 2030 Growth Vision Plan, but all detailed land use plans within the County. Approval of this text amendment is also reasonable and in the public interest as it is an update to clarify standards and review processes for the public.

The Board had discussion about the proposed text amendment.

Mr. Howard introduced Ms. Sanquis Graham to the Board. Ms. Graham is a representative from the County's Health Department that has endorsed approval of the text amendment. She introduced herself and offered her assistance if there were questions about public health.

Mr. Lloyd advised about regulating principal uses of property based on floor area. Whereas he wasn't recommending it for this amendment, it is a tool that can be utilized.

Mr. Crumpler concurred and asked if it would be prudent to put in some language regarding revoking permits and closing operations if these uses are found to be in noncompliance.



Cumberland County Joint Planning Board

Mr. Howard advised that all comments were good comments. He advised that the Code Enforcement Officers have a fairly wide amount of latitude in interpreting the ordinance with regards to what constitutes principal use. If we placed strict limitations on interpretation, it could be counterproductive depending on the situation. He advised that if someone had a disagreement about interpretation, there were avenues through appeals and boards to work it out.

Mr. Moorefield also advised that there would also need to be some legal research involved if the Board wanted to regulate based on specific floor area limitations or other such means.

In Case ZON-23-0034, Mr. Lloyd made a motion, seconded by Mr. Baker to recommend approval of the text amendment and finds the request consistent with the 2030 Growth Vision Plan because, while specific land use plan policies do not specifically address regulations for Tobacco and Hemp Retail uses, a current ordinance that promotes County-wide public health, safety, and welfare achieves goals laid out not only in the 2030 Growth Vision Plan, but all detailed land use plans within the County. The Board also finds approval of this text amendment is reasonable and in the public interest as it is an update to clarify standards and review processes for the public. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.



PLANNING & INSPECTIONS

PLANNING STAFF REPORT

ZONING REGULATIONS CASE # ZON-23-0034
Planning Board Meeting: December 19, 2023

Jurisdiction: Cumberland County

EXPLANATION OF THE REQUEST

This request is a staff-driven text amendment to the Cumberland County Zoning Ordinance to regulate tobacco and hemp retail products within Cumberland County.

Preemptive language in NC law prohibits local governments from adopting regulations regarding the sale, distribution, display and promotion of tobacco, including e-cigarettes. However, NC governments have clear authority to regulate land uses through zoning, including regulating where certain land uses are permitted. Under land use regulation, local governments can regulate the location of retailers selling tobacco products. The 1976 Supreme Court case *Young v. American Mini Theaters* established the "secondary effects doctrine", which upheld zoning regulations intended to limit the adverse effects associated with a particular land use. Essentially, a local government can put some restrictions, although cannot restrict a use entirely, on a particular land use to mitigate negative effects of proximity.

This text amendment would add use standards in Article IX of the County's Zoning Ordinance. The use standards set distance requirements from youth sensitive areas and from populations with identified dependency conditions. The amendment also defines this particular use type and limits these uses to the County's more intensive commercial zones. This amendment was taken before the Cumberland County Board of Health on November 14, 2023 and was unanimously endorsed.

Staff believes the amendment is not overly restrictive and would not prohibit the use from developing within the county's unincorporated jurisdiction. The proposed changes do not impact any existing Tobacco & Hemp Retailers in unincorporated Cumberland County. The proposed standards align with the County's land use policies and the Department of Public Health efforts on youth tobacco & hemp activity. Several jurisdictions have already established similar standards for this type of use.

STAFF RECOMMENDATION

In Case ZON-23-0034, Planning & Inspections Staff **recommends approval** of the text amendment and finds the request consistent with the 2030 Growth Vision Plan because, while specific land use plan policies do not specifically address regulations for Tobacco and Hemp Retail uses, a current ordinance that promotes County-wide public health, safety, and welfare achieves goals laid out not only in the 2030 Growth Vision Plan, but all detailed land use plans within the County. Approval of this text amendment is also reasonable and in the public interest as it is an update to clarify standards and review processes for the public.

ARTICLE IX
INDIVIDUAL USES

926.1 Tobacco and Hemp Retail

- A. The site of the establishment must be located at least 1,000 feet— measured in a straight line from property line to property line—from the site of any other Tobacco and Hemp Retail establishment that exists or has been permitted.
- B. The site of the establishment must be located at least 1,000 feet—as measured in a straight line from property line to property line— from any of the following uses: schools (public, private, elementary or secondary), day care facilities, group homes, public parks, group quarters (halfway house), or residential habilitation support facilities.
- C. There shall not be more than one use subject to these standards on the same property or in the same building, structure, or portion thereof.

SECTION 203. DEFINITIONS OF SPECIFIC TERMS AND WORDS.

Tobacco and Hemp Retail: means the principal sales and/or distribution of:

- A. Any product that contains tobacco or nicotine, irrespective of whether the nicotine is tobacco-derived or synthetic, and is intended for human consumption, as defined by G.S. § 14-313(4). As used in this subchapter, “tobacco product” includes but is not limited to: cigarettes, cigars, pipe tobacco, electronic cigarettes, hookah, smoked or vaped tobacco substitutes, chewing tobacco, snuff, snus, dissolvable tobacco products, and heated tobacco products. Tobacco product does not include nicotine replacement products approved by the USFDA for treatment of tobacco use and dependence.
- B. Any product that contains tetrahydrocannabinol (THC), irrespective of whether the THC is hemp derived or synthetic. Products that contain no greater than .3% THC are exempt.
- C. Any product that contains Mitragyna speciosa, commonly known as kratom.
- D. Any electronic device that delivers nicotine, THC or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, vape, or electronic hookah.
- E. Tobacco and hemp retail shall also mean any person who primarily sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia.

Z = CONDITIONAL ZONING (Article V – County BOC)

LAND USES		ZONING CLASSIFICATIONS																					
		CD	A1	A1A	R40	R40A	R30	R30A	RR	R20	R20A	R15	R7.5	R6	R6A	R5	R5A	O&I(P)	C1(P)	C2(P)	C(P)	M1(P)	M(P)
TOBACCO AND HEMP RETAIL (Sec. 926.1)																				P	P		

ORDER DETAILS

PREVIEW FOR AD NUMBER LWLM00447190

Order Number:
LWLM0044719
External Order #:
9656728
Order Status:
Approved
Classification:
Govt Public Notices
Package:
General Package
Final Cost:
173.91
Payment Type:
Account Billed
User ID:
L0012804
External User ID:
744350

ACCOUNT INFORMATION

Cumb Co Joint Planning, Laverne Howard
130 Gillespie ST ATTN: LAVERNE HOWARD
Fayetteville, NC 28301-5669
910-678-7600
lhoward@cumberlandcountync.gov
Cumb Co Joint Planning, Laverne
Contract ID:

TRANSACTION REPORT

Date
December 20, 2023 12:29:17 PM EST
Amount:
173.91

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM00447190

January 2, 2024
Fayetteville Observer
January 9, 2024
Fayetteville Observer

Public Notice

ZON-23-0029: Rezoning from M2 Heavy Industrial Dis. to M(P)/CZ Planned Industrial Dis./Conditional Zoning or a more restrictive zoning dis.; 0.315 +/- ac; west side of Elva Wallace Rd, half-mile north of Wade Stedman Rd and west of I-95, Capital Outdoor Advertising (applicant), Cousins Realty NC, LLC (owner).

ZON-23-0033: Rezoning from A1 Agricultural Dis. to R40 Residential Dis. or a more restrictive zoning dis.; 4.75 +/- ac.; 10932 Ramsey St; Jeff Riddle (agent), Cape Fear Investment Properties, LLC (owner).

ZON-23-0034: Text Amendment to the Cumberland County Zoning Ord. to regulate tobacco and hemp retail products within Cumberland County, Planning & Inspections Staff (applicant).

SN-0503: Street Renaming Case; James Atkinson Road to Lancas Way

Publication Dates
L00000000



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 1/4/2024

SUBJECT: STREET NAMING CASE - SN0503

BACKGROUND

Planning and Inspections staff received a request from Mr. Scottie Cochran to rename James Atkinson Road. Mr. Cochran is one of two property owners who currently live on this road. Mr. Cochran conducted research as to why the street where he owns property was named James Atkinson Road. His finding concluded that the current name was a relative of a previous owner of the property.

Mr. Cochran is requesting the road be changed to Lancaz Way. The origin of Lancaz Way stems from Mr. Cochran being born in Louisiana – LA, he and his wife making North Carolina – NC their home since 1998, and his wife being born in Arizona – AZ. Together, they came up with LA-NC-AZ Way. The second property owner on the road was notified of the request and informed Planning staff that they are in agreement with the proposed name change.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the street name change.

ATTACHMENTS:

Description

Case SN0503

Type

Backup Material

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16,2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS

DATE: JANUARY 16, 2024

SUBJECT: PUBLIC HEARING AND CONSIDERATION OF RENAMING JAMES ATKINSON ROAD TO LANCAZ WAY – SN0503

BACKGROUND

Planning and Inspections staff received a request from Mr. Scottie Cochran to rename James Atkinson Road. Mr. Cochran is one of two property owners who currently live on this road. Mr. Cochran conducted research as to why the street where he owns property was named James Atkinson Road. His finding concluded that the current name was a relative of a previous owner of the property.

Mr. Cochran is requesting the road be changed to Lancaz Way. The origin of Lancaz Way stems from Mr. Cochran being born in Louisiana – LA, he and his wife making North Carolina – NC their home since 1998, and his wife being born in Arizona – AZ. Together, they came up with LA-NC-AZ Way. The second property owner on the road was notified of the request and informed Planning staff that they are in agreement with the proposed name change.

PROPOSED

LANCAZ WAY

RECOMMENDATION/PROPOSED ACTION

Staff recommends approval of the street name change.

ATTACHMENTS:

Case SN0503 Backup Material

Type

Backup

Cumberland County Board of Commissioners
Ordinance Renaming James Atkinson Road to Lancaz Way

This Ordinance Renaming James Atkinson Road to Lancaz Way is authorized by G.S. § 153A-239.1 and is enacted pursuant to Sec. 4-172 of the Cumberland County Code.

Whereas, an existing street currently named James Atkinson Road extends from Giles Road and services only two property owners; and

Whereas, it is the intention of the Board of Commissioners to rename James Atkinson Road to Lancaz Way; and

Whereas, a duly advertised public hearing was conducted on this matter at the January 16, 2024, regular meeting of the Board of Commissioners.

Now therefore be it ordained as follows:

- (1) The currently named James Atkinson Road is hereby renamed Lancaz Way.
- (2) Planning staff is directed to cause notice of this action to be given to the local postmaster with jurisdiction over the road, to the Board of Transportation, and to any city or town within five miles of the road.

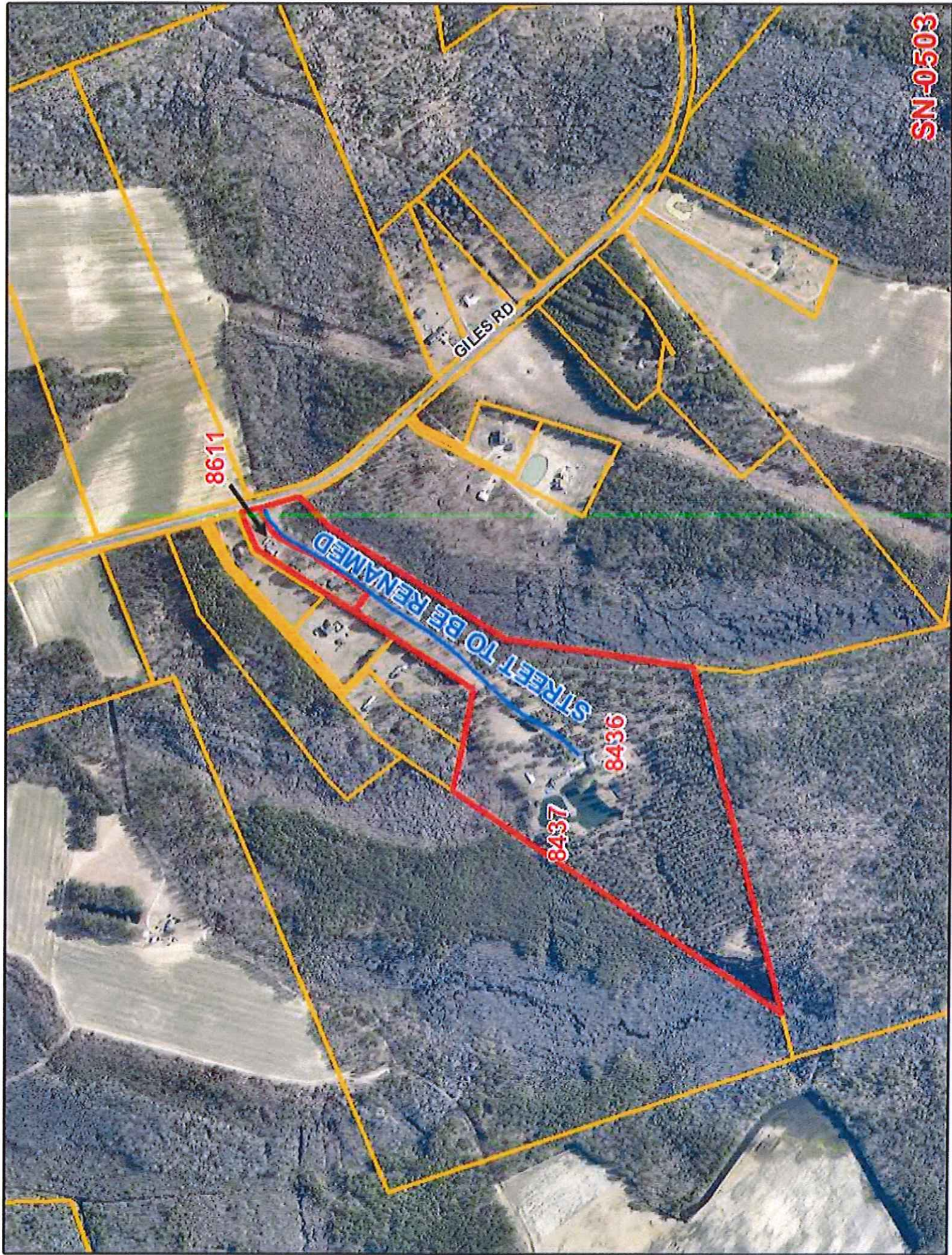
Adopted January 16, 2024.

Cumberland County Board of Commissioners
By:

Glenn Adams, Chair

Attest:

Andrea Tebbe, Clerk to the Board



SN-0503

GILES RD

8611

STREET TO BE RENAMED

8436

8437

ORDER DETAILS

PREVIEW FOR AD NUMBER LWLM00447190

Order Number:
LWLM0044719
External Order #:
9656728
Order Status:
Approved
Classification:
Govt Public Notices
Package:
General Package
Final Cost:
173.91
Payment Type:
Account Billed
User ID:
L0012804
External User ID:
744350

ACCOUNT INFORMATION

Cumb Co Joint Planning, Laverne Howard
130 Gillespie ST ATTN: LAVERNE HOWARD
Fayetteville, NC 28301-5669
910-678-7600
lhoward@cumberlandcountync.gov
Cumb Co Joint Planning, Laverne
Contract ID:

TRANSACTION REPORT

Date
December 20, 2023 12:29:17 PM EST
Amount:
173.91

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM00447190

January 2, 2024
Fayetteville Observer
January 9, 2024
Fayetteville Observer

Public Notice

ZON-23-0029: Rezoning from M2 Heavy Industrial Dis. to M(P)/CZ Planned Industrial Dis./Conditional Zoning or a more restrictive zoning dis.; 0.315 +/- ac; west side of Elva Wallace Rd, half-mile north of Wade Stedman Rd and west of I-95, Capital Outdoor Advertising (applicant), Cousins Realty NC, LLC (owner).

ZON-23-0033: Rezoning from A1 Agricultural Dis. to R40 Residential Dis. or a more restrictive zoning dis.; 4.75 +/- ac.; 10932 Ramsey St; Jeff Riddle (agent), Cape Fear Investment Properties, LLC (owner).

ZON-23-0034: Text Amendment to the Cumberland County Zoning Ord. to regulate tobacco and hemp retail products within Cumberland County, Planning & Inspections Staff (applicant).

SN-0503: Street Renaming Case; James Atkinson Road to Lancaz Way

Publication Dates
L00000000



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 1/4/2024

SUBJECT: CASE ZON-23-0029

BACKGROUND

ZON-23-0029: Rezoning from M2 Heavy Industrial District to M(P)/CZ Planned Industrial District Conditional Zoning or to a more restrictive zoning district for 0.315 +/- acres; located at the west side of Elva Wallace Road, approximately half-mile north of Wade Stedman Road and west of I-95, submitted by Capital Outdoor Advertising (applicant) on behalf of Cousins Realty NC, LLC (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from M2 Heavy Industrial District to M(P)/CZ Planned Industrial Conditional Zoning District at their December 19, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case ZON-23-0029, Planning and Inspections staff recommends approval of the conditional rezoning request from M2 Heavy Industrial District to M(P)/CZ Planned Industrial Conditional Zoning District and find that: 1. Approval is an amendment to the adopted, current Wade Area Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. The use of the parcel for farmland would be limited due to the parcel's size, configuration, and location. 3. The proposed use would meet all required location requirements for such use and have limited impact on other neighboring properties or uses along the Interstate highway. The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-23-0029, I move to approve the rezoning request from M2 Heavy Industrial District to M(P)/CZ Planned Industrial Conditional Zoning District and find that:

1. Approval is an amendment to the adopted, current Wade Area Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
2. The use of the parcel for farmland would be limited due to the parcel's size, configuration, and location.
3. The proposed use would meet all required location requirements for such use and have limited impact on other neighboring properties or uses along the Interstate highway.

The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-23-0029, I move to deny the rezoning request from M2 Heavy Industrial District to M(P)/CZ Planned Industrial Conditional Zoning District, and find the request is not consistent with the Wade Area Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description

Case ZON-23-0029

Type

Backup Material



Cumberland County Joint Planning Board

JANUARY 4, 2024

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-23-0029:** Rezoning from M2 Heavy Industrial District to M(P)/CZ Planned Industrial District Conditional Zoning or to a more restrictive zoning district for 0.315 +/- acres; located at the west side of Elva Wallace Road, approximately half-mile north of Wade Stedman Road and west of I-95, submitted by Capital Outdoor Advertising (applicant) on behalf of Cousins Realty NC, LLC (owner).

ACTION: Recommended approval of the rezoning request from M2 Heavy Industrial District to M(P)/CZ Planned Industrial Conditional Zoning District at their December 19, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF DECEMBER 19, 2023

In Case ZON-23-0029, Planning and Inspections staff recommends approval of the conditional rezoning request from M2 Heavy Industrial District to M(P)/CZ Planned Industrial Conditional Zoning District and find that: 1. Approval is an amendment to the adopted, current Wade Area Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. The use of the parcel for farmland would be limited due to the parcel's size, configuration, and location. 3. The proposed use would meet all required location requirements for such use and have limited impact on other neighboring properties or uses along the Interstate highway. The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-23-0029, Mr. Lloyd made a motion, seconded by Mr. Walters to recommend approval of the conditional rezoning request from M2 Heavy Industrial District to M(P)/CZ Planned Industrial Conditional Zoning District and find that: 1. Approval is an amendment to the adopted, current Wade Area Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. The use of the parcel for farmland would be limited due to the parcel's size, configuration, and location. 3. The proposed use would meet all required location requirements for such use and have limited impact on other neighboring properties or



Cumberland County Joint Planning Board

uses along the Interstate highway. The Board finds the request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.



PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # ZON-23-0029
Planning Board Meeting: Dec. 19, 2023

Location: West side of Elva Wallace Rd.
Jurisdiction: County-Unincorporated

REQUEST

Conditional Rezoning M2 to M(P)/CZ

Applicant requests a conditional rezoning from M2 Heavy Industrial District to M(P)/CZ Planned Industrial District Conditional Zoning District for approximately 0.315 acres of a 4.19 acre parent parcel that abuts the west side of Elva Wallace Road, approximately half a mile north of Wade Stedman Road and west of I-95, as shown on Exhibit "A". The intent of the applicant is to place an outdoor advertising sign (billboard) on the lot, which is currently allowed under the M(P) Planned Industrial District if a Conditional Zoning is approved. A conditional zoning site plan is found within the Conditions of Approval (Exhibit "F" attached).

The M2 Heavy Industrial District is dormant and corresponds with the requirements of the M(P) Planned Industrial District. Should the Conditional Rezoning request be approved, the applicant shall be required to subdivide the parent parcel to place the .315-acre billboard site into its own separate lot prior to the issuance of a building permit. This requirement complies with the regulatory requirements set forth in the Cumberland County Zoning Ordinance relating to outdoor advertising, Section 1309.F and the Conditional Zoning is only applicable to the .315 acres.

PROPERTY INFORMATION

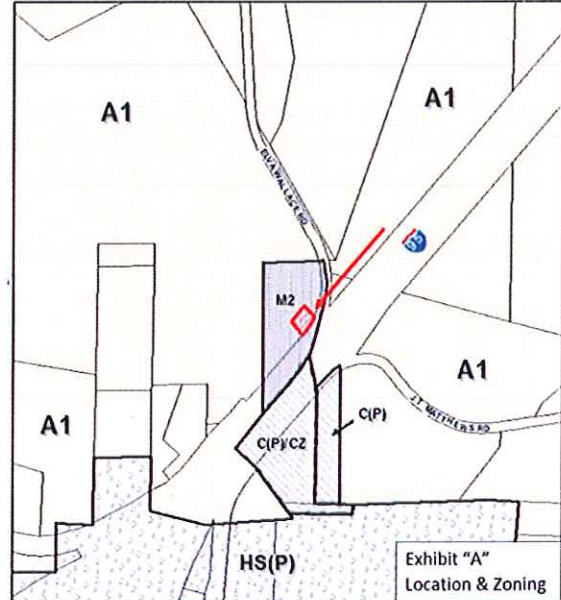
OWNER/APPLICANT: Cousins Realty NC, LLC (Owner);
Capital Outdoor Advertising (Applicant).

ADDRESS/LOCATION: West side of Elva Wallace Road,
approximately a half-mile north of Wade Stedman Road
and west of I-95 Refer to Exhibit "A", Location and Zoning
Map. REID number: 0581651052000

SIZE: The site contains approximately 0.315 acres, as
defined within a legal description provided in Exhibit "A".
Road frontage along Elva Wallace Rd. is 140.67 feet in
length and is approximately 100 feet in length at its
deepest point. The conditional zoning is only applicable
to the 0.315 acres as depicted in the conditional zoning
site plan.

EXISTING ZONING: The subject property is currently zoned
M2 Heavy Industrial District. This district is currently
dormant and corresponds with the requirements of the
M(P) Planned Industrial District. This district is designed
primarily for basic manufacturing and processing industries, all of which normally create a high degree
of nuisance and are not generally compatible with surrounding or abutting residential or commercial
areas.

The general intent of this district is to permit uses confined to service, wholesaling, manufacturing,
fabrication and processing activities that can be carried on in an unobtrusive manner characterized by
low concentration and limited external effects with suitable open spaces, landscaping, parking and
service areas. This district is customarily located on larger tracts of land with good highway and rail



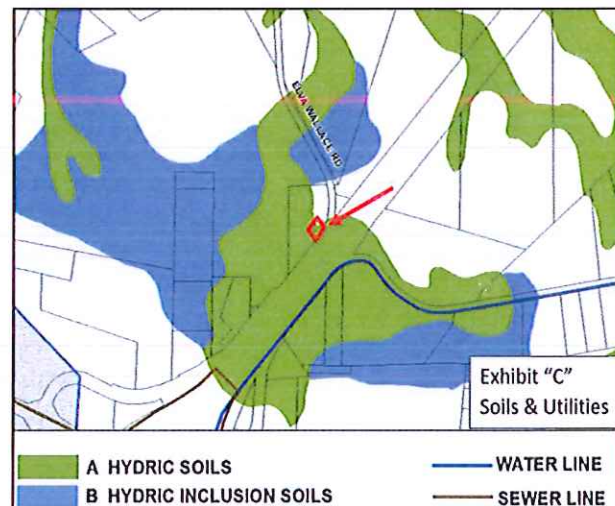
access buffered from residential districts by other more compatible uses. Commercial activities are not permitted except those having only limited contact with the general public and those not involving the sale of merchandise at retail except for items produced on the premises or for the purpose of serving employees, guests and other persons who are within the district with an industrial activity. To promote the essential design features within the M(P) district, site plan approval is a requirement.

EXISTING LAND USE: The subject parcel is currently vacant, wooded land. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Farmland
- **East:** Interstate 95 and farmland
- **West:** Farmland and wooded lands
- **South:** Interstate 95, Commercial, wooded lands

OTHER SITE CHARACTERISTICS: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates the presence of hydric soils at the property.



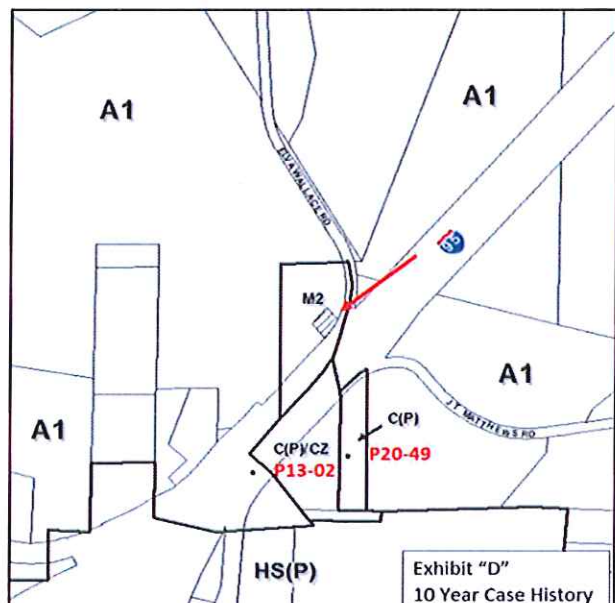
TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes the location of the zoning case history described below.

- **P13-02:** A1 & HS(P) to C(P)CZ; **Approved;** 4.21 acres.
- **P20-49:** A1 to C(P); **Approved;** 2.5 acres.

DEVELOPMENT REVIEW:

- A subdivision must be reviewed and approved by Current Planning prior to building permit or electrical permit issuance by Code Enforcement/Central Permitting.
- The site must be at least 2,500 linear feet from the nearest billboard. The nearest billboard is approximately 3,950 feet away along I-95 to the north.
- The proposed lot must be sufficient to reasonably accommodate other uses commonly found in the district. The proposed area can accommodate another use.



- The site is within 660 feet of an interstate highway (I-95).

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

	M2 (Existing Zoning)	M(P)/CZ (Proposed)
Front Yard Setback	100 feet	40 feet
Side Yard Setback	50 feet	50 feet
Rear Yard Setback	50 feet	15 feet
Lot Area	N/A	0.315 acres
Lot Width	N/A	140 feet

Development Potential:

Existing Zoning (M2)	Proposed Zoning M(P)/CZ
0 dwelling units	0 dwelling units

- Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

COMPREHENSIVE PLANS:

This property is located within the Wade Area Land Use Plan (2003). The future land use classification of the property is "Farmland", as shown in Exhibit "E". Associated zoning districts for this classification are R40, R40A, A1 & A1A.

The proposed rezoning request not consistent with the adopted Land Use Plan.

Farmland Classification Development Goals:

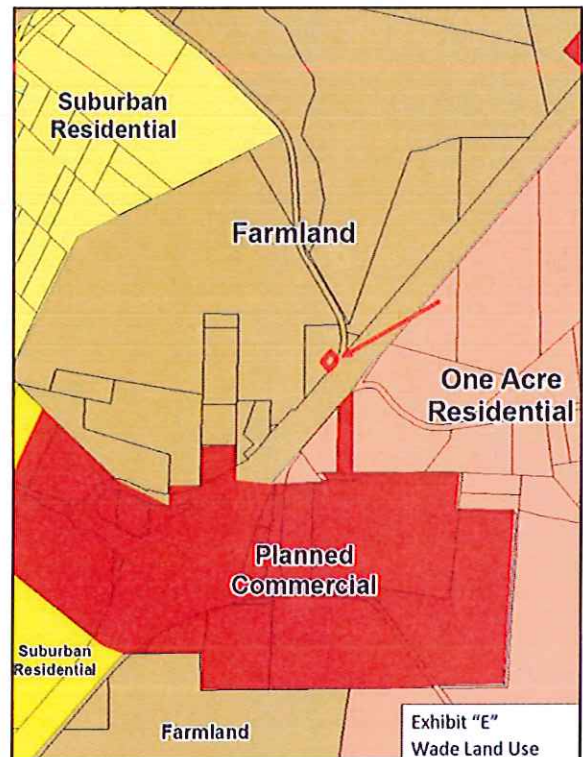
- To protect and preserve natural resources, the environment, and the rural character.
- To enhance and protect farming and the agricultural industry.
- To enhance and protect the quality of life of rural residents.

Associated plan goals and policies that may be considered include the following:

-Policy 10.1: The important economic, tourism, and community image benefits of attractive major travel corridors through the area shall be recognized. Such entryway corridors shall receive priority attention for improved appearance and development standards, including landscaping, signage, tree preservation, underground utilities, streetlights, and sidewalks.

-Policy 10.2: Billboards-Additional billboards along existing major thoroughfares shall be limited.

-The subject parcel is identified as State & Locally Important Farmland in the Wade Land Use Plan.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Sewer lines are not available near the subject property. It is the applicant's responsibility to determine if the utility provider will serve their development. Eastover Sanitary District has a water line to

the south of the subject property across Interstate 95 along JT Matthews Road. Utilities for water and sewer are shown on Exhibit "C".

TRAFFIC: According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject property is located outside of FAMPO boundaries. The billboard will not generate any significant traffic.

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and had no objection to the proposal.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and has no objections to the rezoning request.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

KEY CONDITIONS OF APPROVAL: The conditions of approval, provided in Exhibit "F" are attached to this report with a conditional zoning site plan. Key conditions include:

- The .315 acre site shall only be used for outdoor advertising consistent with the County Sign Code, Section 1309.F.
- Development of the site must be consistent with the Conditional Zoning Site Plan.
- Access to the site must be provided at the building permit either by a NCDOT-approved driveway or an internal easement through the parent parcel.

STAFF RECOMMENDATION

In Case ZON-23-0029, Planning and Inspections staff **recommends approval** of the conditional rezoning request from M2 Heavy Industrial District to M(P)/CZ Planned Industrial Conditional Zoning District and find that:

1. Approval is an amendment to the adopted, current Wade Area Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
2. The use of the parcel for farmland would be limited due to the parcel's size, configuration, and location.
3. The proposed use would meet all required location requirements for such use and have limited impact on other neighboring properties or uses along the Interstate highway.

The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:
Conditions of Approval
Conditional Site Plan
Notification Mailing List
Application

Exhibit "F"
Conditions of Approval

M(P) Planned Industrial District / CZ Conditional Zoning District
Case ZON-23-0029
Ordinance Related Conditions for Outdoor Advertising (Billboard)

- A. Applicability:** All use and development of the property applicable to this Conditional Zoning (ZON-23-0029), as delineated in Exhibit "A", shall occur consistent with the standards and requirements of the M(P) Planned Industrial Zoning District unless otherwise stated herein. If any standards herein are inconsistent with the Zoning or Subdivision ordinance, the conditions set forth herein shall supersede and apply to the development of the property delineated in Exhibit "A". If not expressly stated herein the M(P) Planned Industrial standards shall apply. This ordinance applies only to the legal description provided in Exhibit "A" of this Ordinance.

B. Permitted and Prohibited Uses.

Use of the site within the .315 +/- acre portion of the parent parcel is limited to outdoor advertising configured for viewing primarily by persons travelling in an automobile on an interstate or primary commercial highway. Outdoor advertising shall direct attention to a business, commodity, service or entertainment that is conducted, sold, or offered either on the premises or off the premises where the sign is located.

C. Development Standards.

1. Prior to the issuance of a building permit for outdoor advertising, the site within Exhibit "A" must have access to Elva Wallace Road via a driveway permit approved by NCDOT or a cross access easement through the abutting parent parcel that leads to a public or private street.

2. Setback Standards. Minimum setback standards for this development shall be as follows:

Front Yard Setback	40 feet
Side Yard Setback	50 feet
Rear Yard Setback	15 feet
Lot Area	0.315 acres
Lot Width	140 feet

3. All outdoor advertising (billboard) shall be subject to Section 1309.F of the Cumberland County Zoning Ordinance at the time of a building permit application as described below:

- a. The maximum sign face area shall not exceed 700 square feet.
- b. The maximum sign height shall not exceed 35 feet.
- c. If the sign is to include changeable copy, then such copy shall be non-animatic, the minimum static hold between different images or messages shall not be less than 60 seconds and shall have a transition period of no more than 2 seconds.

D. Development Review Process:

- a. Prior to issuance of a building permit for outdoor advertising at this site, a final plat shall be recorded with the County Register of Deeds to establish the 0.315 +/- acres within a legal lot that conforms with the Cumberland County regulatory requirements set forth in Section

1309.F.i. The entire lot containing an outdoor advertising use shall maintain the same conditional zoning district designation; split zoning is prohibited. Prior to recording a final plat, it must be submitted to and approved by the Current Planning Division.

- b. In the event the requirements or conditions from a State or Federal Agency or utility provider creates an inconsistency with the conditional zoning site plan in any manner, a revised conditional site plan must be submitted to the Current Planning Division for review. Any change determined by the County to represent a substantial change to the conditional zoning site plan, Board of County Commission approval may be required, as shall be determined by the Planning Director.
- c. Developer must coordinate with the Current Planning Division prior to making any changes to the conditional zoning site plan. Any changes to the conditional zoning site plan must be reviewed by the Current Planning Division to determine if any change is considered an insubstantial or substantial modification.

E. Other Conditions:

- a. The owner/developer is responsible for maintenance and upkeep of this site, all structures, and appurtenances, including the billboard and its support structure, and shall ensure that the site is kept free of litter and debris, and that all grass areas mowed, all buffers and shrubbery kept trim and maintained so that the site remains in a constant state of being aesthetically and environmentally pleasing.
- b. The owner/developer(s) of the lot must obtain detailed instructions on provisions of the County Zoning Ordinance and permits required to place any structure within this development from the County Code Enforcement Section, Room 101, in the Historic Courthouse at 130 Gillespie Street. For additional information, the developer should contact a Code Enforcement Officer.
- c. The developer must provide a site-specific address and tax parcel number at the time of building/zoning permit application.
- d. This conditional approval is not to be construed as all-encompassing of the applicable rules, regulations, etc. which must be complied with for any development. Other regulations, such as building, environmental, health and so forth, may govern the specific development. The developer is responsible party to ensure full compliance with all applicable Federal, State, and local regulations.
- e. Any substantial modification made to this approved conditional zoning site plan or conditions of approval, other than those set forth in the above conditions, must be approved by the Board of Commissioners as set forth by Section 506 of the Zoning Ordinance.
- f. No clearing or grading shall occur until authorized by the Code Enforcement Manager.
- g. Pursuant to Section 507, County Zoning Ordinance, two years after the date of the Board of County Commissioners approves this Conditional Zoning, the Planning Board may examine progress made to determine if active efforts are proceeding. If the Planning Board determines that active efforts to develop are not proceeding, it may institute proceedings to rezone the property to its previous zoning classification.
- h. All applications and plan submittals shall be submitted via the County online permitting self-service portal at the following website address:
https://selfservice.co.cumberland.nc.us/EnerGov_Prod/SelfService#/home

Property Owner/Agent Acceptance of Conditions

(Print Name)

(Signature)

Date

Issued by:

David B. Moon, AICP, CZO
Deputy Director

Date

[illegible]

ATTACHMENT – MAILING LIST

COUSINS REALTY NC LLC
107 OWENSBORO CT
RALEIGH, NC 27603

CORNETT PROPERTIES LLC
6463 FLOWERS RD
WILSON, NC 27893

CORNETT PROPERTIES LLC
6463 FLOWERS RD
WILSON, NC 27893

MOORE, RONALD CLEO;MOORE
HAMILTON, SARAH FRANCES
P O BOX 516
DUNN, NC 28335

WOOD, EDDIE C;WOOD, BETTY
H;BAREFOOT, SHANNON
5409 ELVA WALLACE RD
GODWIN, NC 28344

WOOD, EDDIE CALVIN
5413 ELVIA WALLACE RD
GODWIN, NC 28344

MOORE, RONALD C;MOORE, BETTY H
5566 ELVA WALLACE DR
GODWIN, NC 28344

MOORE, RONALD C;MOORE, BETTY H
5566 ELVA WALLACE DR
GODWIN, NC 28344

PRESLER, SHELBY MATTHEWS
5606 SMITHFIELD RD
WADE, NC 28395

BETHEA, ROBERT E;BETHEA, HENRIETTA
C;DAUGHTRY, SANDRA U
PO BOX 250
WADE, NC 28395

JOHNSON, WILLENE MILLER
6360 SMITHFIELD RD
WADE, NC 28395

ATTACHMENT: APPLICATION



County of Cumberland Planning & Inspections Department

CASE #: ZON-23-0029

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: 10/16/2023

RECEIPT #: _____

RECEIVED BY: _____

APPLICATION FOR CONDITIONAL ZONING DISTRICT REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

Upon receipt of this application (petition), the County Planning & Inspections Staff will present to the Joint Planning Board the application at a hearing. In accordance with state law and board's policy, the staff will provide notice of the hearing to the appropriate parties and in the proper manner.

The Joint Planning Board will make a recommendation to the Cumberland County Board of Commissioners concerning the request. The Board of Commissioners will schedule a public hearing and issue a final decision on the matter. Generally, the Commissioners will hold their public hearing in the month following the meeting of the Planning Board. The Conditional Zoning District shall not be made effective until the request is heard and received approval by the Board of Commissioners.

The following items are to be submitted with the completed application:

1. A copy of the recorded deed and/or plat.
2. If a portion of an existing tract is/are being submitted for rezoning, an accurate written legal description of only the area to be considered;
3. A copy of a detailed site plan drawn to an engineering scale, showing the location of all buildings, yard dimensions, driveways, fencing, lighting parking areas, landscaping, and all other pertinent data to the case; and
4. A check made payable to the "Cumberland County" in the amount of \$ 400.00

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7627. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is nonrefundable.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application or preparation of the site plan.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Applicant/Agent CAPITAL Outdoor Advertisers
2. Address: PO Box 309 Zip Code 28601 NC 2781
3. Telephone: (Home) _____ (Work) 919-815-7660
4. Location of Property: I-95 West Side North of Wake-Siedman Map Pin # 0581-65-1052
5. Parcel Identification Number (PIN #) of subject property: 0581-45-670f
(also known as Tax ID Number or Property Tax ID)
6. Acreage: 4.19 Frontage: 435' 36" Depth: 717' 42"
7. Water Provider: N/A
8. Sewer Provider: N/A
9. Deed Book _____, Page(s) _____, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
10. Existing use of property: Open Property (undeveloped)
11. Proposed use(s) of the property: Billboard (off premise sign)

NOTE: Be specific and list all intended uses.

12. Has a violation been issued on this property? Yes _____ No X
13. It is requested that the foregoing property be rezoned FROM: m2
TO: (Select one)
Conditional Zoning District, with an underlying zoning district of mp
(Article V)
Mixed Use District/Conditional Zoning District (Article VI)
Density Development/Conditional Zoning District, at the _____ Density
(Article VIII)

APPLICATION FOR
CONDITIONAL ZONING

1. PROPOSED USE(S):

- A. List the use(s) proposed for the Conditional Zoning. (Use of the underlying district will be restricted to only the use(s) specified in this application.)

Off Premise Sign
(Billboard)

- B. Density: List the amount of acreage that will be residential, commercial, and/or open space, and the number of lots and/or dwelling units proposed, and the square footage of the non-residential units.

TOTAL OF 4.19 Acres

2. DIMENSIONAL REQUIREMENTS:

- A. Reference either the dimensional requirements of the district (Sec. 1004) or list the proposed setbacks.

40 set back

- B. Off-street parking and loading (Sec. 1202 & 1203): List the number of spaces, type of surfacing material and any other pertinent information.

N/A

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

1309.F

4. LANDSCAPE AND BUFFER REQUIREMENTS:

Will do any landscaping
required

- A. For all new non-residential and mixed-use development abutting a public street, indicate the number and type of large or small ornamental trees used in the streetscape, yard space, and/or parking areas, plus the number and type of shrubs. (Sec. 1102N). NOTE: All required landscaping must be included on the site plan.

Not Required by
County Regulations

- B. Indicate the type of buffering and approximate location, width and setback from the property lines.

40'

5. MISCELLANEOUS:

List any information not set forth above, such as the days and hours of the operation, number of employees, exterior lighting, noise, odor and smoke, emission controls, etc.

Sign will be illuminated
with 50 WATT LED fixtures

6. SITE PLAN REQUIREMENTS:

The application must include a site plan drawn to the specifications of Sec. 1402. If the proposed uses involve development subject to the Godwin Subdivision Ordinance, the site plan required may be general in nature, showing a generalized street pattern, if applicable, and the location of proposed uses. If the proposed uses include development not subject to the subdivision ordinance, the site plan shall be of sufficient detail to allow the County Planning and Inspections Staff, and the Joint Planning Board to analyze the proposed uses and arrangement of uses on the site. It shall also include the footprints of all buildings (proposed and existing), the proposed number of stories, location and number of off-street parking and loading spaces, proposed points of access to existing streets and internal circulation patterns. In addition, the location of all proposed buffers and fences and landscaping shall be included on the site plan.

7. STATEMENT OF ACKNOWLEDGMENT:

It is understood by the undersigned that the official zoning map, as originally adopted and subsequently amended, is presumed to be appropriate to the property involved and that the burden of proof for a zoning amendment (rezoning) rest with the petitioner.

It is the responsibility of the petitioner (personally or by agent) to submit to the County Planning and Department a valid request, not incompatible with existing neighborhood zoning patterns.

I further understand I must voluntarily agree to all ordinance related conditions prior to the first hearing on the case. The undersigned hereby acknowledge that the County Planning & Inspections Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Cousins Realty NC LLC

Name of Owner(s) (Print or Type)

107 Owensboro Court, Raleigh, NC

Address of Owner(s)

frank.lopiccolo1223@gmail.com

E-Mail

732-943-6775

Home Telephone

Work Telephone

Frank LoPiccolo

Signature of Owner(s)

Signature of Owner(s)

Al Harkin's For Capital Outdoor, Inc.
Name of Agent, Attorney, Applicant (by assign) (Print or Type)

PO Box 309 Zebulon NC 27597
Address of Agent, Attorney, Applicant

Home Telephone

Work Telephone

AlHarkin@capitaloutdoor.com
E-Mail Address

Fax Number

[Signature]
Signature of Agent, Attorney,
or Applicant

- * ALL record property owners must sign this petition.
- * The contents of this application, upon submission, becomes "public record."



CONDITIONAL ZONING NO. ZON-23-0029

Conditions of Approval

General Address: west side of Elva Wallace Road	Acres: .315 +/- of 4.19+/- total parcel
Land Area: as described in Exhibit "A"	Approval Date: January 16, 2024
Effective Date: January 16, 2024	Issued to: Cousins Realty NC LLC

M(P) Planned Industrial District / CZ Conditional Zoning District Case ZON-23-0029 Ordinance Related Conditions for Outdoor Advertising (Billboard)

A. **Applicability:** All use and development of the property applicable to this Conditional Zoning (ZON-23-0029), as delineated in Exhibit "A", shall occur consistent with the standards and requirements of the M(P) Planned Industrial Zoning District unless otherwise stated herein. If any standards herein are inconsistent with the Zoning or Subdivision ordinance, the conditions set forth herein shall supersede and apply to the development of the property delineated in Exhibit "A". If not expressly stated herein the M(P) Planned Industrial standards shall apply. This ordinance applies only to the legal description provided in Exhibit "A" of this Ordinance.

B. **Permitted and Prohibited Uses.**

Use of the site within the .315 +/- acre portion of the parent parcel is limited to outdoor advertising configured for viewing primarily by persons travelling in an automobile on an interstate or primary commercial highway. Outdoor advertising shall direct attention to a business, commodity, service or entertainment that is conducted, sold, or offered either on the premises or off the premises where the sign is located.

C. **Development Standards.**

1. Prior to the issuance of a building permit for outdoor advertising, the site within Exhibit "A" must have access to Elva Wallace Road via a driveway permit approved by NCDOT or a cross access easement through the abutting parent parcel that leads to a public or private street.
2. Setback Standards. Minimum setback standards for this development shall be as follows:

Front Yard Setback	40 feet
Side Yard Setback	50 feet
Rear Yard Setback	15 feet
Lot Area	0.315 acres
Lot Width	140 feet



3. All outdoor advertising (billboard) shall be subject to Section 1309.F of the Cumberland County Zoning Ordinance at the time of a building permit application as described below:
 - a. The maximum sign face area shall not exceed 700 square feet.
 - b. The maximum sign height shall not exceed 35 feet.
 - c. If the sign is to include changeable copy, then such copy shall be non-animatic, the minimum static hold between different images or messages shall not be less than 60 seconds and shall have a transition period of no more than 2 seconds.

D. Development Review Process:

- a. Prior to issuance of a building permit for outdoor advertising at this site, a final plat shall be recorded with the County Register of Deeds to establish the 0.315 +/- acres within a legal lot that conforms with the Cumberland County regulatory requirements set forth in Section 1309.F.i. The entire lot containing an outdoor advertising use shall maintain the same conditional zoning district designation; split zoning is prohibited. Prior to recording a final plat, it must be submitted to and approved by the Current Planning Division.
- b. In the event the requirements or conditions from a State or Federal Agency or utility provider creates an inconsistency with the conditional zoning site plan in any manner, a revised conditional site plan must be submitted to the Current Planning Division for review. Any change determined by the County to represent a substantial change to the conditional zoning site plan, Board of County Commission approval may be required, as shall be determined by the Planning Director.
- c. Developer must coordinate with the Current Planning Division prior to making any changes to the conditional zoning site plan. Any changes to the conditional zoning site plan must be reviewed by the Current Planning Division to determine if any change is considered an insubstantial or substantial modification.

E. Other Conditions:

- a. The owner/developer is responsible for maintenance and upkeep of this site, all structures, and appurtenances, including the billboard and its support structure, and shall ensure that the site is kept free of litter and debris, and that all grass areas mowed, all buffers and shrubbery kept trim and maintained so that the site remains in a constant state of being aesthetically and environmentally pleasing.
- b. The owner/developer(s) of the lot must obtain detailed instructions on provisions of the County Zoning Ordinance and permits required to place any structure within this development from the County Code Enforcement Section, Room 101, in the Historic Courthouse at 130 Gillespie Street. For additional information, the developer should contact a Code Enforcement Officer.
- c. The developer must provide a site-specific address and tax parcel number at the time of building/zoning permit application.

Clarence G. Grier
County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

- d. This conditional approval is not to be construed as all-encompassing of the applicable rules, regulations, etc. which must be complied with for any development. Other regulations, such as building, environmental, health and so forth, may govern the specific development. The developer is responsible party to ensure full compliance with all applicable Federal, State, and local regulations.
- e. Any substantial modification made to this approved conditional zoning site plan or conditions of approval, other than those set forth in the above conditions, must be approved by the Board of Commissioners as set forth by Section 506 of the Zoning Ordinance.
- f. No clearing or grading shall occur until authorized by the Code Enforcement Manager.
- g. Pursuant to Section 507, County Zoning Ordinance, two years after the date of the Board of County Commissioners approves this Conditional Zoning, the Planning Board may examine progress made to determine if active efforts are proceeding. If the Planning Board determines that active efforts to develop are not proceeding, it may institute proceedings to rezone the property to its previous zoning classification.
- h. All applications and plan submittals shall be submitted via the County online permitting self-service portal at the following website address:
https://selfservice.co.cumberland.nc.us/EnerGov_Prod/SelfService#/home

Property Owner/Agent Acceptance of Conditions

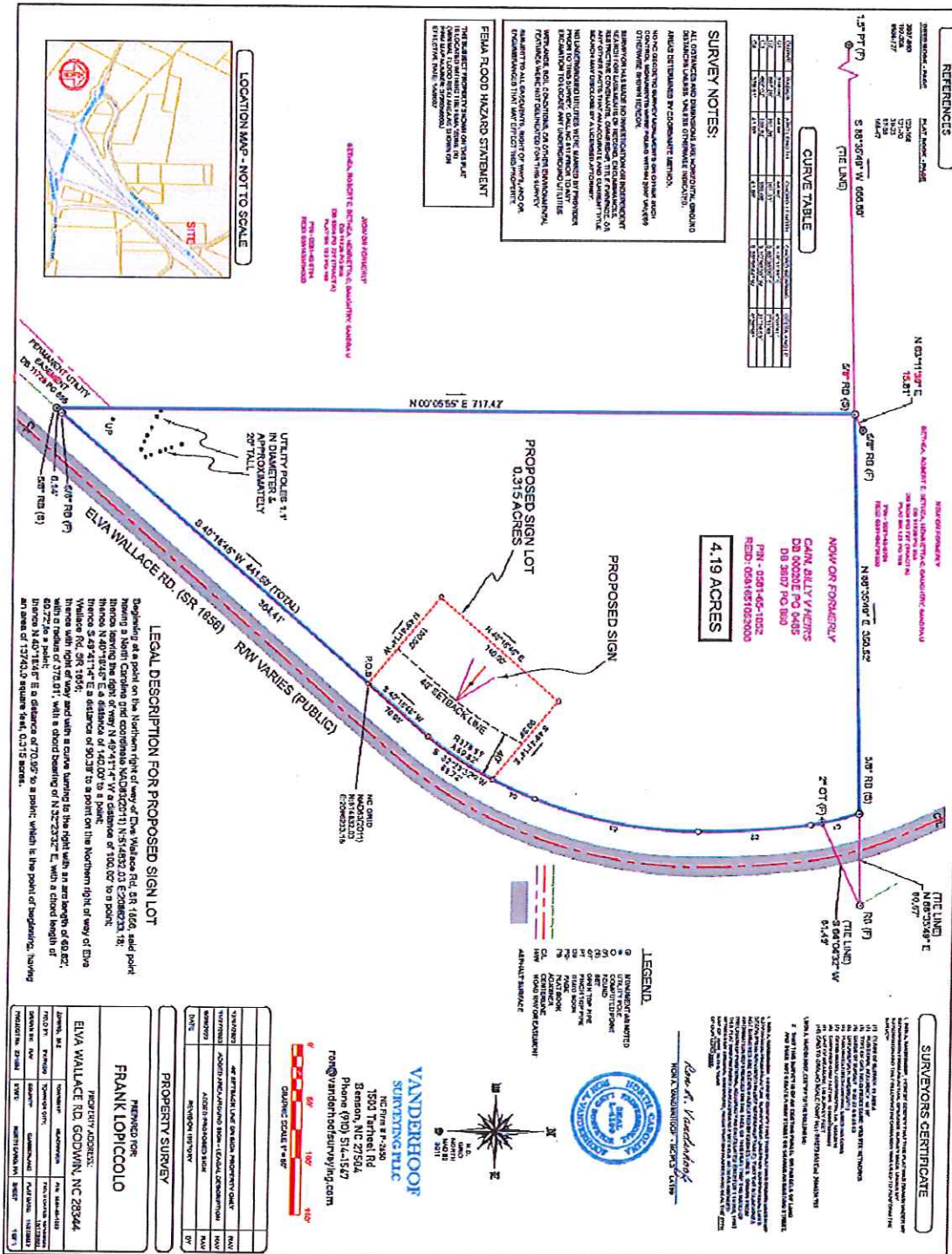
Robert G. Sykes
(Print Name)
[Signature]
(Signature)

Date

Issued by:

David B. Moon, AICP, NC-CZO
Deputy Director

Date



ORDER DETAILS

PREVIEW FOR AD NUMBER LWLM00447190

Order Number:
LWLM0044719
External Order #:
9656728
Order Status:
Approved
Classification:
Govt Public Notices
Package:
General Package
Final Cost:
173.91
Payment Type:
Account Billed
User ID:
L0012804
External User ID:
744350

ACCOUNT INFORMATION

Cumb Co Joint Planning, Laverne Howard
130 Gillespie ST ATTN: LAVERNE HOWARD
Fayetteville, NC 28301-5669
910-678-7600
lhoward@cumberlandcountync.gov
Cumb Co Joint Planning, Laverne
Contract ID:

TRANSACTION REPORT

Date
December 20, 2023 12:29:17 PM EST
Amount:
173.91

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM00447190

January 2, 2024
Fayetteville Observer
January 9, 2024
Fayetteville Observer

Public Notice

ZON-23-0029: Rezoning from M2 Heavy Industrial Dis. to M(P)/CZ Planned Industrial Dis./Conditional Zoning or a more restrictive zoning dis.; 0.315 +/- ac; west side of Elva Wallace Rd, half-mile north of Wade Stedman Rd and west of I-95, Capital Outdoor Advertising (applicant), Cousins Realty NC, LLC (owner).

ZON-23-0033: Rezoning from A1 Agricultural Dis. to R40 Residential Dis. or a more restrictive zoning dis.; 4.75 +/- ac.; 10932 Ramsey St; Jeff Riddle (agent), Cape Fear Investment Properties, LLC (owner).

ZON-23-0034: Text Amendment to the Cumberland County Zoning Ord. to regulate tobacco and hemp retail products within Cumberland County, Planning & Inspections Staff (applicant).

SN-0503: Street Renaming Case; James Atkinson Road to Lancaz Way

Publication Dates
L00000000



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 1/4/2024

SUBJECT: CASE ZON-23-0033

BACKGROUND

ZON-23-0033: Rezoning from A1 Agricultural District to R40 Residential District or to a more restrictive zoning district for two parcels comprising 4.75 +/- acres; located at 10932 Ramsey St, submitted by Jeff Riddle (agent) and Cape Fear Investment Properties, LLC (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to R40 Residential District at their December 19, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case ZON-23-0033, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40 Residential District. Staff finds the request is consistent with the North Central Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-23-0033, I move to approve the rezoning request from A1 Agricultural District to R40 Residential District and find the request is consistent with the North Central Land Use Plan which calls for "Farmland" at this location. The request is reasonable and in the public interest as it is compatible to and in

harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-23-0033, I move to deny the rezoning request from A1 Agricultural District to R40 Residential District and find the request is not consistent with the North Central Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description

Case ZON-23-0033

Type

Backup Material



Cumberland County Joint Planning Board

JANUARY 4, 2024

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-23-0033:** Rezoning from A1 Agricultural District to R40 Residential District or to a more restrictive zoning district for two parcels comprising 4.75 +/- acres; located at 10932 Ramsey St, submitted by Jeff Riddle (agent) and Cape Fear Investment Properties, LLC (owner).

ACTION: Recommended approval of the rezoning request from A1 Agricultural District to R40 Residential District at their December 19, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF DECEMBER 19, 2023

In Case ZON-23-0033, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40 Residential District. Staff finds the request is consistent with the North Central Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-23-0033, Mr. Lloyd made a motion, seconded by Mr. Walters to recommend approval of the rezoning request from A1 Agricultural District to R40 Residential District. The Board finds the request is consistent with the North Central Land Use Plan which calls for "Farmland" at this location. The Board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

REQUEST

Rezoning A1 to R40

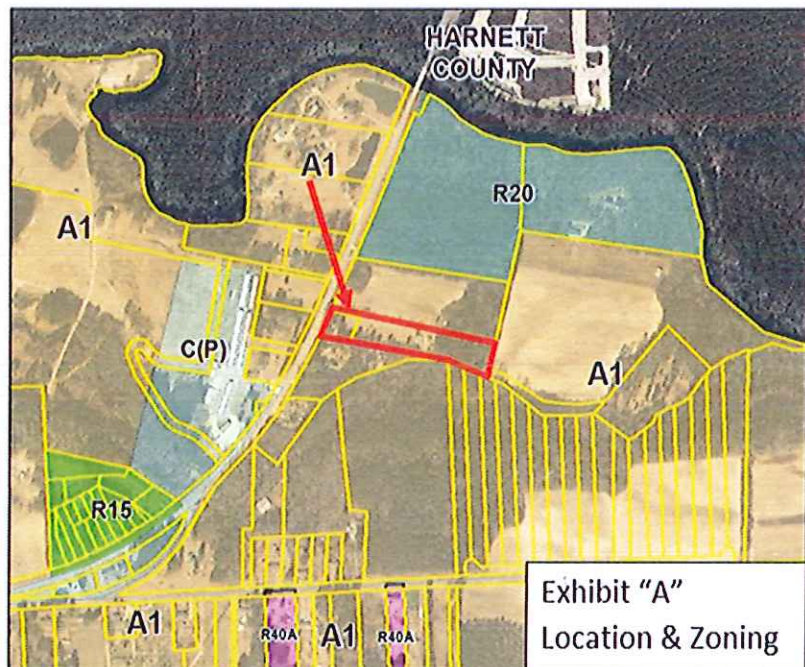
Applicant requests a rezoning from A1 Agricultural District to R40 Residential District at 10932 Ramsey Street and an abutting parcel for approximately 4.75 +/- combined acres. Both parcels currently have a residential structure on each. The intent of the property owner is to develop the parcels for residential homes.

PROPERTY INFORMATION

OWNER/APPLICANT: Cape Fear Investment Properties, LLC (Owner); Jeff Riddle (Applicant)

ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. REID numbers: 0564691265000 & 0564697117000

SIZE: 4.75 +/- combined acres within 2 parcels. The western parcel contains 0.75 +/- acres, and the eastern parcel contains 4.00 +/- acres. Road frontage along Ramsey Street is approximately 200 feet. The property is approximately 1,115 feet in length at its deepest point.

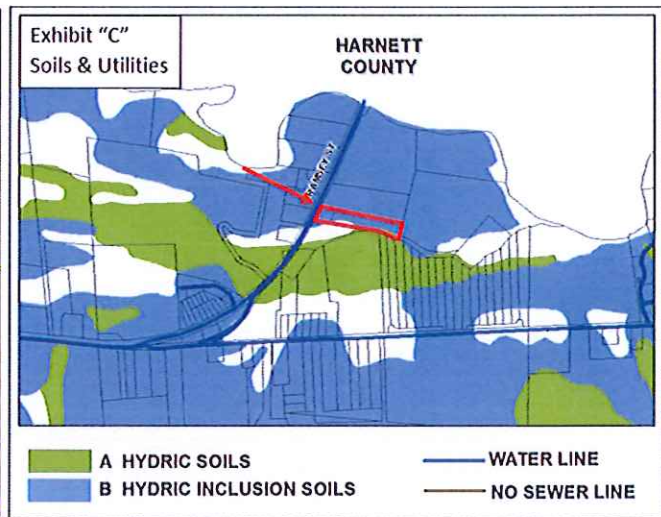
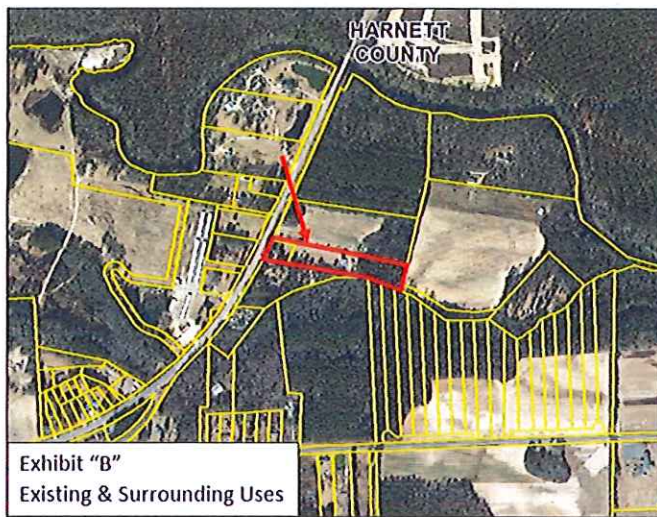


EXISTING ZONING: The subject property is currently zoned A1 Agricultural District. This district is designed to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents.

EXISTING LAND USE: The subject parcels each currently have a residential dwelling on them. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Farmland & wooded lands
- **East:** Farmland
- **West:** Farmland and single family homes
- **South:** Wooded lands and single family homes



OTHER SITE CHARACTERISTICS: The site is not located in a Watershed nor within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates the presence of hydric inclusion soils on both properties and hydric soils on the southeast corner of the western property.

DEVELOPMENT REVIEW: Subdivision review by County Planning & Inspections will be required before any development.

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	R40 (Proposed)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet (one story) 25 feet (two story)	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 Acres	40,000 sq. ft.
Lot Width	100'	100'

Development Potential*:

Existing Zoning (A1)	Proposed Zoning (R40)
2 dwelling units	5 dwelling units**

*Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

** Lots must meet minimum lot size of 40,000 sq. ft. but 5 dwellings may be obtainable through a group development, subject to well and septic system approval by Environment Health.

COMPREHENSIVE PLANS:

This property is located within the North Central Land Use Plan (2011). The future land use classification of the property is "Farmland". Associated zoning districts for this classification are A1, A1A, R40, and R40A.

The proposed rezoning request is consistent with the adopted land use plan.

Farmland Development Goal:

- Protect and preserve prime farmland, the farming and agri-business industry, and sensitive natural areas. This protection will provide critical mass for farming operations, which inherently creates a sustainable environment for agricultural operations (North Central Land Use Plan 2011, pg. 65).

Associated plan goals, policies and notes that may be considered include the following:

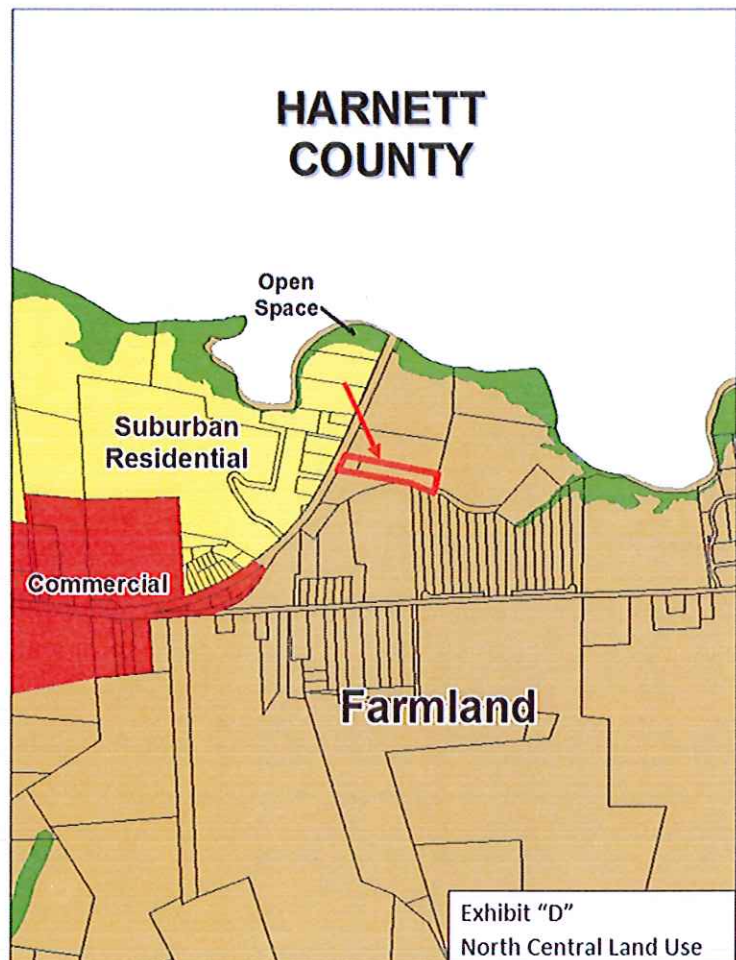
- Limit the proliferation of residential and other types of development in predominantly farming areas and maintain a rural atmosphere in proximity to farming operations (North Central Land Use Plan 2011, pg. 65).

- Preserve the rural character of the County (Land Use Policies Plan 2009, pg. 27)

- The property is located within ~200 feet east of property classified for Suburban Residential (R30, R30A, R20, R20A, RR).

- The property is located within ~1200 feet north of property classified for Commercial (C1, C1(P), and C2(P)).

- The property is located within ~1500 feet south of property classified for Open Space (CD) and Harnett County.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Town of Linden water lines are available along the front of the subject property. It is the applicant's responsibility to determine if this utility provider will serve their development. Utilities for water are shown on Exhibit "C". Sewer lines are not available near the subject property. Septic will likely be required, and the lot size must meet the minimum area necessary to accommodate.

TRAFFIC: According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject property, Ramsey Street, Linden, NC, is located outside of FAMPO boundaries. The Mid-Carolina RPO did not provide any comments.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Long Hill Elementary	516	475
Raleigh Rd Elementary	179	230
Pine Forest Mid	804	740
Pine Forest High	1712	1713

ECONOMIC DEVELOPMENT: The proposal would have no impact on economic development initiatives.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and has no objections to the rezoning request.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD)	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

CONDITIONS OF APPROVAL: This is a conventional zoning and there are no conditions at this time.

STAFF RECOMMENDATION

In Case ZON-23-0033, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R40 Residential District. Staff finds the request is consistent with the North Central Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:
Notification Mailing List
Application

ATTACHMENT – MAILING LIST

CLEMENT, CHARLTON CLAY;CLEMENT,
CLAYTON GRAY
2501 DUNHAVEN DR
GARNER, NC 27529

BARTON, PHILIP W HEIRS
538 TRIPP RD
LILLINGTON, NC 27546

O & M HOLDINGS LLC
1901 S ELM ST
GREENVILLE, NC 27858

DRUMM, PATRICIA LYNN
24914 STRAND DR
ALBEMARLE, NC 28001

BENJAMIN STOUT REAL ESTATE SERVICES
INC
1786 METRO MEDICAL DR
FAYETTEVILLE, NC 28304

BENJAMIN STOUT REAL ESTATE SERVICES
INC
1786 METRO MEDICAL DR
FAYETTEVILLE, NC 28304

BENJAMIN STOUT REAL ESTATE SERVICES
1786 METRO MEDICAL DR
FAYETTEVILLE, NC 28304

AGS LAND LLC
1786 METROMEDICAL DR
FAYETTEVILLE, NC 28304

BENJAMIN STOUT REAL ESTATE SERVICES
1786 METRO MEDICAL DR
FAYETTEVILLE, NC 28304

AGS LAND LLC
1786 METROMEDICAL DR
FAYETTEVILLE, NC 28304

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1786 METRO MEDICAL DR
FAYETTEVILLE, NC 28304

AGS LAND LLC
1786 METROMEDICAL DR
FAYETTEVILLE, NC 28304

AGS LAND LLC
1786 METROMEDICAL DR
FAYETTEVILLE, NC 28304

BENJAMIN STOUT REAL ESTATE SERVICES
1786 METRO MEDICAL DR
FAYETTEVILLE, NC 28304

BENJAMIN STOUT REAL ESTATE SERVICES
1786 METRO MEDICAL DR
FAYETTEVILLE, NC 28304

A & G RESIDENTIAL LLC
916 ARSENAL AVE
FAYETTEVILLE, NC 28305

A & G RESIDENTIAL LLC
916 ARSENAL AVE
FAYETTEVILLE, NC 28305

HALL LITTLE RIVER FARM LLC
3163 CAMDEN RD
FAYETTEVILLE, NC 28306

HALL LITTLE RIVER FARM LLC
3163 CAMDEN RD
FAYETTEVILLE, NC 28306

STURTZ, JOSH;STURTZ, CANDACE F
531 SHAWCROFT RD
FAYETTEVILLE, NC 28311

BABB, KENNETH RAY;BABB, TRAVIS ANN
10915 RAMSEY ST
LINDEN, NC 28356

RAYNOR, SUE BRINSON
PO BOX 70
LINDEN, NC 28356

JOHNSON, BENJAMIN FRANKLIN
10870 RAMSEY ST
LINDEN, NC 28356

WOOD, GETA LYNN;WOOD, DIANNA LYNN
11153 RAMSEY ST
LINDEN, NC 28356

BABB, TRAVIS ANN;BABB, KENNETH R
10975 RAMSEY ST
LINDEN, NC 28356

ELLIOTT, PAMELA COLLIER;TUOHEY, JOHN
10986 RAMSEY ST
LINDEN, NC 28356

CLIFTON, TODD CHANNEN;CLIFTON,
STEPHEN CRAIG
10904 RAMSEY ST
LINDEN, NC 28356

SARDIS CHURCH OF LINDEN NC
PRESBYTERIAN CHURCH USA INC
P O BOX 99
LINDEN, NC 28356

SARDIS CHURCH OF LINDEN INC
PO BOX 99
LINDEN, NC 28356

BABB, TRAVIS ANN;BABB, KENNETH R
10915 RAMSEY ST
LINDEN, NC 28356

STURTZ, DON CARLESS;STURTZ, KATHY
3771 LINDEN RD
LINDEN, NC 28356

BABB, KENNETH R;BABB, TRAVIS ANN
10975 RAMSEY ST
LINDEN, NC 28356

JANSSEN, PHILLIP T;JANSSEN, PHYLLIS A
3640 OLD ROUTE 15A
LINDEN, NC 28356

WOOD, LINDA T LIFE ESTATE
11011 RAMSEY ST
LINDEN, NC 28356

BABB, KENNETH R;BABB, TRAVIS ANN
BENNETT
10975 RAMSEY ST
LINDEN, NC 28356

TUOHEY, JOHN;TUOHEY, PAMELA
10986 RAMSEY ST
LINDEN, NC 28356

TUOHEY, JOHN M;TUOHEY, PAMELA C
10986 RAMSEY ST
LINDEN, NC 28356

CAPE FEAR INVESTMENT PROPERTIES LLC
7397 RIDDLE ROAD
ST PAULS, NC 28384

CAPE FEAR INVESTMENT PROPERTIES LLC
7397 RIDDLE ROAD
ST PAULS, NC 28384

247 STORE IT LINDEN LLC
15 PERRY ST STE 366
NEWNAN, GA 30263

ATTACHMENT: APPLICATION



County of Cumberland
— ♦ —
Planning & Inspections Department

CASE #: _____

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: _____

RECEIPT #: _____

RECEIVED BY: _____

**APPLICATION FOR
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ 250.00.
(See attached Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from A1 to R40
2. Address of Property to be Rezoned: 10932 Ramsey Street
3. Location of Property: 10932 Ramsey Street on
Ramsey Street
4. Parcel Identification Number (PIN #) of subject property: 0564-69-1265
(also known as Tax ID Number or Property Tax ID) 0564-69-7117
5. Acreage: 4.75 Frontage: 200 Depth: 1115
6. Water Provider: Well: _____ PWC: _____ Other (name): Harnett County
Water
7. Septage Provider: Septic Tank ☒ PWC _____
8. Deed Book 11839, Page(s) 840, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Residential
10. Proposed use(s) of the property: Residential
11. Do you own any property adjacent to or across the street from this property?
Yes _____ No ☒ If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No ☒

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Kevin B. Riddle - Cape Fear Investment Properties, LLC
NAME OF OWNER(S) (PRINT OR TYPE)

7397 Riddle Road St. Pauls, NC 28384
ADDRESS OF OWNER(S)

910-624-1152 910-624-1152
HOME TELEPHONE # WORK TELEPHONE #

Jeff Riddle
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

5965 Hall Park Road, Fayetteville NC 28306
ADDRESS OF AGENT, ATTORNEY, APPLICANT

riddle3653@gmail.com
E-MAIL

910-368-9330
HOME TELEPHONE # WORK TELEPHONE #

 
SIGNATURE OF OWNER(S) SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

ORDER DETAILS

PREVIEW FOR AD NUMBER LWLM00447190

Order Number:
LWLM0044719
External Order #:
9656728
Order Status:
Approved
Classification:
Govt Public Notices
Package:
General Package
Final Cost:
173.91
Payment Type:
Account Billed
User ID:
L0012804
External User ID:
744350

ACCOUNT INFORMATION

Cumb Co Joint Planning, Laverne Howard
130 Gillespie ST ATTN: LAVERNE HOWARD
Fayetteville, NC 28301-5669
910-678-7600
lhoward@cumberlandcountync.gov
Cumb Co Joint Planning, Laverne
Contract ID:

TRANSACTION REPORT

Date
December 20, 2023 12:29:17 PM EST
Amount:
173.91

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM00447190

January 2, 2024
Fayetteville Observer
January 9, 2024
Fayetteville Observer

Public Notice

ZON-23-0029: Rezoning from M2 Heavy Industrial Dis. to M(P)/CZ Planned Industrial Dis./Conditional Zoning or a more restrictive zoning dis.; 0.315 +/- ac; west side of Elva Wallace Rd, half-mile north of Wade Stedman Rd and west of I-95, Capital Outdoor Advertising (applicant), Cousins Realty NC, LLC (owner).

ZON-23-0033: Rezoning from A1 Agricultural Dis. to R40 Residential Dis. or a more restrictive zoning dis.; 4.75 +/- ac.; 10932 Ramsey St; Jeff Riddle (agent), Cape Fear Investment Properties, LLC (owner).

ZON-23-0034: Text Amendment to the Cumberland County Zoning Ord. to regulate tobacco and hemp retail products within Cumberland County, Planning & Inspections Staff (applicant).

SN-0503: Street Renaming Case; James Atkinson Road to Lancas Way

Publication Dates
L00000000



ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL AFFAIRS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 1/11/2024

SUBJECT: CONSIDERATION OF APPROVAL OF 2024 FEDERAL LEGISLATIVE AGENDA

BACKGROUND

The Board of Commissioners adopts a Federal Legislative Agenda annually that sets priorities for the County's federal advocacy each year. Cumberland County contracts with the Hamm Consulting Group for federal legislative lobbying services. The attached DRAFT 2024 Federal Legislative Agenda is presented for the Board's consideration.

Ron Hamm provided the Board with a federal update during the January 11, 2024, Agenda Session and presented the DRAFT 2024 Federal Agenda. The Board voted to place the item as an Item of Business on the January 16, 2024, Regular Meeting agenda.

RECOMMENDATION / PROPOSED ACTION

Approve the attached 2024 (FY2025) Federal Legislative Agenda.

ATTACHMENTS:

Description	Type
Federal Update presentation	Backup Material
DRAFT 2024 Federal Legislative Agenda	Backup Material



www.hammconsulting.com



Federal Advocacy Update and 2024 Federal Legislative Agenda Review

Presentation to Board of
Commissioners



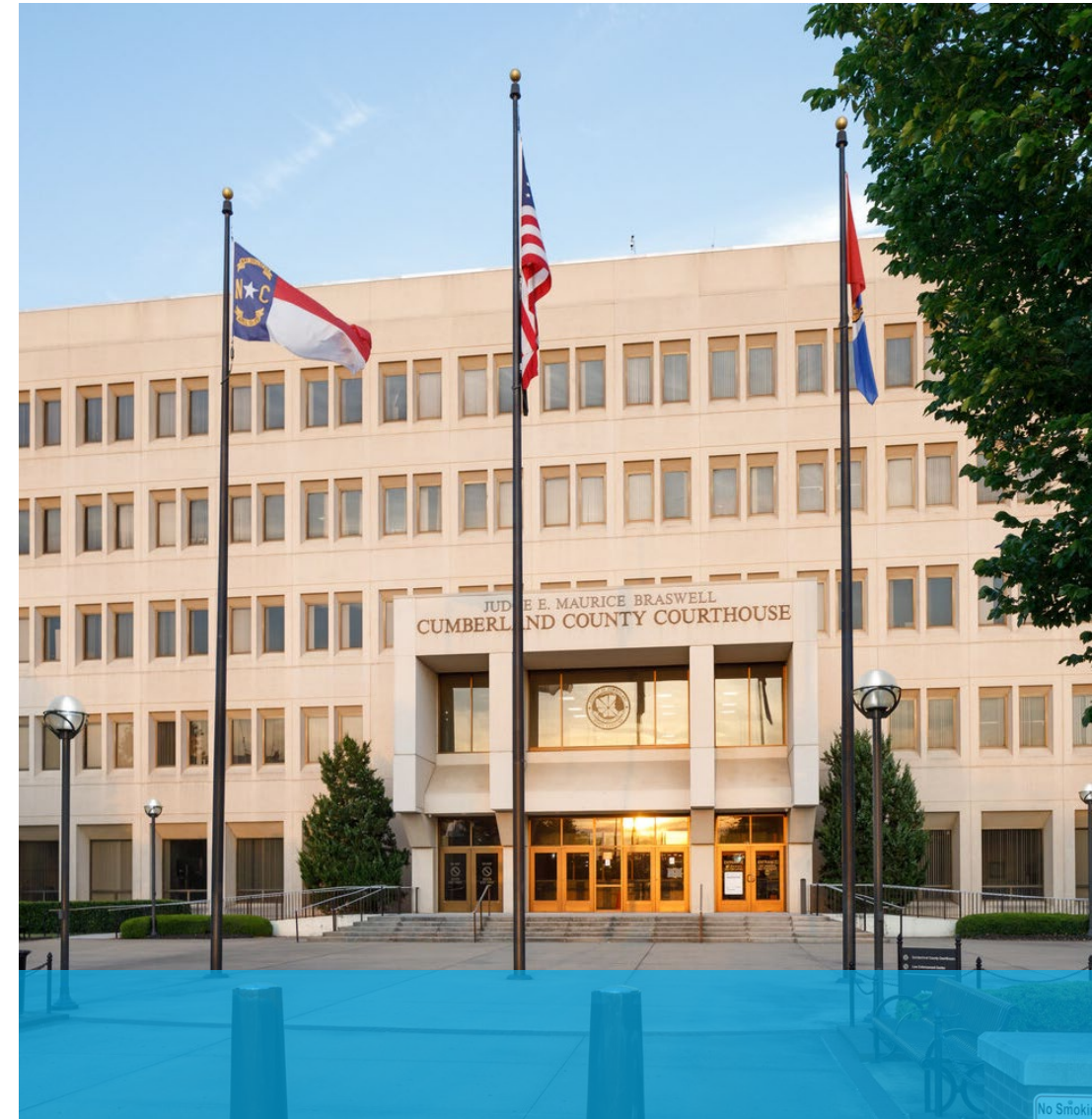
Ron Hamm
January 11, 2024

Washington State of Play

- Lawmakers returned to a packed agenda in the second session of the 118th Congress, with the Senate convening on Jan. 8 and the House on Jan. 9
- Lawmakers are seeking a compromise on supplemental aid to Ukraine and Israel, along with border security proposals
- Bipartisan action is likely on other key issues, including the reauthorization of Farm Bill programs, Federal Aviation Administration (FAA) and foreign electronic surveillance authorities

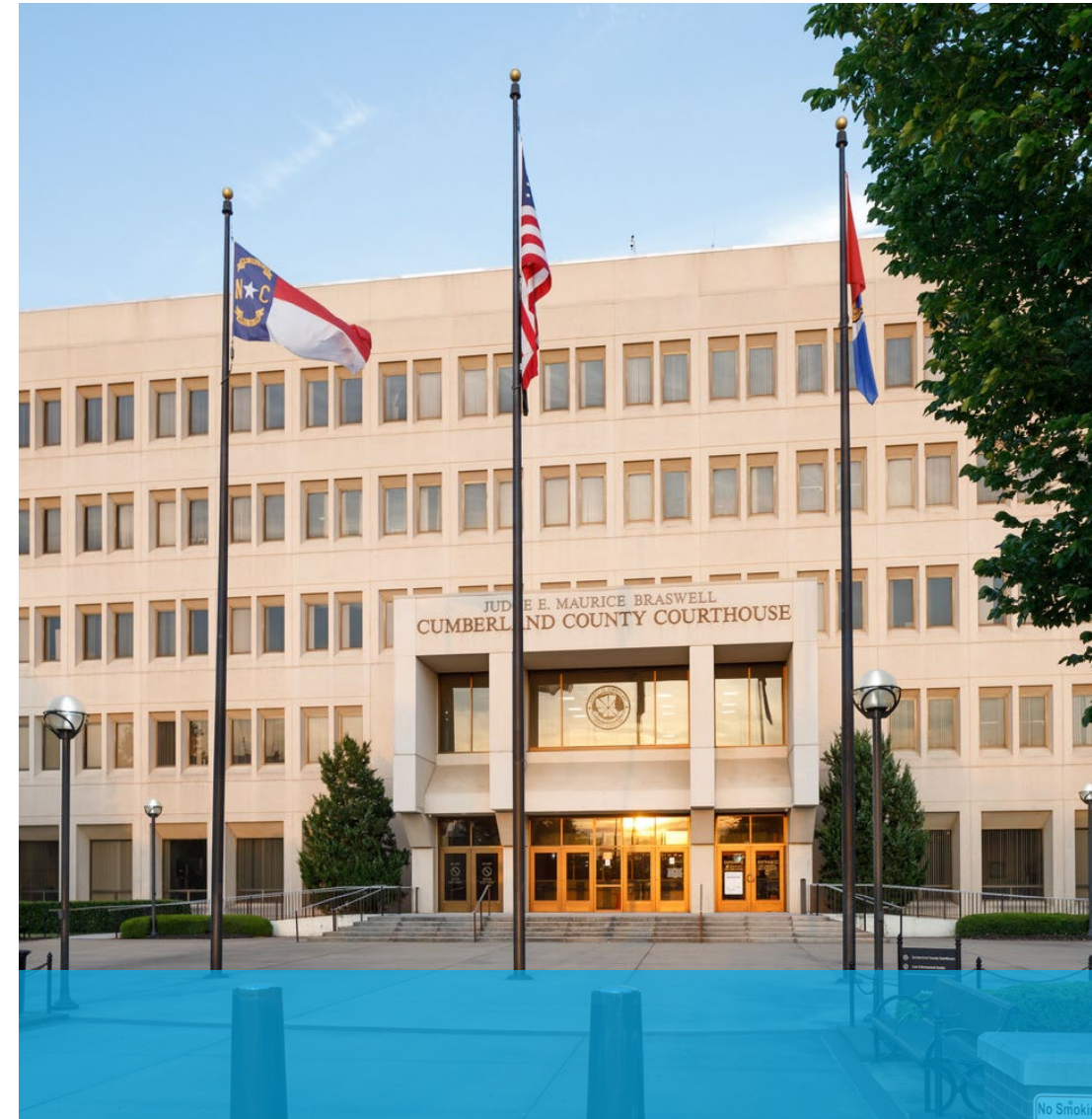
Advocacy

- FY 2024 Community Project Funding Requests
 - \$2.2 million included in FY 2024 House Agriculture Appropriations bill for the County Wastewater System Rehabilitation Project (NORCRESS)
 - \$5 million included in the FY 2024 Transportation-HUD Appropriations bill for the FAY Airport Ramp Reinforcement to support International Terminal Operation

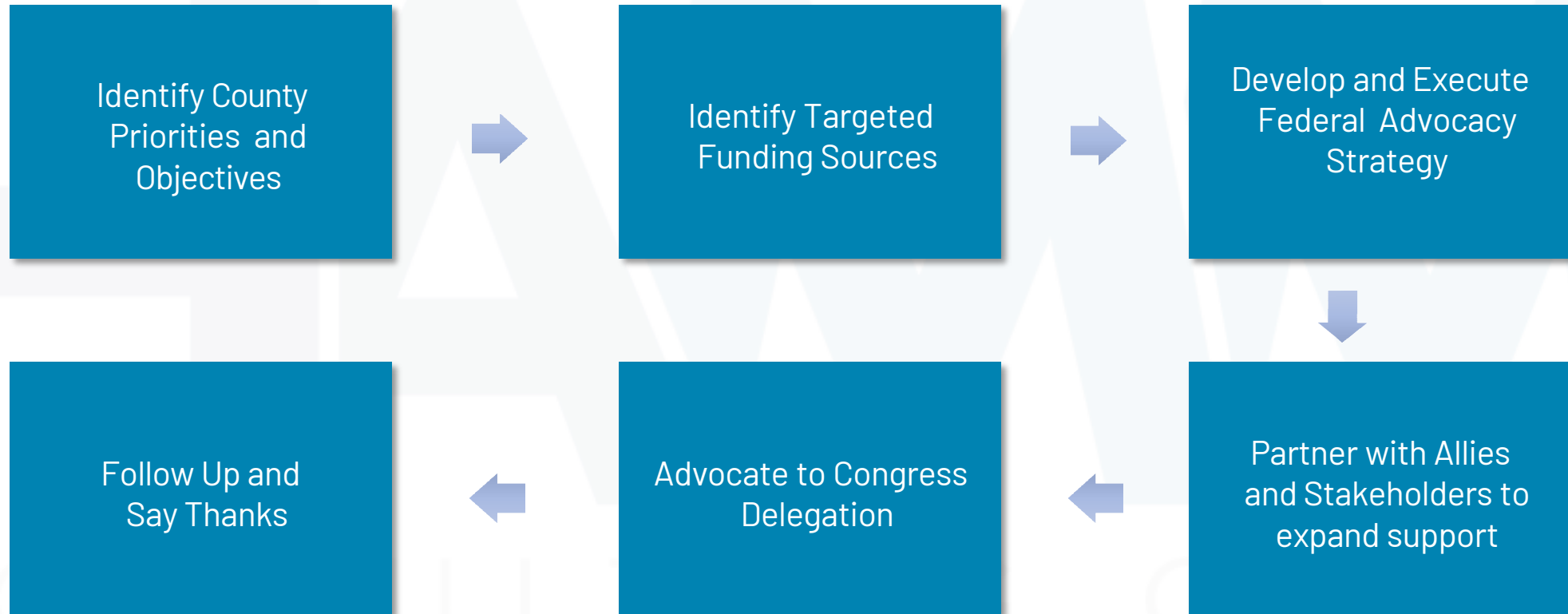


Advocacy

- Grants
 - Provide weekly grants alerts to County staff to review for potential funding opportunities
 - Consult with staff on targeted opportunities and execute congressional advocacy strategy
- Analyze and provide updates on legislation and regulations of interest to the County
 - Chemours EPA Consent Withdrawal
 - Veterans Services
 - Federal Grants Flexibility and Reform
 - Water Infrastructure Finance and Innovation Act (WIFIA)



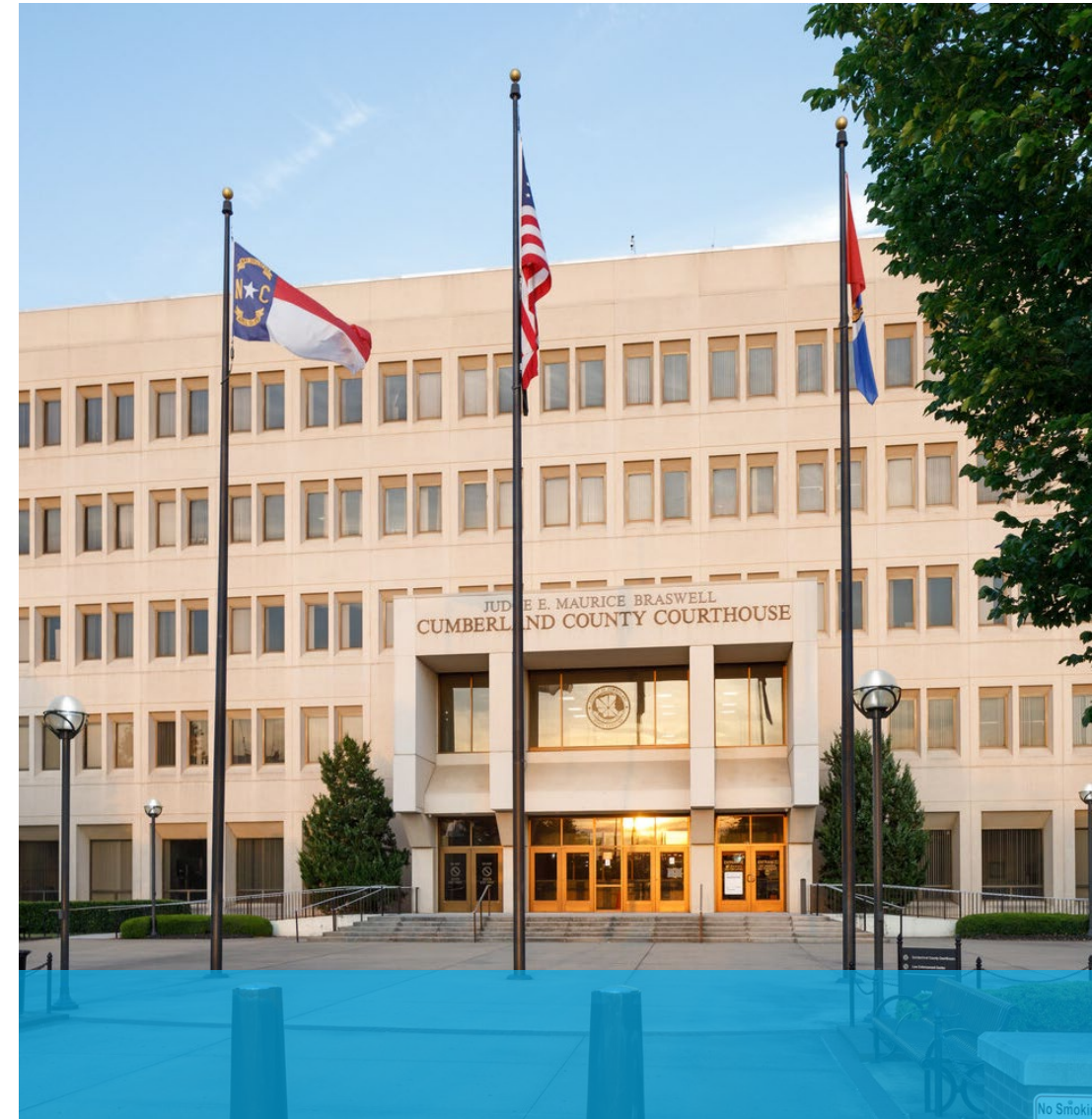
2024 Action Plan



DRAFT Federal Agenda

Priorities and Objectives

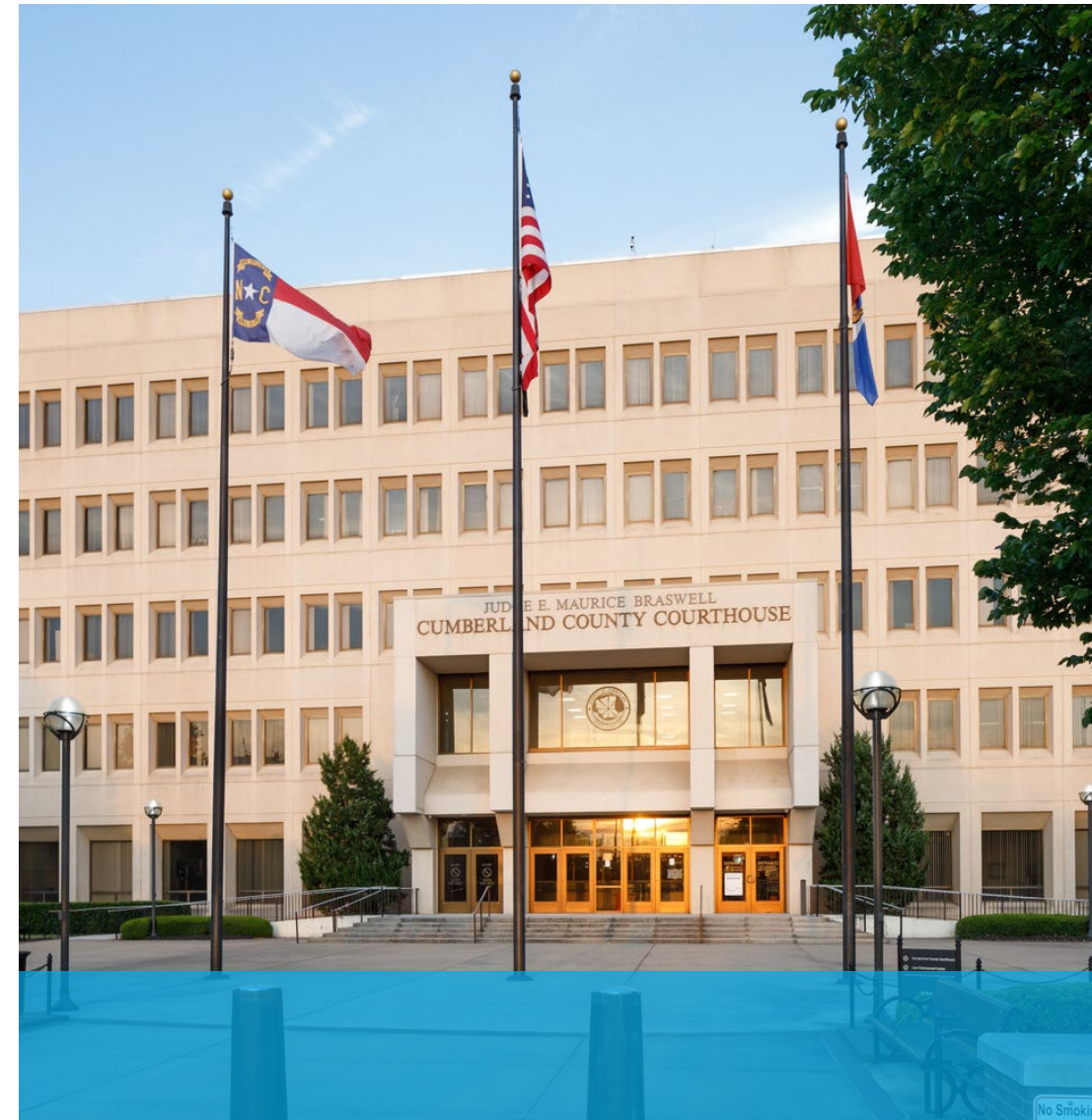
- Water and Sewer
 - Water utilities infrastructure
 - Sewer system upgrades
 - Stormwater management, flood prevention, etc.
- Transportation
 - Future 1-685 route adjustment to include Cumberland County
 - Passenger/commuter rail to Raleigh



DRAFT Federal Agenda

Priorities and Objectives

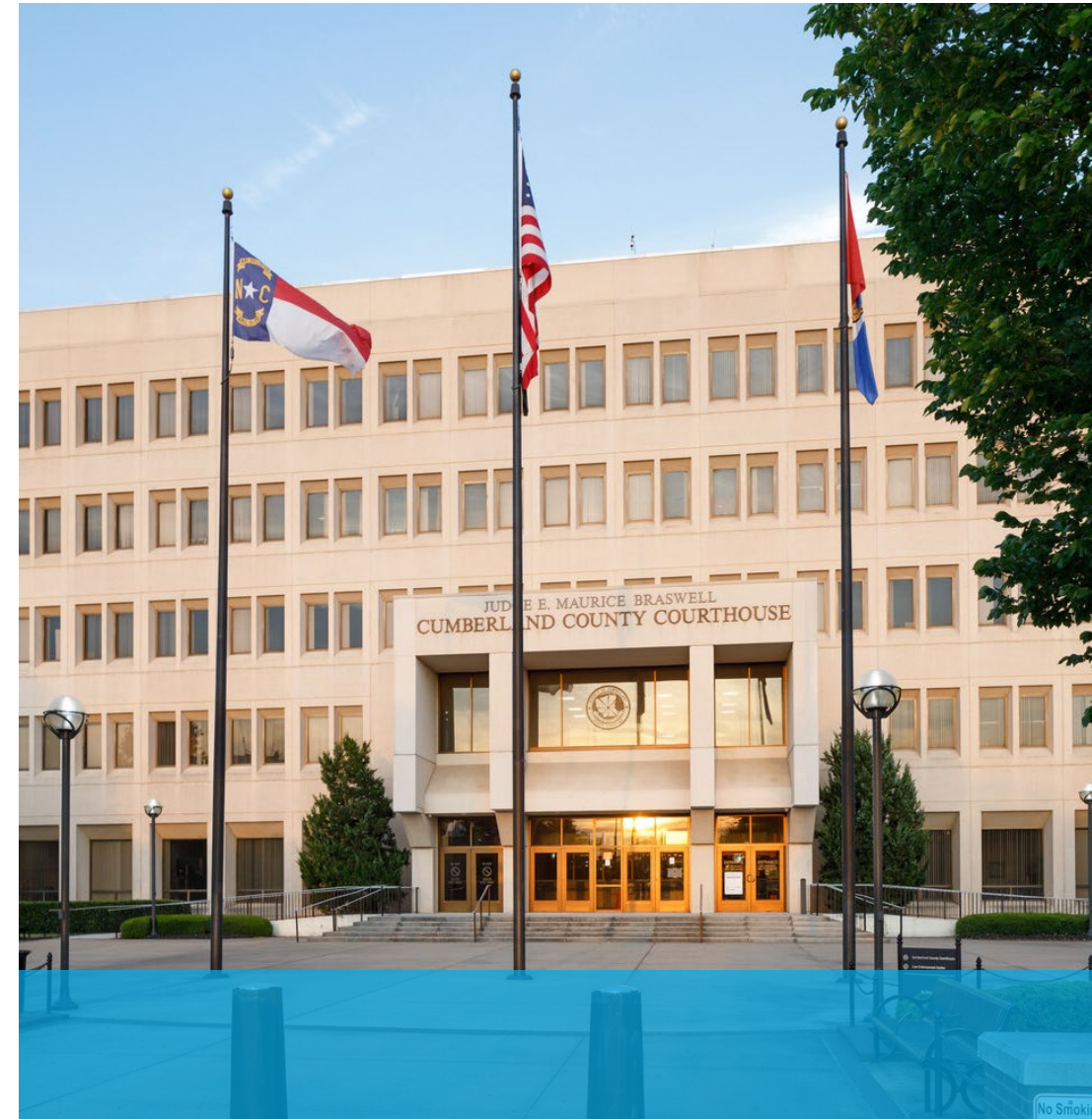
- Mental Health funding
 - Substance Use Disorder funding
 - Crisis/Recovery Center
 - Mental Health Court
 - Mental Health professionals in 911 Call Center
 - Opioid response
- Health and Human Services
 - Housing funding to address homelessness, support services, affordable housing
 - Food insecurity/access to healthy foods
 - Aging services
 - Medicaid for incarcerated
 - Healthcare related to emergency preparedness



DRAFT Federal Agenda

Priorities and Objectives

- Environmental - Landfill expansion and modernization
- Public Safety/Emergency Response - Mobile Emergency Incident Command Center
- Funding for Veterans Services Offices





Get In Touch

Ron Hamm

(703) 608-1906 (cell)

(202) 596-8384 (office)

rhamm@hammconsulting.com

**300 New Jersey Avenue, NW
Suite 900**

Washington, DC 20001



DRAFT 2024 (FY2025) Federal Legislative Agenda

DRAFT

Water and Sewer

- Water utilities infrastructure to address contaminated drinking water and sewer system upgrades
- Stormwater management, flood prevention and drainage improvements, including increased funding from the USDA for beaver management and debris and sediment removal from waterways

Transportation

- Future I-685 route – Advocate for the proposed new Interstate Highway between Greensboro and Dunn to not bypass Cumberland County, instead adjust the route to connect with I-295 providing economic development opportunities
- Passenger/commuter rail to Raleigh

Mental Health

- Substance Use Disorder and Mental Health – Support increased funding for Substance Abuse and Mental Health Services Administration (SAMHSA) grants, including substance use disorder and mental health block grants, the Children's Mental Health Services Program, and other substance use disorder prevention and treatment, mental health and supportive services and training grants
- Mental Health Crisis/Recovery Center
- Mental Health Court
- Mental Health professionals in 911 Call Center
- Opioid response including provision of NARCAN to first responders

Health and Human Services

- Housing – funding to provide affordable housing, address homelessness and offer supportive services (case management, counseling, transportation, childcare, ex-offender re-entry support)
- Farmers Market/Food Security/Healthy Foods Access- Seek grant funding for farmers market to address food insecurity and increase access to healthy foods
- Increased funding for the Aging – Support increased funding for Older Americans Act (OAA) programs and funding to support the Adult Protective Services program
- Medicaid for the incarcerated - counties are required to provide adequate health care to individuals who pass through jails each year, while federal statute prohibits Medicaid funds from paying for that care even if the individual is eligible and enrolled.
- Healthcare related emergency preparedness

Environmental

- Landfill Expansion - Support proposals that provide funding for creating new and modernizing existing solid waste related infrastructure, including organic waste processing facilities and PFAS removal from leachate

Public Safety/Emergency Response

- Emergency Operations – Seek funding for mobile Emergency Incident Command Center

Military and Veterans Affairs

- Advocate for additional Federal and State funding to provide critical resources to County Veterans Services



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 1/11/2024

**SUBJECT: CONSIDERATION OF SALE OF PARCEL ON THE SAND HILL ROAD
INDUSTRIAL SITE TO PIEDMONT NATURAL GAS FOR EXPANSION
OF REGULATOR STATION**

BACKGROUND

Piedmont Natural Gas (PNG) requested an easement 100' x 100' for an above-grade regulator station on the county's 159-acre Sand Hill Road tract adjacent to the county's 33-acre tract in the Cumberland Industrial Center, and a second easement 30' wide adjacent to its existing utility easements on the 33-acre tract running from Technology Drive to the new regulator station for an improved access road to the regulator station. PNG offered to pay \$10,000 for these easements. This matter was presented at the December 8, 2022, Agenda Session, at which time the county attorney advised the board that the addition of this above-ground station adjacent to the existing smaller station parcel owned by PNG made the triangular shaped area west of the existing utility easements unusable. The county attorney recommended the board to offer PNG the portion of the land lying west of the city's 1.6-acre lot with a strip parallel to the city's lot to the existing utility easements for access. The board unanimously voted to follow the recommendation of the county attorney on this matter with the offer to PNG to be only for the property it needed and to proceed with the transaction subject to a survey being prepared and any statutory requirements being done. The matter was moved forward to the December 19, 2022, Regular Meeting with a report from the county attorney that the matter would be brought back for board approval when the process was completed. The board voted to remove the item from that agenda.

The county attorney requested PNG to seek access to the new regulator station from Wal Mart Drive because it was much closer to the site than Technology Drive, eliminated the need for the additional access easement on the county property, and minimized the vehicular traffic on the easements crossing the county's industrial sites. PNG obtained a permanent access easement on the adjoining property owned by Wal-Mart Stores East, Inc., and agreed to cease using its existing easements on the county's properties for vehicular access to the regulator station. PNG obtained the survey. The survey plat is attached. It had to be reduced in size to be uploaded.

The county attorney marked the following on the plat:

- (1) The lot requested by PNG for the regulator station contains 1.931 acres and is shown with the boundary marked in green.
- (2) The area of PNG's existing parcel which is located on the parcel owned by the City of Fayetteville is shaded in blue. PNG has agreed to deed this property to the city to clear the title.
- (3) The PNG gas line easement on which PNG has a dirt road to access the existing regulator station is highlighted in yellow. PNG has agreed to cease using the dirt access road to access the existing or the new regulator station.

The proposed deed is also attached. The conveyance is made subject to the conditions concerning access to the lot stated in the deed which are enforceable as restrictions. PNG's offer is \$10,000. PNG derived that value by dividing the tax value by the number of acres of the Sand Hill Road parcel. By that method the value is \$5,054 per acre. The parcel has no road frontage and is only accessible by the easements held by PNG.

This transaction complies with the statutory requirements for the transfer of land as an economic development activity because it enhances the usable area of the county's adjoining industrial site and enables PNG to expand its natural gas delivery infrastructure to serve existing industrial customers and the county's vacant industrial sites which may need natural gas when developed. The statute requires the board to conduct a public hearing on this transaction upon ten days' notice of the board's intent to convey this property.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board to approve this transaction by adopting the attached resolution.

ATTACHMENTS:

Description	Type
New Plat (1-4-24)	Backup Material
Deed to PNG	Backup Material
Resolution of Intent	Backup Material

- [illegible]

REVISÉ

- [illegible]

[illegible][illegible]

CERTIFICATE OF OWNERSHIP AND RESIDATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, _____, THE LAND AND INTEREST THEREIN, TOGETHER WITH THE BUILDINGS THEREON, ARE THE PROPERTY OF _____, OF THE COUNTY OF _____ AND STATE OF _____, AND ARE OCCUPIED BY _____, OF THE COUNTY OF _____ AND STATE OF _____, AND THAT THIS PLAT AND RECORD THEREON ARE VALID AND CORRECT.

_____, COUNTY _____ STATE _____

I, _____, CLERK OF THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____

PERSONALLY APPEARED BEFORE ME THIS DAY AND AFORESAID, AND REQUESTED THAT I DO THIS AFFIDAVIT OF RESIDATION AND RESERVATION.

WITNESSES MY HAND AND SEAL THIS _____ DAY OF _____ 20____.

SGC

SGC SURVEYING
NORTH CAROLINA, PLLC

150-B RACEWAY DRIVE
 MOOREVILLE, NC 28117
 PHONE: (703) 551-0311
 WWW.SGCSURVEYING.COM
 FPO# 8 P-123

DATE: 01-04-24
 FILE: 1" = 60'

DRAWN BY: CHICK AS
 PROJECT: 263001
 FILE: PUNCH INFE

SHEET 1 OF 1

1

- [illegible]

42.12

- [illegible]

THE DIRECT WAGE UNDER MY SUPERVISION (FOOD
STOCK, FUEL, AND OTHERS); THAT THE POLYMERISTS
WANT TO BE PAID AS PER THE ESTIMATION IN BOOK AS

- [illegible]

SITE &
PROJECT

PIEDMONT NATURAL GAS
SUBSIDIARY OF DUKE ENERGY
528 SOUTH CHURCH STREET,
CHARLOTTE, NC 28202
TELEPHONE NO.

SITE #: 115243
PROJECT #: 0235634

115243_ALTA_CUMBERLAND RS_010424

[illegible]

**SGC SURVEYING
NORTH CAROLINA, PLLC**

156-B RACEWAY DRIVE
MOORESVILLE, NC 28117
PHONE: 1(800) 585-4031
WWW.SGCSURVEY.COM
FIRM # 05-1000

DATE: 01-04-24 SCALE: 1" = 60'	DRAWN BY: CHECKED BY:	PROJECT: 2630001 FILE: PURCH IN FEE	SHEET 1 OF 1
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Revenue Stamps: \$20.00

Approved by the Board of Commissioners

Containing a portion of the existing parcel with PIN: 0433-33-3511; to be assigned a new PIN.

Mail after recording to: Smith Anderson Law Firm (SMW), P.O. Box 2611, Raleigh, NC 27602

This instrument prepared by: Rickey L. Moorefield, County Attorney

Brief description for the Index: Parcel A per Plat Book ___, Page ___, Cumberland County Registry.

NORTH CAROLINA WARRANTY DEED

THIS DEED is made this ___ day of February 2024, by and between:

COUNTY OF CUMBERLAND, a body corporate and politic and a political subdivision of the State of North Carolina, with a mailing address of P.O. Box 1829, Fayetteville, NC 28302, hereinafter referred to as “Grantor”; and

PIEDMONT NATURAL GAS COMPANY, INC., a North Carolina corporation with a mailing address of 4720 Piedmont Row Drive, Charlotte, NC 28210, hereinafter referred to as “Grantee.”

The designation Grantor and Grantee as used herein shall include said parties and their successors or assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

W I T N E S S E T H:

That Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has, and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Rockfish Township, Cumberland County, North Carolina, being described as Parcel A, containing approximately 1.931 acres, more or less, as shown on the Recombination Plat for Duke Energy/Piedmont Natural Gas, prepared by SGC Surveying North Carolina, PLLC, dated January 4, 2024, recorded in the Cumberland County Registry in Plat Book ___ at page ___ and more particularly described in the legal description set forth on said recorded plat and incorporated herein by reference.

This conveyance is made subject to the following conditions, which are particular to Grantee or Grantee's use of the utility easements located on Grantor's adjoining property:

(1) Grantee shall cease use of the utility easements located on Grantor's adjoining property as a means of vehicular access for ingress and egress to and from Grantee's existing regulator station or Grantee's new regulator station to be constructed upon the property conveyed herein; provided that, Grantee shall continue to use Grantee's utility easements on Grantor's adjoining property for all other uses, rights, and purposes granted to Grantee as detailed in those utility easements (including, without limitation, inspections, maintenance, repair, and installation of the utilities infrastructure located within these easements).

(2) Grantee has obtained a permanent access easement for vehicular ingress and egress to and from the property conveyed herein across the adjoining property of Wal-Mart Stores East, Inc., recorded in the Cumberland County Registry on June 30, 2023, in Deed Book 11768 at page 862, which shall be the sole access for ingress and egress to and from the regulator station located on or to be constructed on the property conveyed herein for all purposes.

(3) Grantee shall convey the property described on the plat recorded in Plat Book _____ at page _____, Cumberland County Registry as "AREA TO BE CONVEYED TO CITY OF FAYETTEVILLE" to the City of Fayetteville.

(4) These conditions are part of the consideration for Grantor's sale of this parcel to Grantee and serve to enhance the value of Grantor's adjoining property held as an industrial site for economic development by minimizing the vehicular use of the utility easements located thereon and to enhance Grantee's ability to provide natural gas service to the industrial sites using natural gas and to those vacant industrial sites which may be developed to use natural gas in the area around the property conveyed herein and commonly known as the Cumberland Industrial Center or Cumberland Industrial Park.

(5) These conditions shall serve as restrictions to limit the use of the Grantee's easements located on Grantor's adjoining property for vehicular access as detailed herein.

(6) This restriction shall be enforceable by Grantor through any applicable civil remedy available at law.

TO HAVE AND TO HOLD the aforesaid property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

Grantor covenants with Grantee, that Grantor is seized of the property in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than any applicable easements, rights-of-way, restrictive covenants, or declarations of record and any applicable matters disclosed by a current, accurate survey.

[The remainder of this page intentionally left blank. Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly approved by action of its governing board taken _____; duly executed by its elected or appointed officers; and its seal affixed thereto as of the day and year first above written.

COUNTY OF CUMBERLAND

BY: _____
Glenn Adams, Chairman
Board of Cumberland County Commissioners

ATTEST

BY: _____
Andrea Tebbe
Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the State of North Carolina, certify that Andrea Tebbe personally came before me this day and acknowledged that she is Clerk to the Board of Cumberland County Commissioners, and that by authority duly given and as the act of the COUNTY OF CUMBERLAND, the foregoing deed was signed in its name by Glenn Adams, Chairman of the Board of Cumberland County Commissioners; sealed with its corporate seal; and attested by herself as Clerk to the Board of Cumberland County Commissioners.

WITNESS my hand and seal this the _____ day of _____, 2024.

Notary Public

My commission expires: _____

Cumberland County Board of Commissioners
Resolution of Intent to Sale Certain Real Property to Piedmont Natural Gas
Pursuant to G.S. § 158-7.1(b)(5)

Whereas, Piedmont Natural Gas (PNG) has requested to purchase a parcel of property located on the county's land with PIN: 0433-33-3511, commonly known as the Sand Hill Road industrial site, to expand the natural gas regulator station located thereon for a purchase price of \$10,000; and

Whereas, PNG has agreed that, as a condition of this sale, it will cease using its existing easements on the county's adjoining industrial sites as vehicular access to the new regulator station; and

Whereas, the board of commissioners finds the following:

- (1) The market value of the land requested by PNG is \$10,000.
- (2) PNG's cessation of the use of its existing easements on the county's adjoining industrial sites for vehicular access to the regulator station increases the usable area of those sites.
- (3) No business will be located on the land to be transferred to PNG; however, the expansion of the regulator station will enhance the capacity of PNG to provide natural gas to existing industrial users and those which may be further developed in the Cumberland Industrial Park and surrounding area.

Therefore, be it resolved, the Cumberland County Board of Commissioners intends to sell a parcel of land containing 1.931 acres to be subdivided from the parcel with PIN: 0433-33-3511, commonly known as the Sand Hill Road industrial site, to Piedmont Natural Gas for the expansion of a regulator station for a price of \$10,000.

Be it further resolved, the Clerk shall advertise notice of the board's intent to sell this property on these terms after conducting a public hearing February 5, 2024, in accordance with G.S. § 158-7.1(d).

Adopted January 16, 2024.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 1/3/2024

**SUBJECT: FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION
ADVISORY COMMISSION (2 VACANCIES)**

BACKGROUND

At the January 2, 2024, Board of Commissioners meeting, the following individuals were nominated to fill the two (2) vacancies on the Fayetteville-Cumberland Parks and Recreation Advisory Commission:

NOMINEES:

**ANTONIO RENTERIA
DAVID BREECE
LOUIS WOOD (Reappointment)
STACEY BOLTON**

The roster for the Fayetteville-Cumberland Parks & Recreation Advisory Commission is attached.

RECOMMENDATION / PROPOSED ACTION

Please appoint individuals to fill the two (2) vacancies on the Fayetteville-Cumberland Parks & Recreation Advisory Commission.

ATTACHMENTS:

Description	Type
Fayetteville-Cumberland Parks & Recreation Roster	Backup Material

FAYETTEVILLE-CUMBERLAND
PARKS AND RECREATION ADVISORY COMMISSION
3 Year Terms
(Terms were initially 2 and 3 years)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Andrew Dempster Jr. 6238 Esau Street Linden, NC 28356 910-977-5399 drew@smithdickey.com	6/20	1st	June/23 6/30/23	Yes
Trevon McNeill 8436 English Saddle Drive Fayetteville, NC 28314 (910) 364-2693 FDECYP@GMAIL.COM	5/23	1 st	June/26 6/30/26.	Yes
Helen Stovall-Brockett 6998 Point East Drive Fayetteville, NC 910-303-2179 HelenBrockett@gmail.com	5/23	1st	June/26 6/30/26	Yes
Harold Smelcer 3209 Boone Trail Fayetteville, NC 28306 910-425-1769 smelcerco@aol.com	6/22	2nd	June/25 6/30/25	No
Vickie M. Mullins (W/F) 5905 Turnbull Rd Fayetteville, NC 28312 910-322-3100 Girlimon1@aol.com	6/23	2nd	June/26 6/30/26	Yes
Louis Wood (W/M) 6221 Azelia Drive Stedman, NC 28391 910-308-4861 louis.wood@stateelectric.com	6/20	1st	June/23 6/30/23	Yes
Lee Spruill (W/M) 960 Ken Hancock Lane Stedman, NC 28391 309-0157/483-0191 vleespruill@gmail.com	4/21	2nd	April/24 4/30/24	No

Meetings: 1st Tuesday of every month at 5:45 PM – Parks and Recreation Admin Bldg. 121 Lamon Street
Contact: Michael Gibson/Jessica Legette, City of Fayetteville, Phone 433-1547, Fax 433-1762