



Request for Proposal
for
Contractor to Provide Volunteer Driver Services for the Centralina Region

Individuals submitters should submit their request for proposals by 5:00 PM Eastern Times, September 16, 2016 to the attention of:

Vicki Bott
Centralina Council of Governments 525 North Tryon Street, 12th Floor
Charlotte, NC 28202

Or email to vbott@centralina.org

Any late proposals will not be considered.

Questions regarding this request for proposal should be directed in writing to Vicki Bott, Grants Development Director CCOG, and submitted via email vbott@centralina.org

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I. Existing Volunteer Transportation System Information

Introduction

Centralina Council of Governments (CCOG) is issuing this Request for Proposal (RFP) to hire a contractor to provide Volunteer Transportation Services as part of the existing Mobility Management efforts for the period July 1, 2016 – June 30, 2017. These programs are funded through a grant from the North Carolina Department of Transportation (NCDOT), under the Federal Transit Authority's Seniors/Elderly/Individuals with Disabilities (5310) program. CCOG's VTS program provides demand response service transportation ("rides") to older adults and people with disabilities without other transportation options. The volunteer drivers will use their personal vehicles to provide rides to passengers enrolled in CCOG's Volunteer Transportation Services ("VTS") program. The contractor will not provide vehicles for volunteer drivers' use in the VTS program.

Background

Centralina Council of Governments is a regional planning organization that serves a nine (9) county region. CCOG's mission is to help the Centralina region find innovative solutions to both existing and future challenges facing Greater Charlotte and to unifying the region's collective resources to help grow the economy and jobs, improve the quality of life and control the cost of government. The mission of the Volunteer Transportation Services Program is to improve mobility for older adults, veterans and people with disabilities in the Centralina Region through a network of volunteer drivers.

In 2013, CCOG conducted a Mobility Management Study along with local transportation, aging, disability and other human service providers to determine recommendations to address unmet transportation needs the community. The development of Volunteer Transportation Services is a direct response to the extensive community planning conducted during the 2013 Mobility Management Study. In addition, CCOG just completed a 2016 study of transportation barriers for older adults and people with disabilities. Recommendations include a variety of best practices to enhance and improve transportation access for older adults including the expansion of volunteer transportation efforts.

In due diligence managing a NCDOT 5310 grant, Centralina Council of Governments is following the Federal Procurement requirements and putting the Volunteer Transportation Service out for bid. The first two years of Volunteer Transportation Services, CCOG contracted with Centralina Connection, 501(c)(3) to deliver the transportation service in the Centralina Region.

Service Area:

Volunteer Transportation Services is a regional model and must have the capacity and infrastructure to provide services region-wide:

- Anson, Cabarrus, Gaston, Lincoln, Iredell, Mecklenburg, Stanly, Rowan and Union counties.

VTS Destinations:

- Medical & Non-Medical, non-emergency trips within the nine county area including across county boundaries.

Background information regarding other available transportation:

The Centralina Region has both fixed and demand response transportation services. There are a wide variety of independent contractors who charge for their services including taxi's. However, transportation remains one of the greatest unmet needs for older adults and people with disabilities in our region. Volunteer Transportation has been created in response to the 2013 Mobility Management study to serve as a safety net for those individuals who do not qualify for or cannot access existing transportation services.

Service Standards:

- Volunteer Transportation Services follows NCDOT guidelines and has a detailed policies & procedures manual.

Fare Collection:

- Volunteer Transportation Trips are provided at no cost to the passenger, however contributions to the Volunteer Transportation Service are accepted. No tips are allowed to be accepted for any trips.

Fuel Price Adjustments (<http://www.doa.state.nc.us/PandC/fuelcost.htm>):

- *N/A. VTS offers mileage reimbursement at the volunteer rate (.14 cents per mile)*

Fleet and Maintenance**Maintenance plan:**

Volunteer Transportation Services utilizes volunteers driving their personal vehicles and requires that the agency maintain files of all current registration and insurance information for each volunteer vehicle. Volunteers are also required to conduct pre and post-trip inspections/ walk arounds to ensure that vehicles are in safe operating conditions. This is outlined in the Volunteer handbook and Policies and Procedures.

Historical Data:

Volunteer Transportation Services FY 16

Number of days operated	365
Volunteer Trips	642
Service Miles	11,184
Volunteer Hours	804
Staff: # of Part Time Operators	1

II. Project Expectations

This request for proposal does not include determining eligibility of the potential passengers.

The following questions allow bidders to outline their potential program. Questions are provided below to meet a minimum set of NCDOT expectations including:

- Public/Prospective Driver Program Awareness
- Safety
- Efficiency/productivity
- Personnel (contractor's staff positions that will accomplish the item or tasks within the item)
- Insurance coverage
- Quality Assurance & Passenger & CCOG Satisfaction
- Reporting (accountability)

1. Bidding Agency Eligibility:

The bidding agency must be a 501(c)(3) organization.

2. The bidding agency will demonstrate capacity to:

A. Volunteer Management: Includes: Recruit, Screen and Train and Retain volunteer drivers and file maintenance

Recruit Volunteer Drivers – Conduct regular, no less than eight (8) community based outreach efforts per month to educate and recruit members of the community to become eligible drivers.

Screening of Volunteer Drivers – Contractor will screen prospective drivers to ensure that all minimum qualifications are met, and will notify prospective drivers and CCOG of results. Minimum qualifications are as shown below:

Qualification	Minimum requirements
Age	At least 21 years of age
Driver’s license	Current and valid in the U.S.
Passenger vehicle	Owned/leased with current registration and insurance N.C. minimum liability insurance
Safety & background checks	Pass driving record, criminal check, sex offender registry
VTS program rules & requirements, driver training	Agreement to abide by & maintain all minimum requirements, including CCOG-provided driver training

Proposals should describe the contractor’s intended general approach to the screening process, documentation of screening results, and notification of prospects and CCOG of results of screening, along with proposed quantitative outcomes, anticipated costs and timeline

Training Volunteer Drivers in the nine county region

- This must be regular, multi-modal, and include safety, policy/procedures and customer service.

Retention of Volunteers

- Conduct at least one annual volunteer appreciation event
- Quarterly incentive programs to encourage continued driver success and passenger satisfaction

File Management

- Confidential records are maintained for each individual driver in compliance with NCDOT/CCOG policies and procedures and program standards.

B. Trip scheduling capacity, including scheduling software, procedures and staffing. The “Call Center” should have

- Operating hours of Monday to Friday from 9:00 AM to 4:00 PM.
- Passengers must call 72 hours in advance to schedule a trip.
- Requests can be made up to 30 days in advance of the trip.
- Passengers may request trips outside of the regular office hours including evenings and weekends.
- Assisted Rides is the current scheduling software. Any proposal must include scheduling software that is compatible to Assisted Rides.

C. Supplemental automobile liability insurance for qualified volunteer drivers

“All registered volunteers (collectively) of an organization are provided with excess volunteer liability insurance at a limit of 1,000,000.00 per occurrence”

D. Offering mileage reimbursement to volunteer drivers (not a grant supported expense). National Volunteer Rate is .14 cents per mile.

E. Marketing of Volunteer Transportation Services

F. Conduct community outreach on behalf of Volunteer Transportation Services

Expectations

<u>Roles and Responsibilities /</u>	CCOG	Contractor
Relationships with: <ul style="list-style-type: none"> • Contracting agencies • Governing Boards 	Y Y	N N
Responsible for: <ul style="list-style-type: none"> • Client Eligibility • Volunteer Driver Eligibility 	Y N	N Y
Owner of: <ul style="list-style-type: none"> • Scheduling and Dispatching Software • Owner of all data 	N Y	Y N
Focus on improving productivity: <ul style="list-style-type: none"> • Daily review of productivity of schedule • Daily validation of accurate data • Monthly meeting on quality of service 	N N Y	Y Y Y
Use state standards (may include any and all) <ul style="list-style-type: none"> • Data definitions • Reporting data 	Y Y	Y Y

III. PROJECT PROPOSAL

All proposals should address the following.

- Organizational Information
 - Attach the IRS letter of designation as a 501(c)(3) with proposal.
- Narrative regarding experience and professional qualifications of the firm (Financial strength, Paratransit experience),
 - Experience of local / regional support staff, (support services rendered)
 - Experience and qualities of the proposed contract management team
- Narrative regarding the anticipated approaches to providing the proposed services. (Technical Qualifications - to include Project Expectations)
- Attach operational budget
- **Indicate acceptance of Federal and State Requirement and Special Conditions by authorized initials in this box.**

Questions should be addressed directly to Vicki Bott at Centralina Council of Governments.

- Attach references

1. ORGANIZATIONAL INFORMATION

Agency Name: _____

Address: _____

Mailing address if different _____

Contact Person: _____

Phone: _____ Email: _____

EIN # _____

Attach the IRS letter of designation as a 501c3 with proposal.

Authorized Signature _____ Date _____

2. Describe in detail your organization's:

- a) Experience working with older adults and people with disabilities.
- b) Experience working with the aging and disability network.
- c) Experience following NCDOT grant requirements for record keeping and program operation include the methods by which you ensure efficiency and productivity in workflow and service delivery.
- d) Familiarity with transportation resources in the Centralina region.
- e) Manner in which you will accomplish compliance with applicable federal and state safety standards and regulations.
- f) Operational budget for the project including organizational chart, specific staff assignments and their qualifications.
 - a. Include wages, fringe and other direct or indirect expenses
 - b. Funding source to cover the volunteer mileage reimbursement (this is not a grant reimbursable cost)
- g) Approach to managing volunteer drivers
 - a. recruiting,
 - b. screening,
 - c. training and
 - d. retention of volunteer drivers
- h) Communication between volunteer drivers and eligible clients
- i) Measures by which the services will be evaluated and the methods used to incorporate quality improvement into the service for both passenger and driver.
- j) Comprehensive, regional plan for outreach and marketing efforts.
- k) Transportation scheduling software and describe the capacity of the organization to handle trip scheduling and data collection and reporting.
- l) Insurance carrier and provide the monetary level of insurance coverage

IV. Time Line, Selection Criteria, Submissions and Requirements

Timeline

<i>DATE</i>	<i>EVENT</i>
August 16, 2016	CCOG Issues this RFP
August 30, 2016	Submission of Written Questions. Vendors are permitted to submit written questions, but only for purposes of clarifying this RFP including questions about the proposed contract. All submissions shall be delivered or faxed to the Project Manager at the address and number listed under Format and shall include the name of a Vendor contact person to receive the answers. Questions are due by 5:00 PM . Questions received after this deadline may be answered at the discretion of this agency.
September 7, 2016	Questions Answered
September 16, 2016	Proposal Submission. Complete proposals are due by 5:00 PM as described.
September 17 th to September 23, 2016	Evaluation. During this period, the Evaluation Committee will conduct a full detailed evaluation of Proposals and References.
September 23, 2016	Recommendation to CCOG and approval of contractor
September 24, 2016	Finalization of the contract.
September 30, 2016	Contract starts. Retroactive to July 1, 2016 start date for service.

Selection Criteria

This procurement will be conducted using competitive proposal procedures. It is the intent of the CCOG to conduct technical evaluations of proposals received, hold contractor interviews, conduct negotiations with one or more contractors, and select a contractor, with the goal of promoting fairness and competition. CCOG reserves the right to reject any or all proposals as provided in G.S. 143-129(b).

A Selection Committee representing the CCOG will assist with the selection process. CCOG shall award all competitive proposal contracts to the responsible firm whose proposal is most advantageous, considering price and technical requirements. The following criteria will be used to evaluate the proposals.

SCORING CRITERIA AND WEIGHT OF PROPOSAL COMPONENTS

Proposal Detail Questions	Criteria	Weight
1	Experience and professional qualifications of the firm (Financial strength, Para-transit experience), a) Experience of local / regional support staff, (support services rendered) b) Experience and qualities of the proposed contract management team c) References	25
2	Anticipated approaches to providing the proposed services. (Section III, part 2, a-l)	50
3	Operational Budget	20
4	Appendix – contract and forms	5

Submissions

Format of Submission of proposals

1. Include a Letter of Transmittal signed by the person(s) with the authority to bind your firm and answer questions or provide clarification concerning submitted proposals
2. Formatted Word Document that would print on 8 ½ “x 11” paper
3. Completely and accurately address the criteria found in this RFP
4. Submit only fully completed proposals. Incomplete proposals will not be accepted.
5. Delivered by 5:00 p.m. on September 16, 2016.

Volunteer Transportation Services

Policies and Procedures
for Volunteer Drivers



CENTRALINA
MOBILITY
MANAGEMENT

2015



Policies and Procedures for Volunteer Drivers



Policies and Procedures for Volunteer Drivers

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Policies and Procedures for Volunteer Drivers



Policies and Procedures for Volunteer Drivers

PROGRAM INFORMATION

Acknowledgements

The Volunteer Transportation Services Program (VTS) benefits from the experience of other successful volunteer transportation programs and wishes to acknowledge and thank them for the information they contributed:

- Santee-Lynches Council of Governments Assisted Rides Program
- Washington State Agency Council on Coordinated Transportation Volunteer Drivers – A Guide to Best Practices
- Easter Seals “A Solution Package for Volunteer Transportation Programs”
- Western Community Action Transportation Program Volunteer Drivers Handbook

The intent of this handbook is to provide information for volunteer drivers, passengers and escorts in the VTS program to help them understand and meet routine responsibilities and special circumstances that may arise. Additional training will be provided on a regular basis.

Mission Objective

To fill the transportation gap for individuals 18 and older with disabilities, veterans, and individuals 50 and over, in order to enhance their quality of life by providing access to needed services and destinations.

Transportation Program Overview

VTS utilizes the web-based, secure software *Assisted Rides* developed by the AlterNetWays Company. Upon approval as a volunteer, you will be given access to the *Assisted Rides* program, which you can use to determine which trips you may wish to perform. Each trip is meant to help individuals 18 and older with disabilities, veterans and seniors 50 and older, hereafter known as “passengers”, to access life-enriching activities.

As a VTS volunteer, you will use your own vehicle to transport passengers. Your personal insurance policy will provide **primary coverage**. However, umbrella insurance coverage has been secured by VTS for when you are providing services approved within the *Assisted Rides* program. Situations may also arise when agencies will allow the use of vehicles from their fleet to be used by volunteers to transport passengers, if the volunteer is properly trained to operate those vehicles.

Passenger destinations may include non-emergency trips to: hospitals, doctors and dentist offices, pharmacies, assisted living facilities, grocery stores, human service agencies, etc. The list of active destinations will be included in the *Assisted Rides* database. Based on need, each passenger will be allowed to have one (1) escort to accompany them to their approved destination. Additional passengers will be considered on a case-by-case basis.

The Volunteer Transportation Services program is meant to complement existing private and public transportation services; it is not meant to provide transportation for individuals who have insurance that pays for the requested transportation service, or to replace the transportation that is already available to the passenger.



Policies and Procedures for Volunteer Drivers

Funding

While transportation service is at no cost to passengers, funding of this program is based on passenger donations, general donations from the public and municipalities, and funds from grants.

Passenger Eligibility

Residents eligible for VTS are those 18 and older with a disability, all individuals 50 and over, or any veteran of the armed services, who resides in the Centralina region (Anson, Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union counties). All passengers must complete the Passenger Enrollment Application.

Being a Volunteer Driver

As a volunteer, we hope you will experience the rewards and satisfaction of helping people through the transportation assistance you provide. This program is intended for individuals who still reside in their own home, and is designed to help them access life-essential and enriching activities, and continue to live independently.

Understand that you are never obligated to do more driving than what you volunteer to do. You may choose to be reimbursed at a mileage rate that is determined by the VTS board. It is important to note that the current tax-free standard mileage rate for reimbursement is set by the Federal Government and can be found on the IRS website at irs.gov. Other non-monetary incentives will be provided at various times during the year.

To become a volunteer, you must complete an enrollment application and read this handbook prior to performing your first assisted ride. Please review the appendix to this handbook as well, as it includes forms and information important to your participation in this program.

We appreciate your commitment as a volunteer and want to thank you for giving of your time to provide a much needed service.

OPERATIONAL GUIDANCE

Volunteer Qualifications and Requirements

The following requirements must be met in order to be registered as a VTS volunteer driver:

- *Be at least 21 years of age and own your vehicle.*
- *Agree to keep passenger information confidential.*
- *Complete the Driver's Application, including initialing the required statements within the form.*
- *Sign receipt of the Policies and Procedures Handbook and agree to read it before performing your first assisted ride.*
- *Maintain a vehicle that is clean and in safe operating condition, and carry automobile liability insurance that meets or exceeds the North Carolina minimum insurance requirements.*
- *Have a valid North Carolina driver's license. [This will be waived for Active Duty Military who have elected to maintain a current home of record driver's license]*
- *Undergo background and driver record checks.*
- *Pass a drug test.*



Policies and Procedures for Volunteer Drivers

Description of Service

The VTS Program will allow curb-to-curb or door-to-door service agreed to by the volunteer driver.

While conducting your volunteer assignment, if you feel that a passenger needs more assistance than you can provide, please contact VTS immediately before the ride begins.

Service Area

Ultimately, VTS program operation is planned for all nine counties of the Centralina region. The service area includes the following counties; Anson, Cabarrus, Gaston, Lincoln, Iredell, Mecklenburg, Rowan, Stanly and Union. Limited services began in 2014.

Program Hours and Phone Contacts

The VTS office is open Monday through Friday, excluding holidays. Call center hours are 9:00 AM to 4:00 PM; (844) VTS-RIDE. There are no VTS operating hour restrictions for passenger trips as long as there is a valid need and a volunteer driver who accepts the requested trip. If you need to contact VTS after normal office hours or upon an emergency, please call the main number and leave a message.

Assignment of Volunteer Driver Trips

Since the VTS utilizes a secure web-based system to identify potential rides, the preferred method of accepting trips is self-assigning on the Assisted Rides software; however, we realize there may also be a need to provide notification procedures by phone.

A. Assisted Rides

Upon completing certification as a volunteer driver, your unique log in information to the secure web site will be mailed to you. On the website, you will see a list of rides that are pending. The default setting for this list displays rides that are projected within seven (7) days. That default can be changed to show a longer period of time if needed.

To get access to your personal site so that you can view and accept pending rides, visit www.assistedrides.com or follow the link from www.centralinavts.org and log in to the Assisted Rides website with your unique log in information. We recommend that you bookmark this site so you can always return to this page.

This page will provide you instructions to the secure VTS system. Additionally this site lists all pending rides for review to determine which rides you may be able to provide. After you complete the trip, you must ensure the appropriate trip completion information is entered into the *Assisted Rides* website.

Under "Status" change "Assigned" to "Completed", or contact VTS. This ensures that both the passenger and driver get credit for the trip. VTS will generate a report each quarter for reimbursement purposes. You can access the report by clicking "Display Completed Trip Report". Make sure you place the Begin and End dates for the period you want the report to print.

If you have any problem with accessing the system, you can respond back to the original e-mail or call VTS.

B. Phone Notification



Policies and Procedures for Volunteer Drivers

Upon acceptance as a volunteer driver, you will receive notification by phone.

1) Accepting a passenger for a ride: Assignment of rides will be based on your availability to transport a passenger. Therefore, please call VTS to have them input your availability. VTS will contact you by telephone to see which passengers you may be able to transport. If you elect to transport a passenger, VTS will provide you the contact information of the passenger so you can make the appropriate arrangements for transport.

2) Trip Manifest and Map Location of passenger: If you would like to have a copy of the trip manifest or a map of the location of the passenger, please let VTS know so a copy can be emailed or made available for you to pick up.

3) Completion of passenger Trip: Upon completion of your ride, please notify VTS so all the appropriate data can be entered into the VTS secure web-based system and you get credit for the ride.

4) Mileage Reimbursement Payment: Each quarter (every three months), upon receipt of daily inspection log. Payment will be made quarterly around the 15th of January, April, July and October.

C. General Information

1) Once you select to transport a passenger, you should contact the passenger and make all the necessary pre-trip arrangements (time of pick up, directions to the passenger's home, number to call if they must cancel the ride, etc.).

2) The VTS Program will allow curb-to-curb-or door-to-door service, but does not provide coverage for door-thru-door.

3) If a trip is not completed because the passenger is a "no-show" or, if you, the volunteer driver, feels uncomfortable with the situation found when picking up the passenger, it is your responsibility to immediately call VTS to explain the situation and to get further instructions. In this particular situation, the volunteer driver is credited for the miles and time consumed even if the trip is not completed.

4) Once the trip is complete, please ensure you complete the required information in either the VTS secure web-based system or phone the information into VTS.

5) At the end of your trip, please provide the following to the passenger:

- a. Report card- so the passenger can rate their VTS experience
- b. Consumer contribution request- so the passenger can contribute to VTS
- c. Pre-addressed and postage-paid VTS envelopes

The report card, consumer contribution request and pre-addressed postage-paid envelopes are all contained in the Volunteer Driver Packet. This packet is provided to each volunteer driver. The Volunteer Driver Packet is explained in further detail on page 12.

D. Step by Step Volunteer Driver Actions

A Step by Step checklist for volunteer driver actions is contained in the Appendix; however, if there are ever any questions, do not hesitate to contact VTS.



Policies and Procedures for Volunteer Drivers

Passengers are authorized to request different locations in one ride, but this must be pre-identified in their original request.

If the passenger requests a deviation from the original request during the course of the ride and the driver is willing to accommodate the passenger, please notify VTS so that the additional destinations can be entered into Assisted Rides and therefore covered by insurance and eligible for mileage reimbursement.

Cancellation Procedures

If you, the volunteer driver, need to cancel a scheduled ride, please contact VTS immediately. Please inform them if you know of another qualified volunteer driver who is willing to take your passenger; otherwise, VTS will try to find another volunteer driver.

If the passenger needs to cancel the ride request, then they are required to contact VTS and the volunteer driver. If you were not notified, and you attempt to pick up the passenger, then there will be an entry in the *Assisted Rides* website reflecting a “no-show.” The volunteer driver will still get credit for the mileage incurred.

Passenger Assistance

Remember; always be kind and courteous to your passenger. Here are some helpful hints to ensure the passenger has a pleasant and safe experience.

- When you arrive at the pickup location, meet the passenger at their door.
- Ask if you can help the passenger to and from the car by offering an arm and guiding them – this could help prevent accidents and promotes safety.
- Ensure the passenger enters the drop off establishment before driving away.

Passenger Conduct

The intent of Volunteer Transportation Services is to ensure a safe environment for both the driver and the passenger. Each passenger registered in the *Assisted Rides* website is required to sign a Passenger Code of Conduct. The Code is included in the appendix of this handout. At the time of the appointed ride, if there is any indication that the passenger is unruly or does not adhere to the Passenger Code of Conduct, you can deny the passenger the ride. In such a case, you should immediately contact VTS to and inform them of the situation. Additionally, each passenger is responsible for the conduct of their escort, and if the escort presents any problem during a trip, the volunteer driver should contact VTS.

Customer Service

Each volunteer driver should refer to the Code of Conduct for Volunteer Drivers located in the appendix. This Code of Conduct must be adhered to when you are performing your duties.

As you transport your passenger follow these simple rules:

- Treat each passenger with respect and dignity in the same fashion that you would like to be treated.
- Be a good listener, enjoy the conversation and participate if you feel so inclined. Please refrain from providing advice on family or personal matters if asked.
- All information about your passenger is confidential.

Never underestimate your role as a volunteer driver. In many cases, you may be the only individual who sees a specific passenger on that day. Understanding this should give you a sense of fulfillment for



Policies and Procedures for Volunteer Drivers

doing your duty as a volunteer driver because you made someone's day special by showing up just for him or her. Moreover, on occasion, you may also observe a change in one of your regular passenger's behavior or condition. If the change in the passenger's behavior or condition concerns you, please notify VTS about the situation so that an appropriate care manager or social worker can be contacted to schedule a home visit.

Report Card

In order to get feedback from the passenger on their experience with Volunteer Transportation Services program, the volunteer driver will give each passenger a Report Card for completion and mailing back to VTS. The driver will add his/her name to the card and the date of the trip before giving the Report Card to the passenger. Favorable comments will be recognized at one of our recognition events. A copy of the ride *Report Card* is included in the appendix.

Passenger Donations and Contributions

Each trip is **at no cost** to the passenger, but there is an expense to providing this transportation service. Donations are accepted to help offset the cost and to provide funds for future operations. In order to give passengers an opportunity to donate, a pre-addressed and stamped envelope can be given to passengers who wish to make a donation.

Volunteer Driver Reimbursement Rate and Procedures

The rate of reimbursement for approved trips is determined by the Centralina Connection Board of Directors. VTS will provide you the current rate per mile for the authorized trip.

If there ever appears to be an emergency, CALL 911.

Mileage reimbursement is based on the following conditions

- Reimbursement begins at the time you leave your home and ends when you arrive home.
- It is your responsibility to ensure that your completed ride is expeditiously updated in the *Assisted Rides* website or if you do not have access to a computer, please report your completed ride to VTS. **Note:** If you attempt to provide a ride and you are unable to perform the ride due to a "no show" or you "turn down" the ride due to an unruly passenger, you still receive credit for the mileage based on the mileage reimbursement conditions above.
- Payments for the approved trips you perform will be done quarterly. You must complete and submit a "Trip Information Log" form and submit to VTS for reimbursement. Payment will be done on a quarterly basis (January 15, April 15, July 15, and October 15).

Volunteer Driver Personal Automobile Insurance:

As a volunteer driver, it is your responsibility to have an active vehicle insurance policy that meets or exceeds the requirements stipulated by the state of North Carolina. The VTS program will provide an umbrella insurance policy in case of an accident or incident while performing volunteer duties; however personal insurance will provide primary coverage.

Volunteer drivers must immediately notify VTS when automobile policy is cancelled. In order to minimize potential litigation against you or the VTS program, each passenger and escort must agree to sign a liability release agreement.



Policies and Procedures for Volunteer Drivers

Escorts

Passengers may require additional assistance, which means having an escort. As previously mentioned, one escort is authorized to accompany the passenger, but the escort must be identified in the VTS system prior to the start of the trip. Therefore, escorts are required to complete an escort form prior to accompanying any passenger on any trip.

The primary responsibility of an escort is to provide special assistance for the passenger to ensure their safety. Duties of an escort include but are not limited to the following:

- Escorting passenger to and from their home and to and from their designated location.
- Lifting and/or positioning passenger in or out of the volunteer driver’s vehicle.
- If needed, accompanying passenger at their designated location.
- Lifting and/or carrying packages, wheelchair, medical equipment, etc., in and out of the passenger’s home, in and out of the volunteer driver’s vehicle, and in and out of the destination location.

Volunteer Driver Packet

Volunteer drivers will be given a packet that should be placed in the glove compartment of the vehicle. The packet contains the listed items below. A brief description as what the Volunteer driver should do with the items in the packet is provided next to the identified item.

- **Report Card** – Please ask the passengers if they are willing to fill out a report card on their transportation experience. If they elect to complete the report card, please place your name, date of travel and the passenger’s name on the card and give to the passengers to complete. Please inform the passengers that once the report card is filled out, that they should place it into the mail.
- **Donation** - Please give each passenger a contribution form along with the Report Card and an envelope. Direct each passenger, if they chose to donate, to place the donation into the postage-paid envelope and return to Centralina Connection. Volunteers should never collect contributions of any kind.
- **Accident / Incident Procedures and Form** – In the event of either an accident or an incident while transporting your passenger/escort, please complete the accident/incident form so that there is record of all the appropriate information. It is highly recommended that you become familiar with the accident/incident procedures so that you have a clear idea of what must be initially done. A police report is required for all accidents.
- **Volunteer ID** – Each volunteer driver will have a Volunteer ID Card to verify identity as well as completion of the certification process.



Driver Name

Volunteer Transportation Services
 525 North Tryon Street
 Charlotte, NC 28202
 VTS Phone:
 1-844-887-7433
 (844-VTS-RIDE)





Policies and Procedures for Volunteer Drivers

Non-Discrimination / Drug Free Statement

Volunteer Transportation Services is committed to respect each eligible passenger. Therefore, there will be no tolerance of any acts of discrimination due to race, sex, culture, age, religion, or disability. There will be no tolerance for the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by either the volunteer or the passenger. Any of these actions are grounds for immediate suspension from the VTS program.

Complaints

If you have any complaints or issues regarding a passenger, a participating agency, or any issue that may require attention, please contact VTS. If there is a complaint concerning VTS, please contact the Mobility Management Director at (704) 348-2705.

If a passenger files a complaint against a volunteer driver, VTS will contact the respective volunteer driver to get their perspective of the situation before any decision is made regarding the complaint. If a passenger complains about another volunteer driver to you, please do not take sides or put down a fellow volunteer. Instruct the passenger to call VTS with concern(s).

Suspension and/or Removal

Suspension and/or removal as a volunteer driver, passenger, and/or escort are serious actions. Grounds for suspension and/or removal can encompass a variety of issues and circumstances, such as falsifying information, blatant disregard for the policies and procedures identified within this handbook, criminal action, and failure to notify the VTS of any important changes to your personal information, for example: failure to notify us of loss of insurance or revocation of driving privileges. Each situation will be evaluated by VTS staff. After an investigation; if appropriate, the appropriate individual will be notified of the decision of suspension or removal from the VTS program.

Policies and Procedures

The Policies and Procedures handbook will be reviewed annually. Waivers, Clarifications and Updates to the VTS Policies and Procedures handbook are outlined below.

A. Waivers

The policies and procedures within this handbook are intended to protect the volunteer drivers, passengers, and escorts. In unique situations, requests for a waiver to the VTS policies and procedures handbook will be on a case by case basis. If a waiver is approved, the appropriate individual or agency will be notified by VTS.

B. Clarifications and Updates

On occasion it may be necessary to provide clarification and/or updates to the policies and procedures handbook. In those situations, an "Alert Letter / E-Mail" will be sent to the intended audience –i.e., volunteer drivers, passengers, escorts or to everyone. **All clarifications and updates will be incorporated into a revised VTS policies and procedures handbook at the annual review.**



Policies and Procedures for Volunteer Drivers

SAFETY PROCEDURES

Accidents / Incidents

If you have an accident while driving, if your passenger experiences an incident prior to arriving at their destination, or if the incident happens at the destination prior to you leaving, **please contact VTS immediately** and follow the instructions in the Accident / Incident Procedures that are located in the appendix. Please ensure you **file the accident / incident report with VTS within 24 hours**.

Sick Passenger

If a passenger becomes sick while being transported, return the passenger back home if he/she desires or go to the nearest clinic or hospital for help or call 911.

Sick Volunteer

While transporting a passenger and you become sick, please get to a safe place, contact VTS, and inform them of the situation. Ensure the passenger knows that VTS has been contacted. It will be the responsibility of VTS to take appropriate action to find another driver, and if necessary to contact the passenger's destination agency to inform them of the delay.

Weather Conditions

Please closely monitor the news during the periods of threatening weather. If national or regional alerts are issued for your locality and based on your assessment, you decide not to provide the ride, please call your scheduled passenger as well as VTS to inform them of your decision. If the passenger still insists on going to their designated location, please inform VTS of their intent. You are not required to perform the ride. VTS will then take the appropriate action to contact the passenger and / or reschedule the ride. If you feel it is safe to proceed with the ride, please keep your radio on in order to hear announcements whenever there are travel advisories issued. If you are en route and conditions worsen, please seek shelter and if possible wait out the situation until it is once again safe to travel back home or to the scheduled destination.

Bottom line: DO NOT TAKE UNNECESSARY RISKS BY DRIVING WHEN CONDITIONS ARE UNSAFE.

Whether in the case of threatening / severe weather conditions, or if you are not feeling well enough to perform your duties, as the volunteer driver, you must determine if the driving conditions are safe or unsafe. To prevent undue stress on the passenger, please remain calm and inform the passenger that you are contacting VTS so that appropriate action can be taken to complete the trip.

Vehicle Breakdown

If you experience a vehicle breakdown, try to maneuver your vehicle to the side of the road out of the lane of traffic, turn on your four way flashers, and deploy triangle reflectors between your vehicle and oncoming traffic. Keep the passenger(s) calm by informing them of the situation, and meet off to the side of the vehicle away from the road. **Open the hood of your car** to signify to local and state law enforcement officials that you need assistance.

Once a law enforcement officer stops to render assistance, inform them that you are a volunteer driver taking a passenger to their designated destination. If you have not yet contacted VTS, please ask the law enforcement officer to contact VTS for you to inform them of the situation. **For alternative transportation outside of regular business hours call 980-422-4515.**



Policies and Procedures for Volunteer Drivers

Seatbelts

You must comply with North Carolina Law requiring everyone in the vehicle to wear a seatbelt.

If you have a cell phone, please contact VTS to inform him or her of your situation to see if there is a possibility of getting another driver to help with the ride.

Vehicle Breakdown Fixed: If you have a vehicle breakdown and contact VTS to alert them, if you subsequently complete the repairs, please contact VTS to let them know of the change in the situation and proceed to your final destination.

Vehicle Breakdown Not Fixed: Please contact VTS and inform him / her of the situation so that alternate transportation can be dispatched. Please stay with your passenger(s) until transportation arrives.

TRAINING

Volunteer Recognition / Training Events

You are encouraged to participate in the regular volunteer recognition / training events. These events are designed not only to give recognition to volunteers, but also to provide training opportunities that you as a volunteer can use to help ensure safe rides for you and your passengers. You will be notified several times throughout the year of a variety of training opportunities provided in various formats (telephone conferencing, YouTube, written literature, or in person). Credit for this training will be documented in your volunteer driver's record maintained by VTS.



VOLUNTEER TRANSPORTATION SERVICES VOLUNTEER DRIVER ENROLLMENT APPLICATION

Centralina Connection Inc.
525 North Tryon Street, 12th floor
Charlotte, NC 28202
1-844-887-7433
centralnavts@centralina.org

Privacy Act Notice: According to Title 5, U.S.C. § 552a (Privacy Act of 1974) as implemented by the Federal Register, 32 CFR Part 505, Volunteer Transportation Services (VTS); Final Rule, protected personal information will not be disclosed from this application to any commercial enterprise or representative thereof or to any individual outside the Volunteer Transportation Services program. This application will be safeguarded IAW paragraph § 505.2, of subject Federal Register. Obsolete copies will be destroyed. Failure to provide requested information will result in program participation denial. Additional information may be added on a separate sheet of paper.

Name (First, Middle, Last and Maiden Name if applicable):	Date of Birth: <input type="checkbox"/> Male <input type="checkbox"/> Female		
Street Address, City and Zip:	Social Security #: (Required for background checks)		
County of Residence:	Race/Ethnicity:		
Email Address:	Primary Phone:		
Emergency Contact:	Relationship:		
Vehicle Make/Model/Year:	License Plate/State:	Auto Insurance Policy Number:	Provider:
Vehicle Size: <input type="checkbox"/> Compact <input type="checkbox"/> Sedan <input type="checkbox"/> SUV/Van/Truck	Level of assistance you are willing to offer: <input type="checkbox"/> Wheelchair* <input type="checkbox"/> Door-to-Door <input type="checkbox"/> Curb-to-Curb *Wheelchairs should be collapsible		
Day Availability (check all that apply): <input type="checkbox"/> Mondays <input type="checkbox"/> Tuesdays <input type="checkbox"/> Wednesdays <input type="checkbox"/> Thursdays <input type="checkbox"/> Fridays <input type="checkbox"/> Saturdays <input type="checkbox"/> Sundays			
Time Availability (check all that apply): <input type="checkbox"/> Mornings <input type="checkbox"/> Afternoons <input type="checkbox"/> Evenings <input type="checkbox"/> Flexible <input type="checkbox"/> Occasional Urgent Trips			

Assurance/Authorization Statements (please initial each statement)

Initial

I will keep in effect automobile insurance as required by the State of North Carolina. My personal insurance will provide primary coverage, and VTS insurance as secondary coverage.	
I understand I must keep passenger information confidential.	
I agree to indemnify and hold harmless Volunteer Transportation Services, its sponsoring organization and all participating organizations, its employees, officers and directors and any and all organizations, agencies or individuals who provide funding to or other assistance or otherwise support the program from any claims, losses and liabilities arising out of or in any way connected with my participation in the Volunteer Transportation Services program.	
I authorize VTS to use a photo of me on my VTS identification badge.	
I authorize VTS to perform initial and periodic background checks and driving record checks.	
I understand I am subject to initial and random drug and alcohol tests.	
I understand VTS will periodically inspect my vehicle to ensure it is in safe condition.	
I have received, read, understand and agree to abide by the VTS Driver Policy Manual.	
I certify that all information provided as part of this application is true and correct to the best of my knowledge.	

Signature of Volunteer:

Date:



Volunteer Transportation Services

Volunteer Driver Information Sheet

Please check one: Driver Passenger

Name: _____ Phone: _____

Email: _____

Current Employer(s):

How do you prefer to be contacted?
 Email
 Phone

Do you want to self-service your driving schedule through scheduling software?
 Yes
 No

Affiliations – With what organizations are you currently a member/participant?
(Examples: AARP, Veterans Administration, VFW, American Legion, etc.)

Volunteer Services – In addition to VTS, what other volunteer organizations do you serve or use?



VTS Program Driver Specifics

- I understand the Volunteer Transportation Services (VTS) is not meant to replace public transportation or replace the trips that passengers are able to obtain on their own.
- I understand the VTS program, based on need and the willingness of the volunteer, can provide curb-to-curb, door-to-door service, and it is the passenger's responsibility to request the type of service needed for a trip when the request is made. Door-to-door service includes passenger assistance between the vehicle and the door of his or her home or other destination but does not require the driver to go inside the destination.
- I recognize that as a volunteer, I represent the Volunteer Transportation Services program. I have an obligation to uphold these codes of conduct; otherwise, I could be dismissed from service.
- I understand it is required that the passenger provide at least a 72 hour (3 day) notice for a trip but the earlier the request, the higher the likely of the trip being accepted by a driver.
- I understand that I am not expected to provide assistance beyond my comfort.
- I understand passengers are allowed one escort, over the age of 18 and registered with VTS, to accompany them.
- I understand that if an escort is unable to accompany a passenger and I do not feel comfortable providing the trip, I will call VTS immediately.
- I understand I am not obligated to take a passenger to any destination other than what is listed on the trip manifest.
- I understand that VTS insurance only covers trips to destinations arranged through VTS.
- I understand that the passenger is responsible for paying any parking or toll fees incurred during the trip.
- I understand that VTS is not responsible for any citations or tickets incurred during a VTS trip.
- I understand that I have an obligation to uphold these codes of conduct. Otherwise, I could face temporary or permanent removal from Volunteer Transportation Services program.

VTS Driver Conduct Requirements

- I will not accept personal tips, or meals paid by the passenger and/or escort.
- I will drive safely, adhere to all traffic laws and always wear my seatbelt.
- I will not make derogatory or discriminatory remarks.
- I will not sexually harass or have any inappropriate contact with any VTS passenger or escort.

- I will not use alcoholic beverages or mood altering drugs while serving as a volunteer driver.
- I will refrain from smoking while transporting passengers/escorts.
- I will also refrain from wearing perfumes/colognes to ensure an allergen free trip for the passengers.
- I will refrain from using a cell phone or hands free devices while driving.
- I will be punctual in the performance of my duties.
- I will keep passenger/escort information confidential.
- I agree to keep my vehicle clean, inspected and in good working condition.
- I agree to inform VTS of any changes to my vehicle, insurance, or driving ability.
- I will conduct myself in a professional courteous manner, be friendly, and understanding.
- I will notify VTS of any potential conflict of interest.
- I will refrain from any endorsements or selling of any products of any kind.

VTS Driver Conduct Policy

- If you are a “no-show” for a trip, you will receive a written warning. After the 2nd “no-show”, your participation in VTS will be suspended for 30 days. Upon the 3rd “no-show”, your participation as a driver with VTS will be permanently terminated.
- VTS has a Zero Tolerance Policy for drug and alcohol use prior to or during a VTS trip. If you are found to be under the influence of any substance, or using any substance during a trip, your participation as a VTS driver will be permanently terminated immediately.
- If there is any misconduct during a trip with regards to inappropriate behavior towards the passenger or escort, your participation as a VTS driver will be suspended pending an investigation of the incident. If inappropriate behavior is found to have occurred, your participation as a VTS driver will be permanently terminated.

VTS Driver Rights

- Drivers have a right to privacy. Your personal information is not given or sold to anyone who is not directly affiliated with VTS.
- Drivers have a right to refuse a trip due to passenger or escort misconduct.
- Drivers have a right to file a complaint by contacting VTS.
- Drivers have the right to refuse a trip if the driver feels uncomfortable providing the scheduled trip by immediately calling VTS.
- Drivers have the right to deny a trip assigned to them by removing themselves as the driver in Assisted Rides.

1. Please sign and return this page (page 3) to VTS.
2. Please keep pages 1 & 2 for your records.

I have received, read, and understand the VTS Driver Policy Manual.
I agree to abide by the VTS Driver Program and Conduct Requirements.

Printed Name of Driver

Signature of Driver

Date

For VTS Office Use Only:

Received By:
Date Received:



Medical Examination Report for Determination of Volunteer Driver Fitness

DRIVER'S INFORMATION This section to be completed by driver.				
Driver's Name (Last, First, Middle)	Exam date: (MM/DD/YY)	Birth date: (MM/DD/YY)	Age:	Sex: <input type="checkbox"/> M <input type="checkbox"/> F
Address (Street Address, city, state, zip code)				
Home/Cell Tel.:		Work/Office Tel.:		

HEALTH HISTORY This section to be completed by driver and reviewed by medical examiner.					
Yes	No		Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Any illness or injury in the last five years	<input type="checkbox"/>	<input type="checkbox"/>	Digestive problems
<input type="checkbox"/>	<input type="checkbox"/>	Head/brain injuries, disorders or illnesses	<input type="checkbox"/>	<input type="checkbox"/>	Diabetes or elevated blood sugar controlled by:
<input type="checkbox"/>	<input type="checkbox"/>	Seizures, epilepsy <input type="checkbox"/> Medication _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> diet <input type="checkbox"/> pills <input type="checkbox"/> insulin
<input type="checkbox"/>	<input type="checkbox"/>	Eye disorders or impaired vision (except corrective lenses)	<input type="checkbox"/>	<input type="checkbox"/>	Nervous or psychiatric disorders, e.g., severe depression
<input type="checkbox"/>	<input type="checkbox"/>	Ear disorders, loss of hearing or balance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Medication _____
<input type="checkbox"/>	<input type="checkbox"/>	Heart disease or heart attack, other cardiovascular condition <input type="checkbox"/> Medication _____	<input type="checkbox"/>	<input type="checkbox"/>	Loss of, or altered consciousness
<input type="checkbox"/>	<input type="checkbox"/>	Heart surgery (valve replacement, bypass, angioplasty, pacemaker)	<input type="checkbox"/>	<input type="checkbox"/>	Fainting, dizziness
<input type="checkbox"/>	<input type="checkbox"/>	High blood pressure <input type="checkbox"/> Medication _____	<input type="checkbox"/>	<input type="checkbox"/>	Sleep disorders, pauses in breathing while asleep, loud snoring
<input type="checkbox"/>	<input type="checkbox"/>	Muscular disease	<input type="checkbox"/>	<input type="checkbox"/>	Stroke or paralysis
<input type="checkbox"/>	<input type="checkbox"/>	Shortness of breath	<input type="checkbox"/>	<input type="checkbox"/>	Missing or impaired hand, arm, foot, leg, finger, toe
<input type="checkbox"/>	<input type="checkbox"/>	Lung disease, emphysema, chronic bronchitis	<input type="checkbox"/>	<input type="checkbox"/>	Spinal injury or disease
<input type="checkbox"/>	<input type="checkbox"/>	Kidney disease, dialysis	<input type="checkbox"/>	<input type="checkbox"/>	Chronic low back pain
<input type="checkbox"/>	<input type="checkbox"/>	Liver disease	<input type="checkbox"/>	<input type="checkbox"/>	Regular or frequent alcohol use
					Narcotic or habit forming drug use

For any YES answer, indicate onset date, diagnosis, treating physician's name and address, and any current limitations. List all medications (including over the counter/non-prescription medications) used regularly or recently.

I certify that the above information is complete and true. I understand that inaccurate, false information may invalidate the examination and my Medical Examiner's Certificate.

All information on this form will be maintained in a confidential manner and used only for VTS program purposes.

Driver's Signature _____ Date _____

Please have your Medical Examiner complete the back of this form.

VTS Medical Examination Report for Determination of Volunteer Driver Fitness (page 2)

PHYSICIAN'S RESPONSE This section to be completed by medical examiner.

Comments on Health History - The medical examiner shall review and discuss with the driver any "yes" answers of the Driver's Health History, including any potential hazards of medications, including over-the-counter medications, while driving, and document the discussion below.

Driver Activities

The following activities are required of the Volunteer Driver. For each activity, indicate any health or safety concern or recommendation you may have by checking the box and providing explanation. If none, leave blank. Please use the additional blank spaces for any other activity concerns anticipated.

	Concern?	
• Walking	<input type="checkbox"/>	_____
• Driving a personal vehicle	<input type="checkbox"/>	_____
• Assisting passengers into and out of vehicle	<input type="checkbox"/>	_____
• Driving trips greater than ½ hour duration	<input type="checkbox"/>	_____
• Driving at night	<input type="checkbox"/>	_____
• Communicating verbally with passengers	<input type="checkbox"/>	_____
• _____	<input type="checkbox"/>	_____
• _____	<input type="checkbox"/>	_____
• _____	<input type="checkbox"/>	_____

- After review of the applicant's Health History and consideration of the Driver Activities described above, as the medical examiner, I submit that the applicant **can** safely and effectively serve as a VTS volunteer driver.
- After review of the applicant's Health History and consideration of the Driver Activities described above, as the medical examiner, I submit that the applicant **cannot** safely and effectively serve as a VTS volunteer driver.

I certify that the information I have provided above completely and accurately reflects my professional opinion.

All information on this form will be maintained in a confidential manner and used only for VTS program purposes.

Physician's Name (printed) _____

Physician's Signature _____ Date _____

Physician's phone _____



Volunteer Transportation Services

Step-By-Step Volunteer Driver Actions When Providing a Ride

Each and every trip you make as a volunteer driver for VTS provides a valuable service to someone. But what is of greatest value is the safety, security and comfort of everyone involved. This includes not only the passenger(s), but you the driver and others on the road. As the volunteer driver, you are accountable for each person's safety and well-being during the trip. VTS also places importance on the continued value and good condition of the vehicle you use to provide service. The following steps have been formulated with the protection and benefit of everyone mind. It is your responsibility to follow each step described below.

A. Pre-trip actions

Conduct the following steps prior to every trip:

1. Perform a walk around inspection of your vehicle. Check tires and look for any visible sign of leaks. Make sure no objects are obstructing the vehicle before putting it into motion.
2. Check fluid levels (i.e., oil, coolant level, windshield fluid, brake fluid, power steering, etc.). Check to ensure you have performed periodic preventative maintenance as outlined in your owner's manual. Generally, maintenance is performed every 3,000 to 5,000 miles.
3. Confirm that each of your mirrors, wipers, turn signals, lights, and seatbelts are functional.
4. Ensure the interior of your vehicle is clean and free of debris.
5. Check the brakes to see that they are working properly. Do so by pressing your brakes and checking to see that there is clearance between the brake pedal and the floorboard. They should not go to the floorboard.
6. Ensure you have the Volunteer Driver Manual.
7. Enter the initial trip data in the trip information log.

Also: It is recommended that you have in your vehicle towels, tissues, plastic gloves and a small wastebasket.

B. On the trip

When picking up the passenger and during the trip:

1. Greet the passenger kindly and introduce yourself, making sure they know you are the designated VTS volunteer for their trip. Be sure that they see your VTS identification badge.
2. Open the door for passengers and ensure they are completely inside before closing the door.
3. Confirm the desired destination with the passenger and explain the general route you are using to take them there.
4. Ensure that all passengers have seatbelts on before putting the car into gear.
5. Always use signals when turning.
6. Keep a safe distance between vehicles.
7. Follow all applicable driving laws and safety measures.
8. Confirm that the passenger knows where they have arrived.

9. Give the passenger the Report Card, Consumer Contribution information and postage-paid envelope.
10. Place car in park and turn off the engine before opening doors for passengers.
11. Ensure the passenger is safely at their destination before leaving the site.

C. Post trip actions

Immediately after your trip, always do the following:

1. Perform a walk around inspection of your vehicle. Check tires and look for any visible sign of leaks. Make sure no damage has occurred during the trip.
2. Ensure that the Volunteer Driver Manual is in the vehicle.
3. Complete the trip information log to be submitted quarterly.

Volunteer Transportation Services



Volunteer Transportation Accident & Incident Packet

2015

Volunteer Transportation Services Accident / Incident Procedures:

- Call 911/ or have someone else make the call, even for a minor incident.
- Do not leave the scene if involved in an accident / incident.
- Remain calm.
- Try to ensure the safety of all involved.
- Do not move an injured individual until emergency personnel arrive unless further injury is possible.
- Identify witnesses.
- If possible, take pictures.
- Do not discuss liability.
- Exchange insurance information.
- Obtain a copy of the police / incident report / report number if applicable.
- Call immediately to inform the Volunteer Transportation Services Coordinator of the situation, and if you are still able to proceed with your transportation. If not, please ask the Volunteer Transportation Services Coordinator to arrange follow-up transportation for the passenger(s).

Contact Numbers

During regular business hours: (844) 887-7433 (844-VTS-RIDE)

After hours: (980) 422-4515

File a written accident / incident report within 24-hours.

Accidents / Incidents

If you have an accident while driving, if your passenger experiences an incident prior to arriving at their destination or if the incident happens at the destination prior to you leaving, please follow the instructions on the Accident / Incident forms that are included in this packet.

Additionally, please ensure you file the accident / incident report within 48 hours by mailing the attached forms to:

**Volunteer Transportation Services
525 North Tryon Street, 12th Floor
Charlotte, NC 28202
Attention: Volunteer Transportation Services**



Volunteer Transportation Services Volunteer Driver Accident / Incident Report

1. Volunteer Driver's Name _____

2. Date of Accident / Incident: _____

3. Time of Accident / Incident: _____

4. Place of Accident / Incident: _____

5. Name of those Involved:

(1) _____

(2) _____

(3) _____

Others on reverse side of form (circle one): **Yes** **No**

6. Address of those involved:

(1) _____

(2) _____

(3) _____

Other information on reverse side of form (circle one): **Yes** **No**

7. Phone numbers of those involved:

(1) _____

(2) _____

(3) _____

Other information on reverse side of form (circle one): **Yes** **No**

8. Name & Phone Number of Witnesses to Incident / accident:

Phone: _____

Phone: _____

Phone: _____

Other information on reverse side of form (circle one): **Yes** **No**

9. Describe how the accident occurred, the nature of the injury, and the activity you were engaged in at the time of the accident: _____

Other information on reverse side of form (circle one): **Yes** **No**

10. Volunteer Driver Signature: _____ **Date:** _____

Please fill out this form and submit to Volunteer Transportation Services within 24 hours.

Volunteer Transportation Services Accident / Incident Report [Additional Information]

5. Name of those Involved:

(4) _____
(5) _____
(6) _____

6. Address of those involved:

(4) _____
(5) _____
(6) _____

7. Phone numbers of those involved:

(4) _____
(5) _____
(6) _____

8. Name & Phone Number of Witnesses to Incident / accident:

Phone: _____
Phone: _____
Phone: _____

9. Describe in further detail how the accident occurred, the nature of the injury, and the activity you were engaged in at the time of the accident: _____





Your Contributions Help!

We hope that you benefit from this new transportation option. VTS is asking you to consider making a consumer contribution to the organization. While there is no fee charged to the VTS passengers, there are costs associated with operating Volunteer Transportation Services in the community. We would like to be able to offer this service to as many people as possible. One way we can expand programming is through voluntary consumer contributions.

If you would like to make a contribution to Volunteer Transportation Services, please mail your contribution to Centralina Connection in the attached envelope. Return this letter with your donation to receive a receipt. Make checks payable to Centralina Connection. We will not share your information with outside agencies. Please do not give this envelope to your volunteer driver as they are unable to handle any contributions. If you have any questions, please call 844-887-7433 (844-VTS-RIDE) or centralinavts@centralina.org.

Thank you for your support!

Yes! I would like to make a donation to Centralina Connection to support Volunteer Transportation Services!

Name: _____

Address: _____

Phone Number: _____

Amount Enclosed: _____



525 North Tryon Street, 12th Floor
Charlotte, NC 28202

Volunteer Transportation Services (VTS) is operated by Centralina Connection, a non-profit organization (501(c)(3). VTS was created in 2013 to fill the transportation gap for adults with permanent or temporary disabilities, veterans, and individuals 50 and older, in order to enhance their quality of life by providing access to daily life activities.



VTS Report Card

Your feedback is important to us! How did we do? Please take a moment to complete this VTS report card. This is a valuable way for us to gather information about what we do well and how we can improve to make the service better.

When you complete the report card you can return it via mail in the self-addressed, postage paid envelope provided by your volunteer driver. If you chose to make a contribution you may send the report card and the contribution in the same envelope. Contributions are completely voluntary. See additional information about consumer contributions on the reverse side. Even if you do not make a contribution today, please help us further our mission by taking the time to complete the VTS Report Card and mailing in your thoughts.

Thank you for your feedback!

If you have any questions, contact VTS at 844-887-7433 or centralnavts@centralina.org.



VTS Report Card

Please circle your response.

How was the volunteer driver's customer service?			
Poor	Fair	Good	Excellent
What was the cleanliness of the vehicle?			
Poor	Fair	Good	Excellent
Did the volunteer driver make you feel safe?			
		Yes	No
Were you picked up within 15 minutes of the scheduled pickup time?			
		Yes	No
Overall grade for the VTS Program?			
Poor	Fair	Good	Excellent

Passenger Name:
Date of Travel:
Volunteer Driver's Name:

Comments:

Volunteer drivers and the livery exclusion on personal auto policies

Updated: March 14, 2014

Summary

If a nonprofit organization engages volunteers to transport clients in the volunteers' personal vehicles, and the volunteers are reimbursed for the expense of providing that service, might those volunteers be putting their personal automobile liability insurance in jeopardy? Might their policies be cancelled, premiums increased or claims denied, just because they receive some compensation for using their vehicles to help the nonprofit provide transportation services?

At this point, there seems to be no evidence that an insurer has taken, or plans to take, such adverse action. However, nonprofits operating volunteer-based transportation programs should be aware of the insurance industry's response to the rise of "car-sharing" and "ride-sharing" programs, and take care to maintain a clear separation between their own models for driver compensation and the models used by car-sharing and ride-sharing organizations. They can do so by making sure volunteers are reimbursed only for their expenses, and not to the degree where volunteers would realize a profit from their service.

The information that follows is intended as guidance, and should not be construed as a definitive answer to the questions in the first paragraph.

What does the personal auto policy say?

The Insurance Services Office (ISO) standard form excludes "an insured's liability arising out of the ownership or operation of a vehicle being used as a public or livery conveyance." The intent is to prevent a private vehicle from being operated as a taxi. The standard form goes on to say that "share-the-expense carpools" are not considered public or livery conveyances, but it is silent on the use of vehicles by volunteers who are reimbursed all or part of their expenses.

Insurance companies that write personal auto policies may use the standard ISO form, or they may "manuscript" their own policies, using part or none of the ISO form. Underwriters craft their policies to address foreseeable risk exposures, and yet claims departments for those companies are called upon every day to interpret policies based on the specific facts of a specific claim.

CIMA, which represents most major insurance companies that write personal auto policies through agents, has approached several underwriters with the question of whether or not a customer's coverage might be jeopardized if that person serves as a volunteer, transporting clients for a nonprofit organization, and receives compensation in any form.



Coverage for good.®

Underwriters are reluctant to give a definitive answer because, again, coverage determinations often depend on specific facts in a claim situation. But an underwriter from one major personal auto insurance carrier did venture to say that a claim would be covered unless the compensation the volunteer had been receiving “exceeded normal reimbursement of expenses, including wear and tear on the auto.”

We also asked Jim Levendusky, manager of Insurance Solutions Underwriting for Verisk Analytics, the parent company of Insurance Services Office, whether he knows of any insurance companies that are contemplating adverse actions of any kind against volunteer drivers who are reimbursed for their basic expenses, whether that reimbursement is by passengers or by the nonprofit organization for which the volunteer drives. He said he does not.

Car-sharing and ride-sharing are different from volunteer-based transportation programs.

Mr. Levendusky recently wrote an article on the Verisk Website, about the changes in insurance coverage that are resulting from the growing popularity of “car-sharing” programs such as FlightCar, GetAround and RelayRides, and “ride-sharing” programs such as Lyft, Uber, SideCar, eRideShare and Ridester. ISO has issued an “endorsement” (modification) for its personal auto policy, excluding coverage for vehicle-sharing arrangements. Meanwhile, insurance companies and state and local governments are grappling with liability issues that fall between the scope of commercial auto policies and that of personal auto policies. Programbusiness.com has addressed this limbo-type situation in a recent article.

In car-sharing, an individual rents his or her vehicle to another driver for a few hours, days or weeks. The car-sharing company acts as a broker. Ride-sharing companies, by contrast, use Web portals to act as brokers between those who need rides and those who are willing to provide them in their private vehicles.

Mr. Levendusky told CIMA that to the best of his knowledge (and not speaking officially for ISO or Verisk Analytics), insurance companies do distinguish between these new transportation options and volunteer-based transportation programs. With car-sharing or ride-sharing, the vehicle owner seeks to make a profit. As long as volunteer drivers’ compensation – whether provided by passengers or by the nonprofit organization – is reimbursement of expenses and not profit above those expenses, insurance companies do not put volunteer drivers in the same risk category where they are beginning to put vehicle owners who participate in car-sharing or ride-sharing.

The California Public Utilities Commission, in a 2013 ruling on regulations and insurance requirements for ride-sharing programs (for which it uses the generic term Transportation Network Companies), also recognized the difference between TNC’s and volunteer-based programs. The rules exempt nonprofit organizations from the requirements.

Conclusion



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There continues to be no evidence that volunteers are putting their personal auto liability insurance in jeopardy by serving as drivers in volunteer-based transportation programs, and receiving compensation that reimburses their expenses. Insurance companies that write personal auto policies distinguish between those customers, and customers who participate in car-sharing or ride-sharing programs. The National Conference of State Legislatures performed an exhaustive study that found no evidence of adverse action by insurance companies against customers who serve as volunteer drivers. CIMA has surveyed underwriters at the insurance companies we represent that write personal auto insurance, and also have found no such evidence – despite the fact that insurance agents sometimes warn their customers not to serve as volunteer drivers, and despite the fact that a few states have enacted laws preventing insurance companies from taking adverse action against volunteer drivers.

Contact: William Henry, CIMA Volunteers Insurance, whenry@cimaworld.com, 800.222.8920

**CONTRACT FOR SERVICES PROVIDED FOR
UNDER ELDERLY AND DISABLED INDIVIDUALS
TRANSPORTATION PROGRAM
(FTA Section 5310)**

THIS AGREEMENT, entered into as of this ____ day of _____, by and between _____ (hereinafter referred to as the "Agency") and the Centralina Council of Governments (hereinafter referred to as the "Council");

WITNESSETH THAT:

WHEREAS, the Council requested that the Agency provide certain volunteer transportation services in connection with activities financed in part by grant funds provided to the Council from the Federal Transit Administration through the North Carolina Department of Transportation;

NOW THEREFORE, in consideration of the premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **Employment of the Agency.** The Council hereby engages the Agency and the Agency hereby agrees, to perform the services described herein in accordance with the following terms and conditions:

2. **Scope of Services.** The Agency shall provide volunteer transportation services to older adults, persons with disabilities and veterans residing in Anson, Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly or Union Counties. All services are to be performed in accordance with the Agency's Scope of work dated July 1, 2016 and submitted to the Council, the terms of which are incorporated herein by reference, and in full compliance with all applicable NCDOT and FTA regulations-under the FTA Section 5310 program.

3. **Time of Performance.** The services of the Agency are to commence no earlier than July 1, 2016 and shall be undertaken and pursued in such sequence as to assure their expeditious completion on or before June 30, 2017.

4. **Compensation and Method of Payment.** The Agency shall be compensated for the work and services actually performed under this contract by quarterly payments, which shall not exceed the annual budget as defined in Appendix A of this subcontract. The request for reimbursement may only include purchases in compliance with the FTA Section 5310 grant. The Scope of Services for FY16 is outlined in Appendix B. Payment to the Agency is contingent upon a continuing grant authorization to the Council from the NCDOT for such services and the receipt of funds therefore.
5. **Reimbursement of Service Costs.** The Agency will report monthly to the Area Agency on Aging, in the form specified by the Area Agency, detailing allowable expenditures to be reimbursed under this contract.
6. **Collection of Non-Federal Matching Resources.** There is no matching requirement for the Agency for this service.
7. **Approval of Subcontract or Assignability.** The Agency shall not assign all or any portion of its interest in this contract. Any purchase of services with FTA 5310 funds shall be carried out in accordance with the procurement and contracting policy of the Agency or, where applicable, the Council, which does not conflict with procurement and contracting requirements stipulated by the NCDOT or FTA.
8. **Review and Coordination.** To ensure adequate review and evaluation of the work, and proper coordination among interested parties, the Council shall be kept fully informed concerning the progress of the work and services to be performed hereunder. Council's staff will conduct scheduled on-site assessments and may also make unannounced visits for the purpose of evaluating the Agency's work.
9. **Accounting.** The Agency shall maintain complete accounting records sufficient to document receipts and expenditures of state grant funds under this agreement. All accounting records should be maintained in accordance with the North Carolina Local Government Budget and Fiscal Control Act and NCDOT requirements.
10. **Inspections.** Authorized representatives of the Council and the North Carolina Department of Transportation may at any reasonable time review and inspect the program activities and data collected pursuant to this contract. All reports and computations prepared by or for the Agency shall be made available to authorized representatives of the Council and the North Carolina Department of Transportation for inspection and review at any

reasonable times in the Agency's office. Approval and acceptance of such material shall not relieve the Agency of its professional obligation to correct, at its expense, any errors found in the work.

11. **Maintenance of Records.** The Agency shall maintain all financial and program records for a period of five (5) years from the date of final payment under this contract, for inspection by the Council, the North Carolina Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim, negotiation, audit or other action involving the Agency's records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.

12. **Compliance with Requirements of the Council, Federal Transit Administration, and North Carolina Division of Department of Transportation.** The Agency agrees that it is fully cognizant of the rules and regulations promulgated pursuant to Section 5310 of the Federal Transit Administration and that all services will be performed in strict compliance with such existing regulations and any such regulations validly promulgated subsequent to the execution of this agreement. The Agency shall be bound by the applicable terms and conditions of the Notification of Grant Award executed by the Council and the NCDOT Said Notification of Grant Award is on file in the office of the Council, and is hereby made a part of this agreement as fully as if the same were attached hereto.

13. **Data to be Furnished to the Agency.** All information which is existing, readily available to the Council without cost and reasonably necessary, as determined by the Council's staff, for the performance of this contract by the Agency shall be furnished to the Agency without charge by the Council. The Council, its agents and employees, shall fully cooperate with the Agency in the performance of the Agency's obligations under this contract.

14. **Rights in Documents, Materials and Data Produced.** Agency agrees that at the discretion of the Council, all reports and other data prepared by or for it under the terms of this contract shall be delivered to, become and remain, the property of the Council upon termination or completion of the work. Both the Council and the Agency shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this contract, "data" includes sound recordings, or other graphic and electronic representations, and works of similar nature. No reports or other documents

produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Agency.

15. **Identification of Document.** All reports, and other documents completed as part of this contract shall bear on title pages of such report, or document, the following legend:

"Prepared by (Agency Name) under contract with Centralina Council of Governments". The date (month and year) in which the document was prepared and source of grant funds shall also be shown.

16. **Interest of Members of the Council and Others.** No officer, member or employee of the Council, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this contract which may affect his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this contract or the proceeds arising there from.

17. **Officials Not to Benefit.** No member of or delegate to the Congress of the United States of America or the General Assembly of the State of North Carolina, resident Commissioner or employee of the United States Government or the North Carolina State Government, shall be entitled to any share or part of this contract or any benefits to arise here from.

18. **Prohibition Against Use of Funds to influence Legislation.** No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the Agency to engage in any activity designed to influence legislation or appropriations pending before Congress.

19. **Certification Regarding Nondiscrimination.** The Agency certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as

amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92- 255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Agency shall make no distinction because of race, color, handicap, religion, sex or national origin in providing to eligible individuals any services or other benefits under projects financed in whole or in part with funds provided under this contract. (This provision excludes age since these funds are allocated to serve only older persons by design and by law.) The Agency shall comply, and assures compliance by any contractor or subgrantee receiving funds through this Agreement, with the Americans with Disabilities Act of 1990, and with requirements contained in applicable federal regulations, guidelines and rules to ensure a policy of nondiscrimination for service recipients, employees and applicants for employment. The Agency agrees to comply with such guidelines as the Council or the North Carolina Division of Aging and Adult Services may issue to implement the requirements of this paragraph.

20. **Audit and Audit/Assessment Resolutions and Disallowed Costs.** The Agency agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Department of Transportation Audit Guide for Services and Federal Office of Budget and Management (OMB) Circular A-122.

If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Circular A-122 and the NC Single Audit Implementation Act of 1987. Non-government agencies must comply with GS 143C-6-23 as outlined in the chart below.

NON PROFIT ONLY

Required State Grants Reporting

\$1 - \$24,999	\$25,000 - \$499,999	\$500,000+ in State Funds AND Federal	\$500,000+ in State finds AND \$500,000	Less than \$500,000 in State funds AND
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		pass through funds in an amount less than \$500,000	in Federal Pass through funds	\$500,000 in Federal pass thru funds
Certification Form	Certification Form	Certification Form	Certification Form	Certification Form
Brief accounting and program activities and accomplishments	More detailed accounting (schedule of receipts and expenditures)	Audit and Schedule of Awards (usually included in audit)	Audit and Schedule of Awards (usually included in audit)	Audit and Schedule of Awards (usually included in audit)
State Grants Compliance Reporting: <=\$25,000	State Grants Compliance Reporting: >=\$25,000			
N/A	Schedule of Grantee Receipts >\$25,000 or more and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/ GAS	Schedule of Grantee Receipts >\$25,000 or more and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/ GAS	Schedule of Grantee Receipts >\$25,000 or more and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/ GAS	Schedule of Grantee Receipts >\$25,000 or more and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/ GAS
Due within six (6) months of entity's fiscal year to Centralina	Due within six (6) months of entity's fiscal year to Centralina	Due within nine (9) months of entity's fiscal year to Centralina and Office of the State Auditor	Due within nine (9) months of entity's fiscal year to Centralina and Office of the State Auditor	Due within nine (9) months of entity's fiscal year to Centralina and Office of the State Auditor
N/A	Separate program activities and accomplishments	Program activities and accomplishments	Program activities and accomplishments	Program activities and accomplishments
Funds Not Allowed for Cost of Audit	Funds Not Allowed for Cost of Audit	May use State Funds for Cost of Audit but NOT Federal Funds	May use State AND Federal Funds for Cost of Audit	May use Federal Funds for Cost of Audit but NOT State Funds

Information on audit and fiscal reporting requirements can be found at <http://www.ncauditor.net/webproject/default.asp?nonprofit>. Particular attention should be given to:

- Memorandum NGO-1: "Grantee Receipt and Expenditure Reports"
- Memorandum NGO-2: "Grantee Audit Reports"
- Memorandum NGO-3: "Questions and Answers"

It is further understood that the Agency is responsible to the Council for clarifying any audit exceptions that may arise from any assessment, Agency single or financial audit, or audits conducted by the State or Federal Governments. In the event the Council or the North Carolina Department of Transportation disallows any expenditure of grant funds made by the Agency for any reason, the Agency shall promptly reimburse such funds to

the Council. The Council may also withhold future payments under this or any other contract with the Agency until the audit exceptions are cleared.

21. **Indemnity.** To the extent permitted by law, the Agency agrees to indemnify and save harmless the Council, its agents and employees from and against any and all loss, cost, damages, expense and liability caused by the failure of the Agency to fully perform its obligation under this agreement and in accordance with its terms.

22. **Changes.** The Council may require changes in the work and services which the Agency is to perform hereunder. Such changes, including any increase or decrease in the amount of the Agency's compensation, which are mutually agreed upon by and between the Council and the Agency, shall be incorporated in written amendments to this contract.

23. **Termination of Contract for Cause.** If through any cause, the Agency shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Agency has or shall violate any of the covenants, agreements, representations or stipulations of this contract, the Council shall therefore have the right to terminate this contract by giving written notice to the Agency of such termination and specifying the effective date thereof. In such event, all finished documents and other materials collected or produced under this contract shall at the option of the Council, become its property. The Agency shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this contract, except to the extent such work must be duplicated in order to complete the contract. Notwithstanding the foregoing, the Agency shall not be relieved of liability to the Council for damages sustained by the Council by virtue of any breach of this contract by the Agency and the Council may withhold payment of any additional sums as security for payment of damages caused by the Agency's breach, until such time as the exact amount of the damages resulting from such breach is determined.

24. **Termination for Convenience.** The Council may terminate this contract for the convenience of the Council at any time by giving written notice to the Agency of such termination and specifying the date thereof, no fewer than fifteen (15) days prior to the effective date of such termination. In that event, all finished or unfinished documents and other materials produced or collected shall, at the option of the Council, become the property of the Council. If this contract is terminated by the Council as provided in this paragraph, the Agency will be paid the grant reimbursement percentage, described in paragraph 5, of the actual allowable expenses that have been incurred by the Agency

prior to the effective date of such termination, less payments of compensation previously made by the Council. Provided, however, if this contract is terminated because of default by the Agency the provisions of paragraph 24 hereof shall prevail.

25. **E-Verify Compliance.** The contractor agrees that if it enters into any subcontracts in order to perform any of its obligations under this contract, it will require that the contractors and its sub-contractors comply with the requirements of NCGS Article 2 of Chapter 64. The words contractors, subcontractors pertaining to E-Verify compliance shall have the meaning intended by NCGS 160A-20.1.

26. **Applicable Law.** This contract is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its designated officials pursuant to specific resolutions of their respective governing bodies or boards, as of the day and year first above written.

IN WITNESS WHEREOF, the parties have affixed their signatures on the day and year first written above written.

Chairman
Centralina Council of Governments

Chairman
TBD 501(c)(3)

“This instrument has been pre-audited in the manner required by the North Carolina Local Government Finance Act.”

Marsha Sutton, CCOG Finance Officer

FEDERAL AND STATE REQUIREMENTS
AND SPECIAL CONDITIONS
for
OPERATIONS and MANAGEMENT CONTRACTS

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 (21), dated October 1, 2014; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R part 1201, dated December 19, 2014, will supersede and apply in lieu of U.S. DOT's common grant rules, 49 C.F.R. parts 18 and 19, State and Local Governments and Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and any subsequent amendments or revisions thereto.

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

2. Federal Changes

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

FTA's new authorizing legislation, MAP-21 made significant changes to FTA's public transportation programs.

(1) MAP-21 requirements apply to:

- a. New grants and cooperative agreements for which FTA awarded FY 2013 or a later fiscal year funds appropriated or made available to carry out MAP-21 programs,
- b. Amendments to existing grants and cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs, and
- c. All "recoveries" funds FTA awards, irrespective of the fiscal year for which those funds were appropriated,

(2) Fiscal Year 2012 and previous fiscal year funding requirements apply as follows:

- a. In some instances, as determined by FTA, previous program requirements apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds, but
- b. In other instances, as determined by FTA, MAP-21 program requirements (including MAP-21 "cross-cutting requirements" identified in section 49 of this Master Agreement) apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds.

3. Notification of Federal Participation

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

4. Definitions

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

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

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

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

5. Conflict of Interest

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

6. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

7. Civil Rights

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

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

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

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

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

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

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

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

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

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

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

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

(7) **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**.

9. Clean Air Act

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C.

§§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

10. Clean Water

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

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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. Energy Conservation

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

13. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air

travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. Recycled Products

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

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

These items include, but may not be limited too:

Paper and paper products, excluding building and construction paper grades.

Vehicular products:

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tires.
- (c) Reclaimed engine coolants, excluding coolants used in non- vehicular applications.
- (d) Rebuilt vehicular parts.

Transportation products:

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

Miscellaneous products:

- (a) Pallets containing recovered wood, plastic, or paperboard.
- (b) Sorbents containing recovered materials for use in oil and solvent clean-ups and as animal bedding.
- (c) Industrial drums containing recovered steel, plastic, or paper.
- (d) Awards and plaques containing recovered glass, wood, paper, or plastic.
- (e) Mats containing recovered rubber and/or plastic.
- (f) (1) Non-road signs containing recovered plastic or aluminum and road signs containing recovered aluminum.

- (2) Sign supports and posts containing recovered plastic or steel.
- (g) Manual-grade strapping containing recovered steel or plastic.
- (h) Bike racks containing recovered steel or plastic.
- (i) Blasting grit containing recovered steel, coal and metal slag, bottom ash, glass, plastic, fused alumina oxide, or walnut shells.

Park and recreation products:

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.
- (c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.
- (d) Playground equipment containing recovered plastic, steel, or aluminum.

Landscaping products:

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, grass clippings, and/ or food waste for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.
- (e) Plastic lumber landscaping timbers and posts containing recovered materials.

Non-paper office products:

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

15. Debarment and Suspensions

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

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

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

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

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

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

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

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

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

16. Termination or Cancellation of Contract

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

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

The Owner may terminate this contract in whole or in part, for the Owner's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all equipment (property of Owner), data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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

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

17. Breach of Contract

If the Contractor does not deliver the required services or 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 only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

If 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.

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

If a legal matter as described above emerges, the Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or FTA Regional Counsel for the Region in which the Recipient is located and the NCDOT.

18. Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the

date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

19. Protest Procedures

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

20. No Federal Government Obligations to Third Parties

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

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

21. False or Fraudulent Statements or Claims

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, upon execution of the underlying contract or agreement 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 a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

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

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

22. Record Retention and Access to Records and Reports

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

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 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 five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the

FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

23. Privacy

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

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

24. Contract Work Hours and Safety Standards Act

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

Clause Language:

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and 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 and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

25. Transit Employee Protective Agreements

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.) These provisions are applicable to all contracts and subcontracts at every tier.

Transit Employee Protective Provisions.

(1) The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection of the Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; or Projects for the over-the-road bus accessibility program authorized by section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. Separate requirements for those Projects are set forth in Subsections (b), (c), and (d), respectively, below. *[Amendments to U.S. DOL*

guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]

(b) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority subrecipient participating a Project authorized by 49 U.S.C. § 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions, if any, are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification, to the extent that certification is required. Any U.S. DOL certification that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(c) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(d) Employee Protective Arrangements for Projects Financed by the Over-the-Road Bus Accessibility Program. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Over-the-Road Bus Accessibility Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

26. Project Labor Agreements (formerly Neutrality in Labor Relations)

As a condition of contract award, the Owner may require a third party contractor or subcontractor to have an affiliation with a labor organization such as a project labor agreement, consistent with Executive Order No. 13502, "Use of Project Labor

Agreements [PLA] for Federal Construction Projects,” February 6, 2009, 41 U.S.C. ch. 39, Refs & Annos., except as the Federal Government determines otherwise in writing.

27. Federal Motor Carrier Safety Administration

The Contractor and its subcontractors, lessees or third party contractors will comply to the applicable provisions of the following promulgated U.S. FMCSA regulations.

Financial Responsibility.

1. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, the Contractor agrees to comply with U.S. FMCSA regulations, “Minimum Level of Financial Responsibility for Motor Carriers”, 49 U.S.C. Part 387, Dealing with economic registration and insurance requirements.

- a) The amount of insurance required of Federal assistance recipients (5307, 5310 and 5311) is reduced to the highest amount of any state in which the transit provider operates.

2. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, and the grant recipient is not a unit of government (defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Contractor agrees to comply with U.S. FMCSA regulations, Subpart B, “Federal Motor Carrier Safety Regulation”, at 49 CFR Parts 390 through 396.

Driver Qualifications.

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA’s regulations, “Commercial Driver’s License Standards, Requirements, and Penalties”, 49 CFR Part 383.

2. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA’s regulations, “State Compliance with Commercial Driver’s License”, 49 CFR Part 384.

Substance Abuse Rules for Motor Carriers

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA’s regulations, “Drug and Alcohol Use and Testing Requirements” 49 CFR Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross vehicle weight rating over 26,001 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

28. National Intelligent Transportation Systems Architecture and Standards

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards requirements of 23 U.S.C. § 517(d), as amended by MAP-21, and follow the provisions of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (*applicable to ITS projects*)

29. Charter Service

The Charter Bus requirements apply to all Operational Service Contracts. The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

The contractor agrees that no project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Grant Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project and part of this procurement. The following FTA's Charter Service regulations, apply: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, subrecipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to those regulations. *[Amendments to FTA regulations, "Charter Service," 49 C.F.R. Part 604, were published at 73 Fed. Reg. 2325 et seq., January 14, 2008, and amended at 73 Fed. Reg. 44927 et seq., August 1, 2008, and at 73 Fed. Reg. 46554 et seq., August 11 2008.]*

30. School Bus Operations

The School Bus requirements apply to all Operational Service Contracts. The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Pursuant to 49 U.S.C. 5323(f) or (g), as amended by MAP-21 for project activities supported with FTA Fiscal Year 2013 or subsequent funding and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

If a Recipient or Third Party Contractor has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may

- (1) Require the Recipient Third party Participant to take such remedial measures as FTA considers appropriate, or
- (2) Bar the Recipient or Third Party Contractor from receiving federal transit funds.

31. Drug and Alcohol Testing

The Contractor agrees to comply with the Amendments to the FTA regulations "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, published June 25, 2013. These regulations implement 49 U.S.C. § 5331, as amended by MAP-21 and any subsequent revisions or amendments thereto, in establishing and implementing a drug use and alcohol misuse testing program. This program 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.

MAP-21 amended the remedy for non-compliance with FTA regulations, 49 CFR Part 655, so that a FTA has more discretion to determine the amount of funding to withhold from a Third Party Contractor that has not complied with those regulations.

32. State and Local Disclaimer

The Owner does not warrant or make any representation as to the accuracy or completeness of the information, text, graphics, links and other items contained in this document or on this server or any other server. Such materials have been compiled from a variety of sources and are subject to change without notice from the State and FTA.

33. 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.

34. Incorporation of Federal Transit Administration (FTA) Terms

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

35. 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.

36. Safe Operation of Motor Vehicles

a. Seat Belt Use.

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

b. Distracted Driving, Including Texting While Driving.

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other

personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

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

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

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

c. Definitions

- (1) “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. “Driving” does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

- (2) “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

37. Exclusionary or Discriminatory Specifications or Requirements

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 any sub-contracts that use exclusionary or discriminatory specifications or requirements.

38. North Carolina State Ethic’s Requirement

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

- 1) “By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, 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.”

39. 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.

40. NC E-Verify Requirements

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

41. Iran Divestment Act

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

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website: www.nctreasurer.com/Iran and will be updated every 180 days.

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

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

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

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

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

Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT B

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 E

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

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

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.
 Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20____.

Signature of Affiant

Printed Name and Title

State of _____

County of _____

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

Notary Public _____

(SEAL)

My Appointment Expires _____

ATTACHMENT F

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

The agency shall include the certification in the procurement record.

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