



ADDENDUM #1

March 13, 2020

TO: ALL POTENTIAL BIDDERS

FROM: RON VENTURELLA, BUNCOMBE COUNTY PROCUREMENT MANAGER

SUBJECT: ADDENDUM #1 FOR RFP #032720 Services Associated with Mountain Mobility, Buncombe County's Community Transportation Program

The following changes, revisions, additions, and/or clarifications to the plans and/or specifications are hereby made a part of the original documents.

Addendum # 1

The following will replace Section D.14 of the RFP:

D.14 INSURANCE

Coverage: As a part of its Technical Proposal, the qualified prospective Vendor shall identify its insurance agent(s) and underwriting company(ies) and shall provide written documentation from those named evidencing that insurance coverage in the amounts specified below can be obtained if the qualified prospective Vendor is a successful contractor. Deductibles and self-insured retentions, if any, shall be identified in the proposal.

The selected Vendor agrees to obtain and keep in force during the term of this contract the insurance coverage described below. This requirement shall also apply to any subcontractors that may provide services related to this RFP. Such insurance shall be carried with companies with a rating of A- VII or better as determined by A.M. Best Company and licensed to do business in the State of North Carolina. Certificate(s) evidencing such coverage shall be furnished to the County. The certificate(s) shall contain a provision that coverage shall not be cancelled, reduced, or permitted to lapse unless at least thirty (30) days' prior written notice has been given to the County.

The contractor's commercial general liability and business auto liability insurance shall name the County and its Board of Commissioners, the CTAB, and contracting agencies and their boards, and each of their present and future employees, as additional insureds. General liability and property insurance shall also name the Lessor of any facility or portion thereof leased by the County and utilized by the contractor for Mountain Mobility offices. Lessor will be named as loss payee regarding property insurance.

During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits (these enumerations shall not limit the scope of the "Indemnity" provision as stated in this RFP):

- a) **Worker's Compensation Insurance:** The Vendor shall provide and maintain Worker's Compensation Insurance at the statutory limits, as required by the laws of North Carolina,, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the County.
- b) **Employer's Liability:** Employer's Liability Insurance, to include coverage with minimum limits of \$1,000,000.00 each accident, \$1,000,000 each employee, and \$1,000,000.00 policy limit.

- c) **Commercial General Liability:** Insurance covering all operations performed by the Vendor with minimum limit of \$5,000,000 per occurrence with a \$10,000,000 aggregate. Defense cost shall be in excess of the limit of liability. Coverage shall not contain any endorsement(s) excluding nor limiting Premises and Operations, Product/Completed Operations or Contractual Liability.
- d) **Business Automobile Liability:** Automobile Liability Insurance covering all owned, leased, hired and non-owned vehicles, used within North Carolina in performance of the Contract. The minimum combined single limit shall be \$10,000,000.00 per occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.
- e) **Physical Damage/Comprehensive and Collision:** Declared Value of Fleet less \$1,000 Deductible per Occurrence. Buncombe County shall be named as loss payee.
- f) **Property Insurance/Other:** Property insurance must be provided on any building housing Mountain Mobility Operations, as well as its contents. Property insurance requirements will depend on negotiated terms for office space.
- g) **Inland Marine-EDP Equipment:** A separate property policy shall be provided that includes off-premises and on-premises coverage for vehicle MDT/AVL (GPS) units. Declared Value of Units (\$150,000 or portion thereof if applicable) to include \$1,000 on-premises coverage and a \$1,000 minimum deductible. Buncombe County shall be named as loss payee.
- h) **Cyber Liability:** The insurance shall provide coverage for the following risks:
 - 1. Liability arising from theft, dissemination and/or use of confidential information (a defined term including, but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.) stored or transmitted in electronic form;
 - 2. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to your services including denial of service, unless caused by a mechanical or electrical failure;
 - 3. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
 - 4. Coverage to include event management for all affected persons whose confidential information was compromised or was reasonably likely to have been compromised.

This policy shall carry a minimum limit of \$2,000,000. If policy is of a claims made type, such coverage shall be for a minimum of two (2) years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement.

- i) **Crime:** Policy covering acts of employee dishonesty, forgery or alteration and computer fraud with minimum limit of \$1,000,000 per loss. The policy shall include coverage for all directors, officers, agents and employees of the Vendor.
 - 1. The bond or policy shall include coverage for extended theft and mysterious disappearance.
 - 2. The bond or policy shall not contain a condition requiring an arrest and conviction.
- j) **Umbrella/Excess Liability:** If the underlying liability policy limits above are less than those required, Vendor may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over the underlying commercial

general liability and business auto liability policies. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

Requirements: Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all federal laws and laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing federal or North Carolina laws. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

Vendor shall agree these General Conditions constitute an insured contract. Before commencing work and for any subsequent renewals, Vendor shall furnish the County with certificates of insurance evidencing the above coverages and amounts on an approved form. Vendor hereby grants the County a waiver of any right of subrogation which any insurer of said Vendor may acquire against the County by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with 30 days written notice to the County and delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County. Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity.

End of Section D.14.

The following pages are questions were asked by potential bidders (listed in no particular order) and our responses.

RFP Section / Page Number	Question	Response
2.6 / 7	Please confirm proposers are to submit 1 original, 5 copies of Volume 1: Technical Proposal in one envelope and 1 original, 5 copies of Volume 2: Cost Proposal in another envelope.	Section 2.6 PROPOSAL SUBMITTAL states: "Each Volume must be in its own individually sealed envelope". Section 2.6 PROPOSAL SUBMITTAL further indicates that Volume One and Volume Two are to be in separate envelopes in the quantities as described (one (1) original and five (5) copies), and should also include two (2) copies on CD, DVD or flash drive.
2.6 / 7	Please confirm that a hard paper copy of the optional redacted Technical Proposal (Volume 3) is not required.	Section 2.6 PROPOSAL SUBMITTAL states: "If required, two (2) redacted (Proprietary and Confidential Information Excluded) copies on CD, DVD or flash drive " are to be submitted. A paper copy of the optional redacted Technical Proposal (Volume Three) is not required.
2.6 / 7	Please confirm proposers are to submit 2 CDs, DVDs, or flash drives of the Technical Proposal (Volume 1); 2 CDs, DVDs, or flash drives of the Cost Proposal (Volume 2); and 2 CDs, DVDs, or flash drives of the optional redacted Technical Proposal (Volume 3).	Section 2.6 PROPOSAL SUBMITTAL states that each envelope (Volume One and Volume Two) shall contain: "two (2) un-redacted copies on CDs, DVDs, or flash drive." Section 2.6 PROPOSAL SUBMITTAL further states: "if required, two (2) redacted (Proprietary and Confidential Information Excluded) copies on CD, DVD or flash drive " are to be submitted for Volume Three.
2.11 / 12	Please provide the revenue service hour definition for each of the services listed in the RFP.	Section A.2 DEFINITIONS, Section A.2.16 states: "Revenue Hours: Hours associated with revenue miles" and Section A.2.17 states: "Revenue Miles: Miles a vehicle travels while in revenue service. Revenue miles exclude miles incurred for: travel to and from vehicle storage facilities, training, road tests, breaks, and deadhead miles." Revenue hours can be further defined by service in accordance with the 2019 National Transit Database (NTD) Policy Manual as follows: (1) for Demand Response (DR) service, "revenue time includes all travel time from the point of first passenger pick-up to the last passenger drop-off, as long as the vehicle does not return to the dispatching point or have interruptions in service such as lunch breaks or vehicle fueling and service"; and (2) for Motor Bus (MB) service (Deviated-Fixed Route/Trailblazer Service) "Revenue hours for conventional scheduled services include running time layover/recovery time. Running time is the time it takes a transit vehicle to travel from the beginning to the end of a transit route."
3.4 / 15	Please clarify how the prices will be evaluated; will the full contract term be considered or only the Year 1 price?	Section 3.4 EVALUATION CRITERIA states: "Each Cost Proposal will be evaluated to determine if the proposal is fair and reasonable for the services to be provided." The entirety of the Cost Proposal will be scored.
A.1.2 / 21	Who handles passenger certifications? Please describe any responsibilities the contractor has for this process.	Section A.1.2 Mountain Mobility Administration states: "Land of Sky Regional Council... assists in aspects of Mountain Mobility Administration, including... customer eligibility." The RFP proposer is not responsible for customer eligibility.
A.2.15 / 22	Please clarify the number of vehicles used in revenue service by day of week and peak service hours and number of buses in service at these times.	RFP Attachment L, OPERATING STATISTICS provides vehicles used in revenue service. Attachment L, OPERATING STATISTICS indicates that Demand Response (DR) Vehicles Operated in Annual Maximum Service in 2019 were 31. Motor Bus (MB) Deviated Fixed-Route/Trailblazer Service Vehicles Operated in Annual Maximum Service in 2019 were 3. Vehicle Utilization Data (VUD) is verified by NCDOT Integrated Mobility Division (IMD) on a semi-annual (twice per year) basis. The most recent NCDOT IMD VUD Report, for the period of August 5, 2019 - August 11, 2019, is provided in RFP Question Responses Attachment 1.
A.2.28 / 23	Please provide detailed information for each Trailblazer deviated route to help with blocking and scheduling. Please include deadhead hours and miles, number of buses currently used on each route, pull-out and return-to-yard times, etc.	The Trailblazer service information requested is available: (1) at https://www.buncombecounty.org/governing/depts/transportation/trailblazer-routes.aspx ; (2) in Attachment L, OPERATING STATISTICS; and (3) in the Mountain Mobility Internal Service Report as provided in RFP Question Responses Attachment 2.
A.3 / 23	Please provide a productivity report from the dispatching software daily for one week that shows data that includes: Breakdown of hours covering: a. Total vehicle hours; b. Service/Live hours; c. Deadhead hours; d. Break/Lunch hours; e. Refuel hours; f. Any other hours.	See RFP Question Responses Attachment 1, NCDOT IMD VUD Report.
A.3 / 23	Please provide a breakdown of miles covering: a. Total Miles; b. Service/Live Miles; c. Deadhead Miles; d. Break/Lunch Miles; e. Refuel Miles; f. and Any Other Miles;	See RFP Question Responses Attachment 2, Mountain Mobility Internal Service Report.
A.3 / 23	Please provide the average distance in miles per trip; average length in minutes per trip; trips per revenue hour.	See RFP Question Responses Attachment 2, Mountain Mobility Internal Service Report.
A.3 / 23	Please confirm the volume of hours and/or trips on which proposers should base their proposals. Please describe plans for any changes to the volume of hours in the next 12 months.	Revenue Trips, Service Miles and Service Hours are detailed in Attachment 1. Cost Proposal Forms. There are currently no approved plans for changes to the volume of hours in the next twelve months.
A.3 / 23	Please provide/confirm the current revenue miles and hours; current deadhead miles and hours; and current total miles and hours for these services.	See RFP Question Responses Attachment 2, Mountain Mobility Internal Service Report.
A.3 / 23	For deviated route service, please clarify if billable time continues past scheduled hours on the last trip due to exterior factors (traffic, weather, incidents, etc.).	Section A.10.1. Billing Services states: "Billing for demand response and subscription services shall be on a shared service mile basis. Deviated fixed-route services shall be billed on the service mile basis." Billable time is not discussed as the billing unit is currently and is anticipated to remain service mile.
A.3 / 23	For paratransit service, please clarify if revenue hours begins at the first pick-up, even if that pick up is a no show.	Section A.10.6 No Show Trip states: "Vendor shall bill for a no-show trip if a passenger does not go on an authorized, dispatched trip as described in these specifications. If a passenger is a no-show, the return trip (if scheduled) shall be cancelled and may not be billed as a no-show. Vendor shall bill only one no-show trip if more than one customer did not show for scheduled trips from the same location. Vendor shall not bill for any no-show trip if one or more passengers did not show for scheduled trips from the same pick-up point, but one or more passengers from that pick-up point were transported as scheduled." Section A.2.16 states "Revenue Hours: Hours associated with revenue miles" and Section A.2.17 states "Revenue Miles: Miles a vehicle travels while in revenue service. Revenue miles exclude miles incurred for: travel to and from vehicle storage facilities, training, road tests, breaks, and deadhead miles." Revenue hours can be further defined by in accordance with the 2019 National Transit Database (NTD) Policy Manual as follows for Demand Response (DR) service, "revenue time includes all travel time from the point of first passenger pick-up to the last passenger drop-off, as long as the vehicle does not return to the dispatching point or have interruptions in service such as lunch breaks or vehicle fueling and service."
A.3.5 / 24	Please provide the current call volume, broken down by weekday, Saturday and Sunday to include hourly levels if possible.	See RFP Question Responses Attachment 3, Phone Tracking Report. Call volume is broken down on a weekly basis.
A.5 / 30	Please provide a listing of any liquidated damages charged or incentives earned over the past 12 months. Please clarify if the liquidated damages listed in the RFP differ from the current contract.	See RFP Question Responses Attachment 4, Penalty Assessment Invoices. The contract specifications under which penalties were assessed are detailed in the last page of RFP Question Responses Attachment 4, Penalty Assessment Invoices.
A.5 / 30	On-Time Performance -- Is sampling accepted or 100% of trips?; Is a pickup before the window still considered on-time?	Section A.3.10 On-Time Service states: "All trips must be completed as close to on-time as possible. The on-time window is not to be construed as "extra time". Actual drop-off and pick-up times, as well as the calculated odometer reading based on collected GPS data, shall be collected for each trip through on-board technology. The goal is to perform trips on-time 95% of the time or better." On-time performance is measured for 100% of trips. Section A.2.6 Early Trip states: "Vehicle operator arriving more than fifteen (15) minutes before the requested drop-off/appointment time or pick-up/return time. No earlier than times for arrivals and/or departures may be established for certain programs." Early trips are considered on-time; however, caution regarding no earlier than times, service window parameters, and wait times still apply and allow customers to accept trips that are provided by the vendor within the service window.
A.5 / 30	LD / REPORTING: Are the changes in the Liquidated Damages for this new RFP that are changed from what is currently in place with the current contract?	See RFP Question Responses Attachment 4, Penalty Assessment Invoices. The contract specifications under which penalties were assessed are detailed in the last page of RFP Question Responses Attachment 4, Penalty Assessment Invoices.
A.5 / 30	LD / REPORTING: Would the agency consider postponing Liquidated Damages during the first 90 days of the new contract period for a new contractor?	Section 2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS states: "If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in SECTION 2.5 PROPOSAL QUESTIONS. If the County determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The County may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period." Section A.5 FINANCIAL PENALTIES are established with the purpose of ensuring delivery of high-quality services to the citizens of Buncombe County and to ensure compliance with grantor standards and contracting agency requirements. Buncombe County remains interested in preserving these standards and, under the ability established by Section 2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS, may leave open the possibility of postponing penalties for later negotiation and amendment.
A.5 / 30	LD / REPORTING: Please provide the actual performance for each performance standard listed by month for the past 12 months	Between February 1, 2019 and February 29, 2020: (1) instances where A.5.1 Ride Time exceeded acceptable maximums included 1,652 instances (this data is not immediately available on a monthly basis); (2) instances where A.5.2 On-Time Performance were not met are detailed on a monthly basis in RFP Question Responses Attachment 4, Penalty Assessment Invoices; (3) no instances where A.5.3 and A.5.11 were documented; and (4) one instance where A.5.12 Workforce Stability/Turnover exceeded 30% (31.3% June 2019).
A.5 / 30	LD / REPORTING: Please provide the current providers performance as they relate to the Performance Standards for the services as listed in the RFP for the past 12 months.	Between February 1, 2019 and February 29, 2020: (1) instances where A.5.1 Ride Time exceeded acceptable maximums included 1,652 instances (this data is not immediately available on a monthly basis); (2) instances where A.5.2 On-Time Performance were not met are detailed on a monthly basis in RFP Question Responses Attachment 4, Penalty Assessment Invoices; (3) no instances where A.5.3 and A.5.11 were documented; and (4) one instance where A.5.12 Workforce Stability/Turnover exceeded 30% (31.3% June 2019).

A.5 / 30	LD / REPORTING: Please provide copies of the last three months (or 12 months) of management reports from the Contractor.	Section C.4 QUARTERLY STATUS REPORTS indicates the following regarding Management Reports: "Vendor shall provide Management Reports to the designated Contract Lead on a quarterly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties. Within 30 business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval." A Management Report, as defined in the RFP is not currently provided.
A.5 / 30	LD / REPORTING: Would the agency consider setting the LD's to be calculated based on actual performance data over the last 12 months from the incumbent provider? With an appropriate measure of actual performance for a long-term provider that has been achieved throughout the existing contract term this can provide a reasonable level of performance expectations. a. For example, if the on-time performance over the last 12 months has been 84%, then the minimum standard is set at 84% with no penalty, incentives for every 1% increase in on-time performance and penalties should be assessed for any on-time performance below 84%. b. What this does is sets the standard of performance that is currently being achieved, setting a better performance path into the future and ultimately will support the overall mission of Buncombe County in ensuring the highest level of customer service our shared passengers. This measurement will allow for vendors to reduce their budgetary allocations for anticipated LD assessments and ultimately places additional dollars into delivering the high level of quality service that Buncombe County desires.	Section 2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS states: "If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in SECTION 2.5 PROPOSAL QUESTIONS. If the County determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The County may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period." Section A.5 FINANCIAL PENALTIES are established with the purpose of ensuring delivery of high-quality services to the citizens of Buncombe County and to ensure compliance with grantor standards and contracting agency requirements. Buncombe County remains interested in preserving these standards and, under the ability established by Section 2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS, may leave open the possibility of alternative penalty structures for later negotiation and amendment.
A.8 / 34	Does the incumbent provider use/need Contractor-owned "Revenue" vehicles for service? If yes, are those vehicles operated at the same or different rate?	The incumbent provider does not use Contractor-owned "Revenue" vehicles for service.
A.8.15 / 36, 37	Please provide information on the Agency provided fleet to include engine type, fuel type, current odometer readings, average miles operated per year. Please advise if the contractor is required to provide any items on the bus [fareboxes, radios, MDT, etc.].	Attachment K, VEHICLE, TECHNOLOGY AND EQUIPMENT INVENTORIES, provides fuel type and vehicle information. See RFP Question Responses Attachment 5, Mileage Report for current odometer readings. RFP Question Responses Attachment 5, Mileage Report, can be used to project average miles operated per year based on year to date data. See RFP Question Responses Attachment 6, Revenue Vehicle Safety Inspections for additional vehicle information (engine, etc.). Fareboxes are not used on revenue service vehicles. Radios are provided by the County. MDT are provided by the County.
A.8.15 / 36, 37	Please clarify any specifics required relating to phone and data lines needed. Number of lines, data line type (Cable, T-1, TDD, etc.).	Section A.8.15 Facilities and Equipment b. Telephone System and Audio-Visual Equipment "The County maintains a telephone and voice mail system, fax machine, photocopier, and TDD for use in Mountain Mobility Operations offices, including by the Vendor." The Vendor is not anticipated to provide phone lines.
A.8.15 / 36, 37	1. Software: Please describe, including manufacturer product name and version number, the scheduling and dispatching products in place.	RouteMatch Version 6.2.34 includes Scheduling and Dispatching Modules.
A.8.15 / 36, 37	2. Software: Please describe any additional modules in place to supplement the scheduling and dispatching system. For example, tools for call management, complaint management, rider communication via IVR or text, etc.	RouteMatch Version 6.2.34 includes the following additional modules: Reporting, Customers, Vehicles, Drivers, Trips, Verification, Funding Sources, Addresses, Services, Settings, Billing, Coordination, Notifications, Self-Serve IVR, FR Monitoring, AVL Playback, AVL Activity, and Customer Service.
A.8.15 / 36, 37	3. Software: Please indicate whether these products are hosted by the Client, software manufacturer or if First Transit would be required to provide hosting services.	Vendor would not be required to provide hosting services. Product hosting is managed by the County and RouteMatch via contracts and agreements.
A.8.15 / 36, 37	4. Hardware: Please describe the manufacturer make and model of any equipment currently in use or planned for use on the vehicles including cameras, safety/security systems, routers, signs, passenger counters, tablets and fare boxes.	Equipment currently in use on the vehicles is detailed in Attachment K, VEHICLE, TECHNOLOGY AND EQUIPMENT INVENTORIES.
A.8.15 / 36, 37	5. Hardware: Is there a requirement for integration of tablets, signage, with the dispatching system?	Tablets and the dispatching system (RouteMatch) are currently integrated. Signage is not integrated with the dispatching system.
A.8.15 / 36, 37	IT: Who is required to provide the internet circuit for the facility?	Buncombe County currently provides the internet circuit to the leased office space.
A.8.15 / 36, 37	IT: Is the Contractor able to segment a separate VLAN off the Agency internet service?	The Contractor is not able to segment a separate VLAN off the Agency internet service because Buncombe County provides the internet service.
A.8.15 / 36, 37	IT: What up/down bandwidth is available to the Contractor on the Agency internet service?	100 Mbps
A.8.15 / 36, 37	IT: Please confirm Contractor can install their own managed router and switch for segmented VLAN.	The Contractor cannot install their own managed router and switch for segmented VLAN.
A.8.15 / 36, 37	IT: Please provide detail on the office/facility phone and internet lines/connections in each work area	There are network drops located throughout the leased office space that all terminate at a switch in the wiring closet. Any network port in the office can accommodate an IP telephone and/or a computer. Any network port can provide Internet access.
A.8.15 / 36, 37	IT: Does the Contractor need to provide any network cabling or facility IT upgrades?	Buncombe County provides the internet circuit and would not anticipate the Contractor needing to provide network cabling or facility IT upgrades.
A.8.15 / 36, 37	IT: Is there rack space available for Contractor servers, switch, routers, etc.?	There is not rack space for Contractor servers, switch, routers, etc.
A.8.15 / 36, 37	IT: Does the Contractor network need to support a facility camera system? If so, please provide details on the system	No, Buncombe County currently provides this network.
A.8.15 / 36, 37	IT: Are there any non-standard system applications that need to be installed on Contractor's workstations?	Buncombe County is not aware of any non-standard system application that needs to be installed on the contractor's workstation.
A.8.15 / 36, 37	IT: What systems, applications or on-bus technology does the Contractor need to provide computers or servers for?	The Contractor does not need to provide computers or services for systems, applications on on-bus technology.
A.8.15 / 36, 37	IT: Call Recordings – Are Contractors required to make call recordings available to the Agency? HIPAA regulations raise concerns in this area and may require a very controlled process	Buncombe County does not currently require contractors make call recordings available.
A.8.15 / 36, 37	IT: For the Agency provided telephone system, are there Service Level Agreements (SLA), Business Continuity Plans (BCP) or Disaster Recovery (DR) plans that Contractors need to follow? If so, please provide copies.	For the agency provided telephone system, there are not SLA, BCP, or DR plans the contractor needs to follow.
A.8.15 / 36, 37	IT: Are there any current challenges or concerns with provided technology that need to be addressed? An example might be the system lacks capacity for anticipated growth.	Buncombe County is not aware of any challenges or concerns with the provided technology that need to be addressed.
A.8.15 / 36, 37	IT: Please provide a diagram of the Technology landscape showing applications/services, who uses each, are they on a server or in the cloud, etc.	Buncombe County does not have a diagram for this purpose.
A.9.7 / 37	What is the current level of productivity for each of the services? If available, please provide for weekday, Sat and Sun by service.	See RFP Question Responses Attachment 2, Mountain Mobility Internal Service Report.
D.14 / 48	Will the County please confirm that the total value per GPS unit is \$3,500, assuming the value may have decreased since initial purchase	The value may have decreased but has not been assessed to reflect a new value.
D.29 / 51	At various times, state, federal, and local governments change laws, rules and regulations which require a company to increase the wages or benefits for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond for a request for increased compensation. For example, the recent Affordable Care Act legislation significantly affected the level and cost of medical coverage for employees. Since these events cannot be anticipated and the costs are so significant, we need to understand the risk associated with such laws, rules or regulations.	Section D.29 ADJUSTMENTS TO COSTS states: "Except as provided for below, the County will not consider increasing contract costs during the initial contract period or any renewal options periods that may be exercised. The County may consider cost adjustments: a) Upon a showing by the selected Vendor that actual costs have increased due to factors beyond the Vendor's control, excluding factors relating to deadhead and non-revenue hours, which are considered to be controllable; b) In the event that new regulations cause the cost of performance under contracts to increase; or c) Upon a showing and justification by the selected Vendor that actual costs have increased due to increases or decreases in the amount of service by greater or less than fifteen percent (15%) of the existing service level, and that costs cannot be spread out over the service generated."
D.31 / 52	Does the Agency have any requirements regarding support vehicles? Type, number, age limit, fuel type. How many are currently being supplied by the contractor?	The County currently provides support vehicles. There are no specific requirements regarding support vehicles.
D.31 / 52	During the transition, how many vehicles will be made available to the incoming contractor to perform training?	Section 2.7 TECHNICAL PROPOSAL CONTENTS d) 4) Transition and Start-Up Plan ii. "ii. A description of how Vendor will assure a smooth transition of responsibilities and start-up of services, including hiring, training, vehicles, and other specific start-up activities" indicates that the Vendor should describe the training and other specific start-up activities, including any vehicle needs.

D.31 / 52	Who is responsible for providing fuel? Agency or Contractor?	Section D.3 FUEL SUPPLY AND MANAGEMENT states, "To facilitate fuel management needs and issues, the County pays for fuel purchased for County vehicles to provide authorized customers transportation services under the contract. Cost Proposals should not include fuel costs."
D.31 / 52	If the Contractor is responsible for providing fuel and given historical volatility of fuel costs, will the Agency include a fuel escalator clause in the contract?	Section D.3 FUEL SUPPLY AND MANAGEMENT states, "To facilitate fuel management needs and issues, the County pays for fuel purchased for County vehicles to provide authorized customers transportation services under the contract. Cost Proposals should not include fuel costs."
D.31 / 52	Please confirm whether the Contractor is responsible for engine and transmission overhauls for the vehicles?	Section D.30 REIMBURSEMENT BASIS states: "The selected Vendor shall be entirely responsible and liable for the operation and maintenance of all vehicles and equipment whether purchased or leased by the County." Maintenance shall include preventative and corrective maintenance which may include engine and transmission overhauls.
D.31 / 52	Please provide the last 12 months history for major component replacement and repair for the Agency provided fleet.	Major component replacement and repair records are not reported by the existing Vendor. Major component replacement would be communicated by the Vendor when such a major component replacement would cause a vehicle to be out of service for an exceptional/extended period. Major component replacement is a corrective maintenance action and is not treated differently in a requested separate reporting mechanism.
D.31 / 52	Are there any remaining warranties for the fleet or provided equipment?	Remaining warranties for the fleet do exist in certain cases, based on vehicle mileage and/or age. Information regarding any vehicle warranties are on file and record for use by the existing vendor. These records are not readily available at Buncombe County.
D.31 / 52	Does the Agency have a vehicle replacement schedule that can be shared? Any new buses in the process of being procured for either replacement or expansion?	Attachment K, VEHICLE, TECHNOLOGY AND EQUIPMENT INVENTORIES, includes a projected replacement year for revenue vehicle fleet replacement.
Not Indicated	Please verify that there is no Disadvantaged Business Enterprise (DBE) goal established for this contract and that a good faith effort is not required.	Section B.11 HISTORICALLY UNDERUTILIZED BUSINESSES states: "Buncombe County is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, Buncombe County encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts." There is not a specific Disadvantaged Business Enterprise (DBE) goal established for this contract. Attachment H: FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS indicates that if a DBE subcontractor performing work related to a contract is terminated or fails to complete its work, the Vendor would then be required to make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.
Not Indicated	The fleet list shows 43 Revenue Vehicles. On page 62 in Service Non-Rail DR PT it shows a Maximum in Service count of 38 vehicles; and MB PT shows Maximum of 5. Are these amount accurate, and the Contractor would need to supply the at least 2 or 3 vehicles for spare coverage?	Attachment L, OPERATING STATISTICS indicates 31/3 Vehicles Operated in Annual Maximum Service (VOMS) and 38/5 Vehicles Available for Annual Maximum Service (not Maximum in Service). Vendor currently does not supply vehicles for spare coverage based on the existing spare ratios.
Not Indicated	Please provide a list of the positions currently provided by the contractor for this operation. Please indicate whether these positions are 100% dedicated to this contract.	The current contractor, as of February 29, 2020 reported employment of 35 full time vehicle operators, 14 part time vehicle operators, 4 full time vehicle operators/dispatchers, 2 part time vehicle operators/dispatchers, 3 full time office staff, 1 part time office staff, 1 operations manager, 1 fleet manager, 1 safety training manager, and 1 general manager. All positions are 100% dedicated to this contract.
Not Indicated	We intend to hire as many of the existing employees as possible. In order for us to ensure that they make at least as much, or more than they do now, please provide a seniority list for the current employees for this contract, and indicate position, full time or part time, length of service, and current rate of pay.	Buncombe County is not in possession of this record.
Not Indicated	Are the current drivers/employees part of a labor union? If yes, please provide a copy of the current labor agreement and the contact name and number for the union representative.	Buncombe County understands that the current vehicle operators are not part of a labor union.
Not Indicated	Please provide information regarding the current benefits and co-pays for the current employees to include drivers and staff. Please include as many specifics as possible.	Buncombe County is not in possession of this record.
Not Indicated	How many years has the existing contractor held this contract including extensions?	The current contractor has held this contract since July 1, 2011.
Not Indicated	Please provide copies of the last three months of management reports from the Contractor.	Section C.4 QUARTERLY STATUS REPORTS indicates the following regarding Management Reports: "Vendor shall provide Management Reports to the designated Contract Lead on a quarterly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties. Within 30 business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval." A Management Report, as defined in the RFP is not currently provided.
Not Indicated	Please provide copies of the last three months of invoices from the Contractor.	See RFP Question Responses Attachment 7, Contractor Invoices.
Not Indicated	Please provide a copy of the current contract for these services.	See RFP Question Responses Attachment 8, Current Contract.
Not Indicated	Please provide any/all rates currently being charged under the current contract agreement.	See RFP Question Responses Attachment 8, Current Contract.
Not Indicated	Please provide the current rates paid to the existing contractor for variable and fixed costs. Also, please indicate the total amount paid to the contractor for the last fiscal year.	See RFP Question Responses Attachment 8, Current Contract. The FY 2019 payment to the contractor totaled: \$2,763,369.
Not Indicated	Will the County please share the presentation that was reviewed during the pre-proposal meeting, providing an overview of the services, facilities, and general overview of RFP #032720?	See RFP Question Responses Attachment 9, Pre-Proposal Conference Presentation.
Not Indicated	Will the County please indicate any expected changes in the percentages (%) of Mountain Mobility (paratransit and fixed) services over the life of the contract?	The County does not have any planned changes in Mountain Mobility services over the life of the contract. The County anticipates growth in service based on recent trends, as reflected in Attachment I, COST PROPOSAL documents.
Not Indicated	Will the County please confirm that Total Proposed Services Costs does not include the Management Fee/Profit for Combined Service, Demand Response, and Deviated Fixed Route tabulations?	Attachment I, COST PROPOSAL excludes the Management Fee/Profit from Total Proposed Service Cost in each of the tabs.
Not Indicated	Does Buncombe County have a prescribed format for the Budget Narrative Form?	The County does not have a prescribed format for the Budget Narrative Form.
Not Indicated	Will the County please state their top three pain points with their current operation?	The County is not in a position to identify top three pain points with the current operation. High quality transportation services are critical to the County and performance standards and financial penalties highlight critical aspects of high quality transportation.
Not Indicated	Please provide the name of the company that is providing the maintenance services to the Buncombe fleet.	Section 2.7 TECHNICAL PROPOSAL CONTENTS d) 3) ix states: "A description of how Vendor plans to provide preventive and corrective maintenance of vehicles in accordance with Mountain Mobility's System Safety Plan (SSP). Describe the location where maintenance work will be performed if the organization plans to perform vehicle maintenance in house. Describe how vehicles will be inspected and cleaned. These descriptions apply to County-owned vehicles and/or vehicles supplied by the Vendor. Also include a description of the Vendor's experience and practices for fueling and maintenance of vehicles that use dual/alternative fuels, specifically CNG and LP." The current contractor does not currently provide maintenance in-house and uses, at its discretion, a variety of companies to provide maintenance services to the fleet of revenue and service vehicles. A comprehensive list of vendors is not currently provided to Buncombe County.
Not Indicated	Will pricing be evaluated based on the Year 1 price only, or will the County be evaluating and scoring the full contract term cost? Are option years included in the scoring as well?	Section 3.4 EVALUATION CRITERIA states: "Each Cost Proposal will be evaluated to determine if the proposal is fair and reasonable for the services to be provided." The entirety of the Cost Proposal will be scored.
Not Indicated	What are the current rates paid the current contractor(s) for all components of pricing for the deviated fixed route and demand response services?	See RFP Question Responses Attachment 8, Current Contract.
Not Indicated	What was the total amount paid to the incumbent contractor(s) for the last two fiscal years (by year)?	The FY 2019 payment to the contractor totaled: \$2,763,369. The FY 2018 payment to the contractor totaled: \$2,547,348.
Not Indicated	For the demand response service, please provide a list of the top 10 trip generator locations for the paratransit services. If the information is available, please provide the percent of trips that originate from these locations.	See RFP Question Responses Attachment 2, Mountain Mobility Internal Service Report. Specific geographical locations are not indicated in the report; however, information regarding agencies, many of which have centralized locations (examples: AB Tech, Irene Wortham, MountainCare, etc.), are provided.

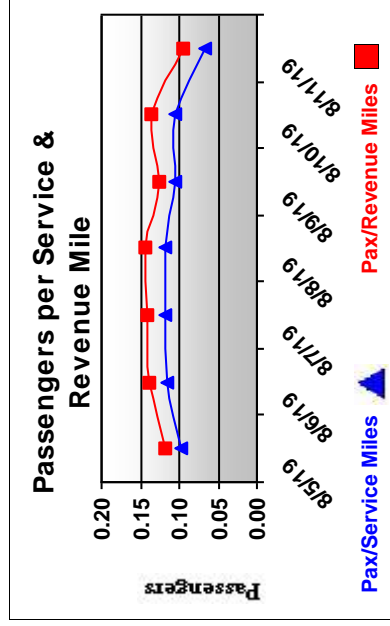
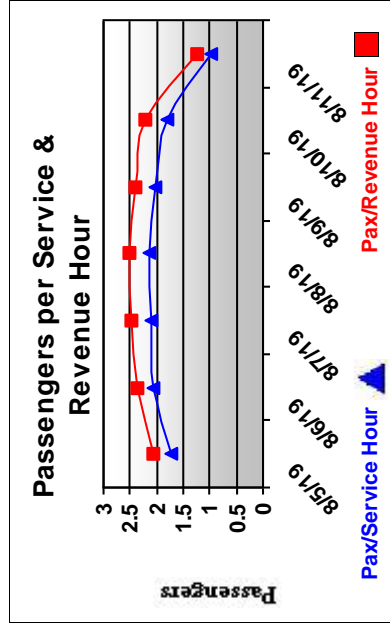
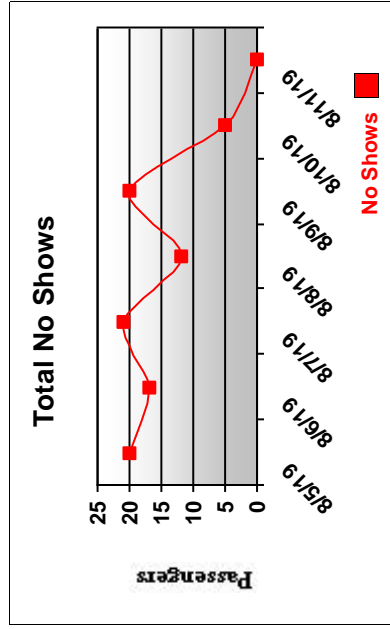
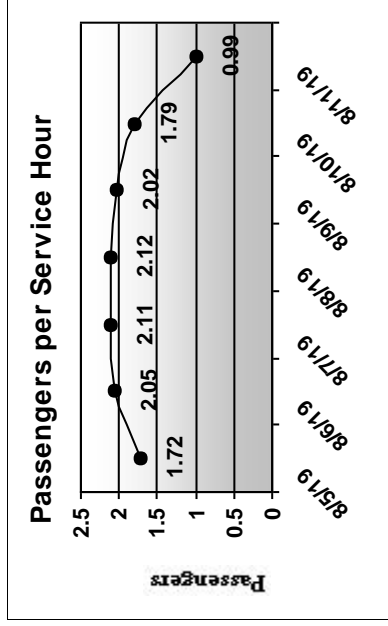
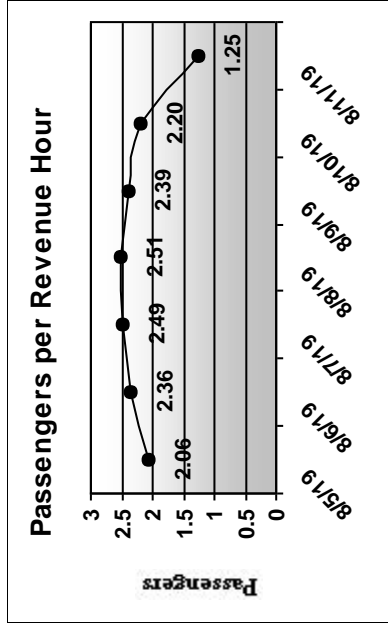
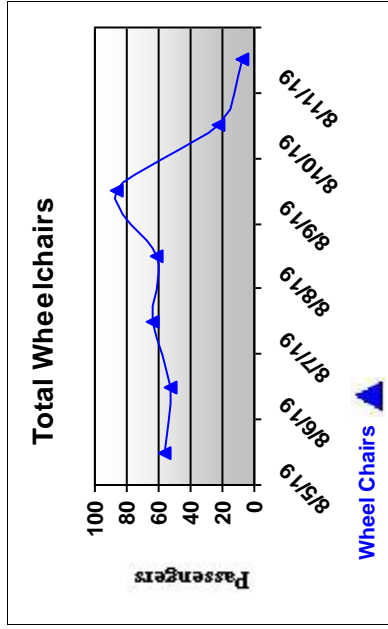
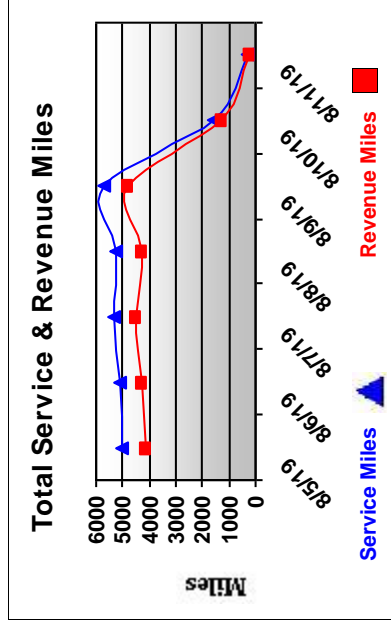
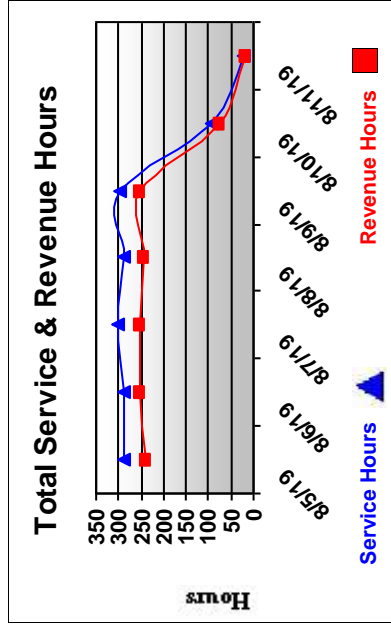
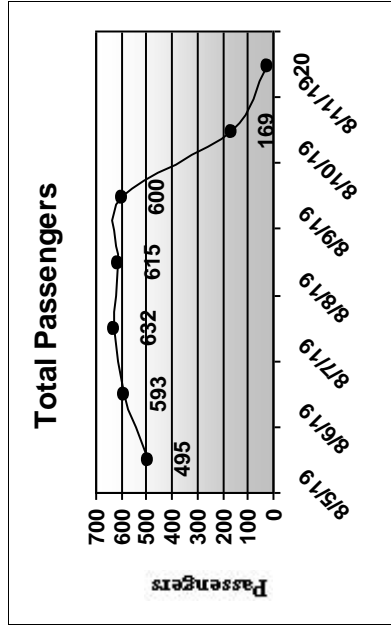
Not Indicated	Please provide all bidders with copies of the last three months of: monthly invoices, monthly management reports.	See RFP Question Responses Attachment 7, Contractor Invoices. Section C.4 QUARTERLY STATUS REPORTS indicates the following regarding Management Reports: "Vendor shall provide Management Reports to the designated Contract Lead on a quarterly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties. Within 30 business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval." A Management Report, as defined in the RFP is not currently provided.
Not Indicated	Please provide a copy of the current contract for each incumbent contractor for these services.	See RFP Question Responses Attachment 8, Current Contract.
Not Indicated	If local, state or federal governments change the laws, rules or regulations that affect minimum wages and/or benefits that are mandated for the employees that are employed by this contract, and this event was not known at the time of bidding, and this event occurs during the term of any contract resulting from this procurement – how will the County respond to the request for increased compensation? Bidders need to understand the risk associated with such an unknown event should it occur.	Section D.29 ADJUSTMENTS TO COSTS states: "Except as provided for below, the County will not consider increasing contract costs during the initial contract period or any renewal options periods that may be exercised. The County may consider cost adjustments: a) Upon a showing by the selected Vendor that actual costs have increased due to factors beyond the Vendor's control, excluding factors relating to deadhead and non-revenue hours, which are considered to be controllable; b) In the event that new regulations cause the cost of performance under contracts to increase; or c) Upon a showing and justification by the selected Vendor that actual costs have increased due to increases or decreases in the amount of service by greater or less than fifteen percent (15%) of the existing service level, and that costs cannot be spread out over the service generated."
Not Indicated	It is not clear if there is a Disadvantaged Business Enterprise goal. Please verify if there is a goal, and if documentation of a good faith effort is required.	Section B.11 HISTORICALLY UNDERUTILIZED BUSINESSES states: "Buncombe County is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, Buncombe County encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts." There is not a specific Disadvantaged Business Enterprise (DBE) goal established for this contract. Attachment H: FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS indicates that if a DBE subcontractor performing work related to a contract is terminated or fails to complete its work, the Vendor would then be required to make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.
Not Indicated	Is the current provider meeting the DBE goals for this contract? Who are the current DBE vendors on the contract?	The current provider is not a DBE and does not currently subcontract with a DBE. Section B.11 HISTORICALLY UNDERUTILIZED BUSINESSES states: "Buncombe County is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, Buncombe County encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts." There is not a specific Disadvantaged Business Enterprise (DBE) goal established for this contract. Attachment H: FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS indicates that if a DBE subcontractor performing work related to a contract is terminated or fails to complete its work, the Vendor would then be required to make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.
Not Indicated	For the deviated fixed route please the revenue miles and revenue hours, total miles and total hours, and current deadhead miles and deadhead hours by route.	See RFP Question Responses Attachment 2, Mountain Mobility Internal Service Report.
Not Indicated	For the deviated fixed route what are the current pull out and return to yard times for each route?	The Deviated Fixed Route/ Trailblazer service information requested is available: (1) at https://www.buncombecounty.org/governing/depts/transportation/trailblazer-routes.aspx ; (2) in Attachment L, OPERATING STATISTICS; and (3) in the Mountain Mobility Internal Service Report as provided in RFP Question Responses Attachment 2.
Not Indicated	Does 5333(b) (formerly Section 13c) of Title 49, regarding Transit Labor apply to this contract? If yes, please provide all bidders a copy of the 5333(b) or 13(c) agreement.	See RFP Question Responses Attachment 10, Section 5333(b) Warranty. Buncombe County completes annual Special Section 5333(b) Warranty For Application to the Nonurbanized Area Formula Program.
Not Indicated	Are any of the current employees part of a labor union? If they are, please indicate for which service, as well as copies of the current collective bargaining agreement, any TA agreements, side letters, or other documentation that indicates the current agreement parameters with the incumbent contractor.	Buncombe County understands that the current vehicle operators are not part of a labor union.
Not Indicated	Please provide contact information for any local union representative that currently represents any of the current employees.	Buncombe County understands that the current vehicle operators are not part of a labor union.
Not Indicated	In order to ensure that none of the current employees go backwards in benefits should a transition occur, please provide information regarding the current rates/benefits for these employees. Please include specific information such as a rate sheet, regarding co-pays, dependent coverage and amount of premium to be paid by employer.	Buncombe County is not in possession of this record.
Not Indicated	Please explain if there have been any challenges due to the incumbent contractor having driver shortages?	Between July 1, 2019 and February 29, 2020, the incumbent contractor experienced its lowest level of vehicle operator employment in July 2019. The corresponding on-time performance statistics (See RFP Question Responses Attachment 2, Mountain Mobility Internal Service Report) indicate corresponding challenges.
Not Indicated	Please provide any information about current incentive programs that are offered to the current employees of this contract?	Buncombe County is not in possession of this record.
Not Indicated	In the scenario where there are exterior factors beyond the control of the contractor (such as traffic, weather delays, etc.) that cause a route to continue past scheduled hours, will the contractor be compensated for this time, or will the COUNTY only allow the contractor to bill for the scheduled hours?	Buncombe County is not in possession of this record.
Not Indicated	Does billable time begin at the first pick up, even if that pick up is a no show?	Section A.10.6 No Show Trip states: "Vendor shall bill for a no-show trip if a passenger does not go on an authorized, dispatched trip as described in these specifications. If a passenger is a no-show, the return trip (if scheduled) shall be cancelled and may not be billed as a no-show. Vendor shall bill only one no-show trip if more than one customer did not show for scheduled trips from the same location. Vendor shall not bill for any no-show trip if one or more passengers did not show for scheduled trips from the same pick-up point, but one or more passengers from that pick-up point were transported as scheduled." Section A.2.16 states "Revenue Hours: Hours associated with revenue miles" and Section A.2.17 states "Revenue Miles: Miles a vehicle travels while in revenue service. Revenue miles exclude miles incurred for: travel to and from vehicle storage facilities, training, road tests, breaks, and deadhead miles." Revenue hours can be further defined by in accordance with the 2019 National Transit Database (NTD) Policy Manual as follows for Demand Response (DR) service, "revenue time includes all travel time from the point of first passenger pick-up to the last passenger drop-off, as long as the vehicle does not return to the dispatching point or have interruptions in service such as lunch breaks or vehicle fueling and service." Section A.10.1. Billing Services states: "Billing for demand response and subscription services shall be on a shared service mile basis. Deviated fixed-route services shall be billed on the service mile basis." Billable time is not discussed as the billing unit is currently and is anticipated to remain service mile.
Not Indicated	Please provide the number of vehicles used at peak time for each of the services contemplated by the RFP. If this information is available by day of week, please provide it in that format.	See RFP Question Responses Attachment 1, NCDOT IMD VUD Report.
Not Indicated	What is the current level of productivity for each of the service types provided?	See RFP Question Responses Attachment 2, Mountain Mobility Internal Service Report.
Not Indicated	What is the current on time performance for each of the service types provided? What is the average on time performance per year for each of the three past years?	See RFP Question Responses Attachment 2, Mountain Mobility Internal Service Report. See RFP Question Responses Attachment 9, Pre-Proposal Conference Presentation.
Not Indicated	What are the current miles between road calls for each of the service types provided? What are the average miles between road calls per year for each of the three past years?	Buncombe County is not in possession of all requested records (FY 2020 is not yet calculated, and FY 2017 is not immediately available). FY 2019 miles between road calls were 11,416. FY 2018 miles between road calls were 13,641.
Not Indicated	Is trip editing required for the paratransit service? If yes, is the contractor required to conduct 100% trip edits for this service? If not, what are the expectations of the contractor for this task?	Attachment A, SCOPE OF WORK, describes responsibilities for Buncombe County, Mountain Mobility Administration, and Mountain Mobility Operations. Trip management is the responsibility of Mountain Mobility Operations.

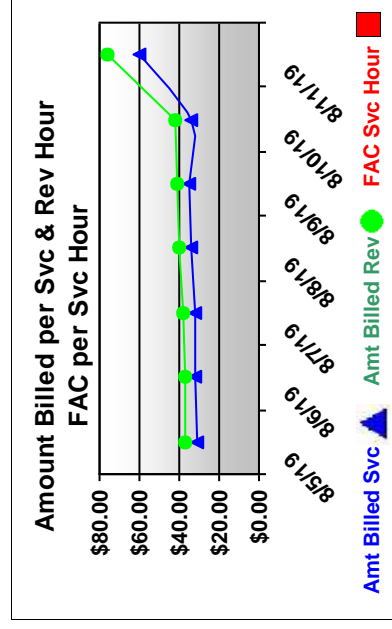
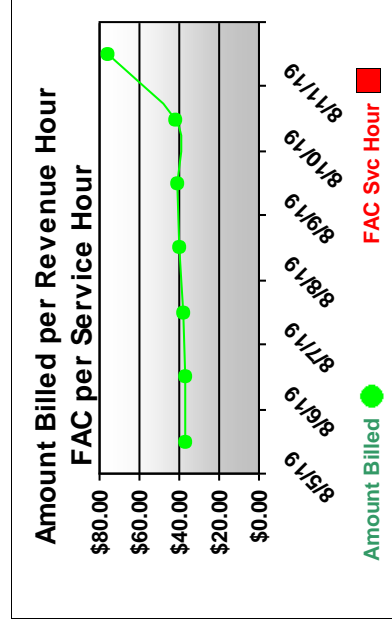
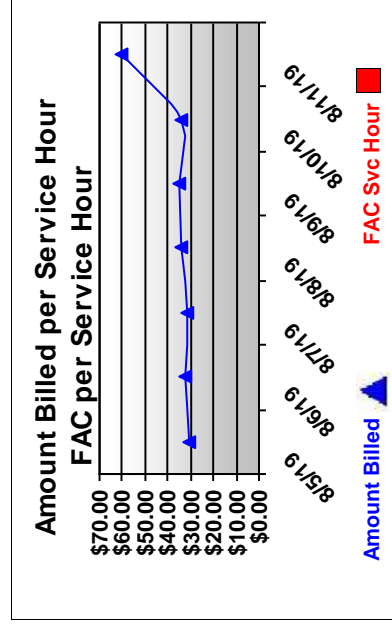
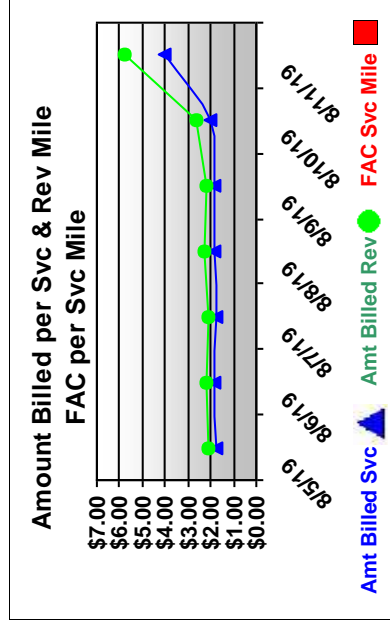
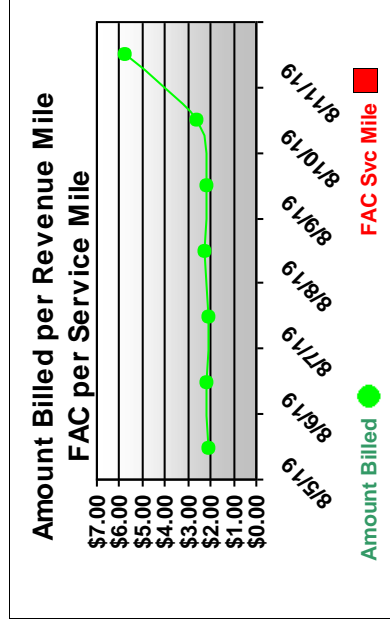
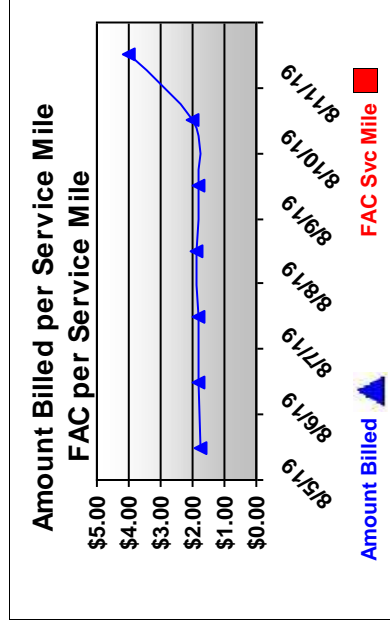
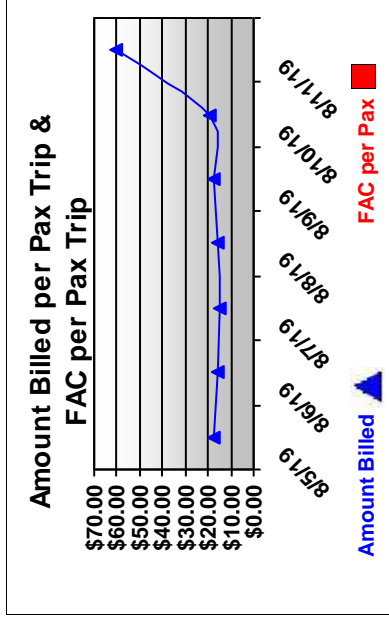
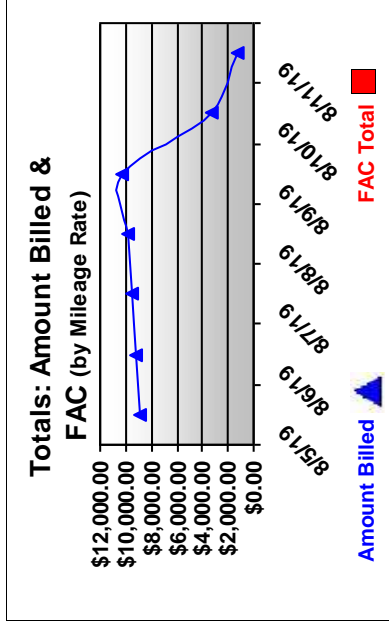
Not Indicated	How does the COUNTY determine on-time performance? Is sampling acceptable, or is 100% verification required?	Section A.3.10 On-Time Service states: "All trips must be completed as close to on-time as possible. The on-time window is not to be construed as "extra time". Actual drop-off and pick-up times, as well as the calculated odometer reading based on collected GPS data, shall be collected for each trip through on-board technology. The goal is to perform trips on-time 95% of the time or better." On-time performance is measured for 100% of trips. Section A.2.6 Early Trip states: "Vehicle operator arriving more than fifteen (15) minutes before the requested drop-off/appointment time or pick-up/return time. No earlier than times for arrivals and/or departures may be established for certain programs." Early trips are considered on-time; however, caution regarding no earlier than times, service window parameters, and wait times still apply and allow customers to accept trips that are provided by the vendor within the service window.
Not Indicated	If a passenger is picked up early, or prior to the window, does this count against on time performance for this contract?	Section A.3.10 On-Time Service states: "All trips must be completed as close to on-time as possible. The on-time window is not to be construed as "extra time". Actual drop-off and pick-up times, as well as the calculated odometer reading based on collected GPS data, shall be collected for each trip through on-board technology. The goal is to perform trips on-time 95% of the time or better." On-time performance is measured for 100% of trips. Section A.2.6 Early Trip states: "Vehicle operator arriving more than fifteen (15) minutes before the requested drop-off/appointment time or pick-up/return time. No earlier than times for arrivals and/or departures may be established for certain programs." Early trips are considered on-time; however, caution regarding no earlier than times, service window parameters, and wait times still apply and allow customers to accept trips that are provided by the vendor within the service window.
Not Indicated	Please provide the current call volume, broken down by weekday, and to include hourly levels if possible.	See RFP Question Responses Attachment 3, Phone Tracking Report. Call volume is broken down on a weekly basis.
Not Indicated	Is the Contractor responsible for maintaining the onboard camera system? If so, what is the make and model of the equipment, age of the equipment and the average repair costs per vehicle for the last three years.	Attachment K, VEHICLE, TECHNOLOGY AND EQUIPMENT INVENTORIES, includes equipment make and model for the onboard camera system. Buncombe County is not in possession of average repair costs per vehicle for the last three years.
Not Indicated	Please provide the amount of liquidated damages (and what categories those damages were assessed to) for each month over the past year that were charged to the current contractor.	See RFP Question Responses Attachment 4, Penalty Assessment Invoices. The contract specifications under which penalties were assessed are detailed in the last page of RFP Question Responses Attachment 4, Penalty Assessment Invoices.
Not Indicated	Will COUNTY make any vehicles available to an incoming contractor to perform the necessary training during the transition period? If yes, how many and what type?	Section 2.7 TECHNICAL PROPOSAL CONTENTS d) 4) Transition and Start-Up Plan ii. "ii. A description of how Vendor will assure a smooth transition of responsibilities and start-up of services, including hiring, training, vehicles, and other specific start-up activities" indicates that the Vendor should describe the training and other specific start-up activities, including any vehicle needs.
Not Indicated	Please clarify the following information for the COUNTY provided fleet: a. Engine type b. Average miles per year c. Service type vehicle is most used for	See RFP Question Responses Attachment 6, Revenue Vehicle State Inspections (egine informaiton). See RFP Question Responses Attachment 5, Mileage Report (actual vehicle miles in FY 2019). Attachment K, VEHICLE TECHNOLOGY AND EQUIPMENT INVENTORIES should be consulted understanding that CNG vehicles are principally used for Trailblazer service with the balance of vehicles principally used for Demand Response service (service type vhielce is most used for).
Not Indicated	Is the contractor responsible for the costs of major components for the revenue fleet? If yes, which major components (engine and transmission overhauls, turbos, etc.?)	Section D.30 REIMBURSEMENT BASIS states: "The selected Vendor shall be entirely responsible and liable for the operation and maintenance of all vehicles and equipment whether purchased or leased by the County." Maintenance shall include preventative and corrective maintenance which may include engine and transmission overhauls.
Not Indicated	Please provide all bidders with the history of major component replacement and repair for the provided fleet over the past 12 months.	Major component replacement and repair records are not reported by the existing Vendor. Major component replacement would be communicated by the Vendor when such a major component replacement would cause a vehicle to be out of service for an exceptional/extended period. Major component replacement is a corrective maintenance action and is not treated differently in a requested separate reporting mechanism.
Not Indicated	Does COUNTY have any remaining or extended warranties that apply to the provided fleet?	Remaining warranties for the fleet do exist in certain cases, based on vehicle mileage and/or age. Information regarding any vehicle warranties are on file and record for use by the existing vendor. These records are not readily available at Buncombe County.
Not Indicated	What is the current spare ratio for the revenue fleet?	Attachment L, OPERATING STATISTICS indicates 31/3 Vehicles Operated in Annual Maximum Service (VOMS) and 38/5 Vehicles Available for Annual Maximum Service (not Maximum in Service). Vendor currently does not supply vehicles for spare coverage based on the existing spare ratios.
Not Indicated	Does the County allow the use of recaps?	Attachment M, Mountain Mobility System Safety Plan (Portions Redacted) indicates the following with regard to use of recaps: "Regrooved, recapped, or retreaded tires should be prohibited on front wheels of a vehicle." The Vendor should indicate its intention to use recapped, retreaded, or regrooved tires.
Not Indicated	Please provide last four PMI inspection dates and mileage.	See RFP Question Responses Attachment 11, Current Miles and PM Miles Due Miles which show current mileage informaiton associated with vehicle preventative maintenance. Buncombe County is not in possession of the specific record requested; however, this record should provide similarly requested data.
Not Indicated	Please provide current listing of County/Current owned shop equipment and will this equipment be available for use by the contractor.	Buncombe County does not own shop equipment available for use by the contractor.
Not Indicated	Please provide last twelve months parts usage by system.	Buncombe County does not have record of the last twelve months parts usage by the contractor.
Not Indicated	Why are the fixed route and demand response elements not split into separate contracts?	Buncombe County is the operator of demand response and deviated fixed route services. The services have operations resources which can be shared and have historically offered cost savings benefit.
Not Indicated	Does Mountain Mobility use AssetWorks, and will the contractor be obligated to use that system?	Buncombe County is required to utilize AssetWorks by the NCDOT Integrated Mobility Division as a result of their granting of funds for revenue vehicles. Vendor will be required to use AssetWorks.
Not Indicated	Is the City of Asheville's CNG filling station publically usable?	Buncombe County understands the City of Asheville's CNG filling station is publically usable.
Not Indicated	You mentioned there will be a new camera system deployed soon. Will it continue to be SEON or a different camera vendor?	Buncombe County has submitted a grant application for camera system replacement. Grant funds have not been awarded and a vendor has not been selected.
Not Indicated	Regarding the proposal submission, should the cost proposal be provided separately? Should it be provided on an entirely separate flash drive?	Section 2.6 PROPOSAL SUBMITTAL and responses to previous questions.
Not Indicated	Where is the Microsoft Excel form for the cost proposal?	Attachment I, BUDGET NARRATIVE AND COST PROPOSAL BUDGET.
Not Indicated	Does Buncombe County have DBE requirements?	Section B.11 HISTORICALLY UNDERUTILIZED BUSINESSES states: "Buncombe County is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, Buncombe County encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts." There is not a specific Disadvantaged Business Enterprise (DBE) goal established for this contract. Attachment H: FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS indicates that if a DBE subcontractor performing work related to a contract is terminated or fails to complete its work, the Vendor would then be required to make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.
Not Indicated	The RFP mentions that the contractor may provide backup vehicles. Is that currently required and what are the details therein?	The contractor is not currently required to provide backup vehicles.
Not Indicated	Will the contractor have to identify a maintenance provider? Does it need to be a subcontracted?	Section 2.7 TECHNICAL PROPOSAL CONTENTS d) 3) ix states: "A description of how Vendor plans to provide preventive and corrective maintenance of vehicles in accordance with Mountain Mobility's System Safety Plan (SSP). Describe the location where maintenance work will be performed if the organization plans to perform vehicle maintenance in house. Describe how vehicles will be inspected and cleaned. These descriptions apply to County-owned vehicles and/or vehicles supplied by the Vendor. Also include a description of the Vendor's experience and practices for fueling and maintenance of vehicles that use dual/alternative fuels, specifically CNG and LP."
Not Indicated	The currently facility lease is up in November 2021: will Buncombe County renew that lease?	Buncombe County anticipates lease renewal.
Not Indicated	Will there be a contractual minimum and maximum mileage under the contract?	Section 2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS states: "If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in SECTION 2.5 PROPOSAL QUESTIONS. If the County determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The County may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period." Buncombe County, under the ability established by Section 2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS, may leave open the possibility of establishing minimum and maximum mileage for later negotiation and amendment.



Request for Proposal #: 032720 Question Responses

**Attachment 1:
NCDOT Integrated Mobility Division (IMD)
Vehicle Utilization Data (VUD) Report
August 5, 2019 – August 11, 2019**





COST
SUMMARY

Date	Total Pax	Svc Miles	Rev Miles	Svc Hours	Rev Hours	Actual Costs	Amount Billed	FAC per Svc Hour	REV per Svc Hour	REV per Hour	FAC per Svc Mile	REV per Svc Mile	REV per Mile	FAC per Pax	REV per Pax
8/5/2019	495	5036	4152	288.18	240.33		\$8,871.14	\$30.78	\$36.91	\$36.91	\$1.76	\$2.14	\$2.14	\$17.92	\$17.92
8/6/2019	593	5108	4284	288.83	251.72		\$9,264.19	\$32.07	\$36.80	\$36.80	\$1.81	\$2.16	\$2.16	\$15.62	\$15.62
8/7/2019	632	5324	4480	299.37	253.75		\$9,531.94	\$31.84	\$37.56	\$37.56	\$1.79	\$2.13	\$2.13	\$15.08	\$15.08
8/8/2019	615	5213	4298	290.17	245.28		\$9,803.63	\$33.79	\$39.97	\$39.97	\$1.88	\$2.28	\$2.28	\$15.94	\$15.94
8/9/2019	600	5668	4786	296.82	251.45		\$10,277.76	\$34.63	\$40.87	\$40.87	\$1.81	\$2.15	\$2.15	\$17.13	\$17.13
8/10/2019	169	1604	1251	94.53	76.72		\$3,236.55	\$34.24	\$42.19	\$42.19	\$2.02	\$2.59	\$2.59	\$19.15	\$19.15
8/11/2019	20	304	211	20.28	16.05		\$1,216.00	\$59.95	\$75.76	\$75.76	\$4.00	\$5.76	\$5.76	\$60.80	\$60.80
Totals:	3124	28257	23462	1578.18	1335.30		\$52,201.21								

WEEKDAY
SUMMARY

Date	Day of Week	Total Pax	Total Svc Miles	Rev Miles	Svc Hours	Rev Hours	No Shows	Wheel Chairs	Pax per Svc Mile	Pax per Rev Mile	Pax per Svc Hour	Pax per Rev Hour
08/05/19	Monday	495	5036	4152	288.18	240.33	20	56	0.10	0.12	1.72	2.06
08/06/19	Tuesday	593	5108	4284	288.83	251.72	17	53	0.12	0.14	2.05	2.36
08/07/19	Wednesday	632	5324	4480	299.37	253.75	21	64	0.12	0.14	2.11	2.49
08/08/19	Thursday	615	5213	4298	290.17	245.28	12	61	0.12	0.14	2.12	2.51
08/09/19	Friday	600	5668	4786	296.82	251.45	20	86	0.11	0.13	2.02	2.39
Weekday Averages:		587	5270	4400	292.67	248.51	18	64	0.11	0.13	2.01	2.36
Weekday Totals:		2935	26349	22000	1463.37	1242.53	90	320				

WEEKEND
SUMMARY

Date	Day of Week	Total Pax	Total Svc Miles	Rev Miles	Svc Hours	Rev Hours	No Shows	Wheel Chairs	Pax per Svc Mile	Pax per Rev Mile	Pax per Svc Hour	Pax per Rev Hour
08/10/19	Saturday	169	1604	1251	94.53	76.72	5	23	0.11	0.14	1.79	2.20
08/11/19	Sunday	20	304	211	20.28	16.05	0	7	0.07	0.09	0.99	1.25
Weekend Averages:		95	954	731	57.41	46.38	3	15	0.10	0.13	1.65	2.04
Weekend Totals:		189	1908	1462	114.82	92.77	5	30				

ACTIVE REVENUE
VEHICLES

Vehicle Type:	Number of Vehicles:	Vehicle Capacity:	Vehicle WC Stations:	Total Capacity:	Total Capacity:
Conversion Van	6	12	0	72	0
Lift Equipped Van	3	8	2	24	6
Lift Equipped Van	24	9	2	216	48
Lift Equipped Van	1	14	2	14	2
Lift Equipped Van	2	15	2	30	4

Performance Indicators (Daily) and CAP

From 8/5/2019 to 8/11/2019

MOUNTAIN MOBILITY

Date: **8/7/2019** Day: **Wednesday**

Veh ID	Cap Miles	Hours	Pass	5 am	6	7	8	9	10	11	12 pm	1	2	3	4	5	6	7	8	9	10	
1	16058	9	177	9:08	17																	
2	16059	12	140	8:17	19																	
3	16420	9	87	6:43	4																	
4	16421	9	166	9:34	16																	
5	16422	9	142	9:26	15																	
6	16423	9	214	10:47	15																	
7	16424	12	102	4:30	8																	
8	16595	17	245	11:46	72																	
9	16597	17	254	12:41	79																	
10	17117	12	157	6:01	15																	
11	17120	8	142	8:28	19																	
12	17248	9	164	8:35	11																	
13	17249	9	145	6:37	9																	
14	17250	9	125	5:37	9																	
15	17834	8	132	7:15	9																	
16	17835	8	100	4:59	6																	
17	17838	14	133	8:11	15																	
18	18076	15	135	8:35	20																	
19	18705	9	135	8:03	13																	
20	18789	9	136	8:11	17																	
21	18933	9	82	7:24	8																	
22	18937	9	195	12:03	30																	
23	18941	9	175	8:15	18																	
24	18983	9	119	6:50	14																	

Performance Indicators (Daily) and CAP

From 8/5/2019 to 8/11/2019

MOUNTAIN MOBILITY

Date: 8/8/2019 Day: Thursday

Veh ID	Cap Miles	Hours	Pass	5 am	6	7	8	9	10	11	12 pm	1	2	3	4	5	6	7	8	9	10	
1	16058	9	78	5:10	11																	
2	16059	12	187	9:05	12																	
3	16420	9	126	8:28	10																	
4	16421	9	187	9:58	14																	
5	16422	9	109	6:55	13																	
6	16423	9	147	7:34	13																	
7	16595	17	243	12:01	47																	
8	16597	17	252	12:41	65																	
9	17117	12	108	6:55	10																	
10	17120	8	57	4:16	21																	
11	17248	9	136	7:24	13																	
12	17249	9	124	6:47	12																	
13	17250	9	224	9:12	13																	
14	17834	8	131	8:00	11																	
15	17835	8	175	9:22	20																	
16	17838	14	104	7:51	10																	
17	18076	15	109	8:11	23																	
18	18077	15	106	7:49	15																	
19	18705	9	168	8:44	17																	
20	18789	9	160	7:31	17																	
21	18790	12	134	7:20	18																	
22	18933	9	103	6:29	9																	
23	18937	9	108	7:19	26																	
24	18941	9	238	12:19	24																	

Performance Indicators (Daily) and CAP

From 8/5/2019 to 8/11/2019

MOUNTAIN MOBILITY

	25	26	27	28	29	30	31	32	33	34	Daily Totals		Active (Vehicle in Service)		Inactive (Vehicle NOT in Service)	
42 Revenue Vehicles	9	9	9	9	9	9	9	9	12	12	5,213	615	290.2	615		
18983	9	136	8:15	15												
19770	9	222	11:27	22												
19771	9	193	8:16	9												
19772	9	175	8:38	13												
19773	9	131	7:29	10												
19774	9	170	7:37	10												
19776	9	138	9:59	21												
19777	9	175	10:40	34												
19779	12	158	8:58	13												
19780	12	201	11:30	24												

8/5/2019

Mountain Mobility

Route Analysis

Route:	Passengers:	Serv Miles:	Deadhead Mile %:	Serv Hour:	Deadhead Hr %:	Pass Per Serv Mile:	Pass Per Rev Mile:	Pass Per Serv Hr:	Pass Per Rev Hr:	Miles Per Serv Hr:	Miles Per Rev Hr:
530	12	162	17%	7.1	19%	0.07	0.09	1.69	2.08	23	23
531	13	162	6%	9.6	8%	0.08	0.08	1.35	1.47	17	17
532	8	160	20%	9.1	15%	0.05	0.06	0.88	1.03	18	17
533	18	167	19%	13.2	11%	0.11	0.13	1.37	1.53	13	11
534	17	174	11%	8.3	15%	0.10	0.11	2.05	2.42	21	22
535	11	114	20%	6.7	12%	0.10	0.12	1.65	1.88	17	16
536	10	134	12%	9.1	11%	0.07	0.08	1.09	1.23	15	15
537	6	125	38%	8.2	30%	0.05	0.08	0.73	1.05	15	14
538	14	103	18%	6.3	31%	0.14	0.17	2.24	3.27	16	20
539	9	114	30%	5.6	19%	0.08	0.11	1.62	2.01	21	18
571	12	120	20%	6.4	13%	0.10	0.13	1.87	2.16	19	17
572	6	79	30%	3.9	28%	0.08	0.11	1.53	2.13	20	20
573	17	107	26%	8.8	18%	0.16	0.22	1.94	2.36	12	11
579	9	96	18%	8.1	14%	0.09	0.11	1.12	1.29	12	11
586	13	145	13%	8.4	15%	0.09	0.10	1.55	1.83	17	18
587	4	105	18%	4.4	18%	0.04	0.05	0.90	1.10	24	24
588	14	142	24%	6.5	19%	0.10	0.13	2.14	2.66	22	21
589	15	120	19%	8.2	14%	0.13	0.15	1.83	2.13	15	14
590	9	180	22%	8.4	14%	0.05	0.06	1.07	1.25	21	19
591	10	124	12%	7.9	10%	0.08	0.09	1.27	1.41	16	15
592	10	160	17%	9.0	25%	0.06	0.08	1.11	1.49	18	20
593	14	173	17%	8.4	11%	0.08	0.10	1.67	1.89	21	19
594	8	174	20%	8.9	12%	0.05	0.06	0.90	1.02	20	18
595	14	180	11%	9.7	13%	0.08	0.09	1.45	1.67	19	19
601	15	137	19%	6.5	21%	0.11	0.14	2.30	2.90	21	21
602	13	133	9%	8.4	9%	0.10	0.11	1.55	1.70	16	16
603	18	154	8%	10.4	13%	0.12	0.13	1.73	2.00	15	16
604	10	186	10%	9.0	12%	0.05	0.06	1.11	1.26	21	21
605	9	153	21%	7.4	27%	0.06	0.07	1.22	1.67	21	22
606	15	105	19%	10.0	29%	0.14	0.18	1.50	2.10	11	12
611	17	179	4%	9.8	10%	0.09	0.10	1.74	1.94	18	19
AM Lakevie	3	5	40%	0.9	45%	0.60	1.00	3.27	6.00	5	6
AM Wvevill	2	3	33%	1.0	75%	0.67	1.00	2.00	8.00	3	8
Loop A1 - BI	10	30	67%	1.2	43%	0.33	1.00	8.57	15.00	26	15
Loop A1 & L	8	34	9%	2.8	18%	0.24	0.26	2.91	3.56	12	14
Loop A1 & L	7	51	20%	2.5	20%	0.14	0.17	2.82	3.53	21	21
Loop A2 - BI	5	19	0%	1.0	0%	0.26	0.26	5.08	5.08	19	19
Loop A2 & L	9	40	0%	2.0	0%	0.23	0.23	4.54	4.54	20	20
Loop A3 - BI	12	17	0%	0.9	0%	0.71	0.71	13.09	13.09	19	19
Loop A3 - E	2	26	12%	1.3	21%	0.08	0.09	1.60	2.03	21	23
Loop A3 & L	7	43	26%	2.5	10%	0.16	0.22	2.82	3.13	17	14
Loop A4 - BI	5	19	0%	1.0	0%	0.26	0.26	5.08	5.08	19	19
Loop A4 & L	11	46	13%	2.2	11%	0.24	0.28	4.93	5.55	21	20
Loop A5 & L	8	39	0%	2.0	0%	0.21	0.21	4.03	4.03	20	20
Loop A6 & L	5	52	23%	2.8	21%	0.10	0.13	1.82	2.31	19	18
Loop A7 - BI	9	20	20%	1.0	0%	0.45	0.56	9.15	9.15	20	16
Loop A8 - BI	7	19	0%	1.0	0%	0.37	0.37	7.12	7.12	19	19
Loop A9 - BI	3	40	58%	1.5	34%	0.08	0.18	2.00	3.05	27	17
Loop B1 - BI	0	35	43%	1.5	39%	0.00	0.00	0.00	0.00	23	22

Deadhead Mile % and Deadhead Hr % indicate the non-revenue percent of miles and hours (Service-Revenue)/Service

Mountain Mobility

Loop B1 & L	4	47	13%	2.3	0%	0.09	0.10	1.73	1.73	20	18
Loop B2 - Bl	2	15	0%	0.9	0%	0.13	0.13	2.18	2.18	16	16
Loop B3 & L	2	41	7%	2.3	11%	0.05	0.05	0.89	1.00	18	19
PM Lakevie	2	18	89%	1.2	74%	0.11	1.00	1.71	6.67	15	7
PM Wvevill	2	10	70%	1.3	93%	0.20	0.67	1.60	24.00	8	36
54 Routes	495	5036	18%	288.2	17%	0.098	0.119	1.72	2.06	17	17

8/6/2019

Mountain Mobility

Route Analysis

Route:	Passengers:	Serv Miles:	Deadhead Mile %:	Serv Hour:	Deadhead Hr %:	Pass Per Serv Mile:	Pass Per Rev Mile:	Pass Per Serv Hr:	Pass Per Rev Hr:	Miles Per Serv Hr:	Miles Per Rev Hr:
670	15	156	22%	8.8	15%	0.10	0.12	1.71	2.01	18	16
671	18	163	7%	8.3	9%	0.11	0.12	2.18	2.40	20	20
672	12	131	15%	7.9	6%	0.09	0.11	1.53	1.62	17	15
673	14	150	16%	9.6	14%	0.09	0.11	1.46	1.70	16	15
674	6	126	23%	5.3	15%	0.05	0.06	1.13	1.33	24	21
675	18	180	16%	9.4	13%	0.10	0.12	1.92	2.21	19	19
676	14	130	16%	6.3	12%	0.11	0.13	2.22	2.52	21	20
679	21	180	8%	13.4	5%	0.12	0.13	1.57	1.64	13	13
680	10	145	11%	7.6	10%	0.07	0.08	1.32	1.46	19	19
683	14	127	26%	7.7	24%	0.11	0.15	1.82	2.41	17	16
684	16	124	11%	8.0	7%	0.13	0.15	2.00	2.15	15	15
685	21	149	18%	7.7	14%	0.14	0.17	2.73	3.17	19	18
692	15	104	12%	8.2	9%	0.14	0.16	1.83	2.02	13	12
693	17	182	15%	9.0	18%	0.09	0.11	1.89	2.32	20	21
699	8	133	9%	6.7	10%	0.06	0.07	1.19	1.33	20	20
700	13	114	13%	7.4	13%	0.11	0.13	1.76	2.02	15	15
701	12	116	10%	8.1	11%	0.10	0.12	1.48	1.67	14	14
702	11	164	16%	8.2	12%	0.07	0.08	1.34	1.53	20	19
703	20	126	13%	6.1	10%	0.16	0.18	3.28	3.65	21	20
704	6	76	33%	4.9	29%	0.08	0.12	1.22	1.71	16	15
705	14	185	23%	8.3	12%	0.08	0.10	1.68	1.90	22	19
706	14	172	10%	9.8	14%	0.08	0.09	1.43	1.65	18	18
713	10	135	15%	7.2	8%	0.07	0.09	1.39	1.52	19	17
714	15	172	22%	9.7	13%	0.09	0.11	1.55	1.79	18	16
715	18	181	11%	11.0	12%	0.10	0.11	1.64	1.87	16	17
716	13	153	8%	8.8	12%	0.08	0.09	1.48	1.67	17	18
717	18	170	16%	8.4	13%	0.11	0.13	2.13	2.44	20	19
718	24	131	10%	9.4	8%	0.18	0.20	2.54	2.77	14	14
723	16	145	21%	8.8	15%	0.11	0.14	1.81	2.14	16	15
AM Lakevie	4	8	13%	0.9	36%	0.50	0.57	4.36	6.86	9	12
AM Wvevill	3	15	47%	1.0	58%	0.20	0.38	3.00	7.20	15	19
Loop A1 - BI	9	29	66%	1.2	43%	0.31	0.90	7.71	13.50	25	15
Loop A1 & L	6	33	6%	2.8	18%	0.18	0.19	2.18	2.67	12	14
Loop A1 & L	4	53	25%	2.5	20%	0.08	0.10	1.61	2.02	21	20
Loop A2 - BI	3	19	0%	1.0	0%	0.16	0.16	3.05	3.05	19	19
Loop A2 & L	13	40	0%	2.0	0%	0.33	0.33	6.55	6.55	20	20
Loop A3 - BI	11	18	0%	0.9	0%	0.61	0.61	12.00	12.00	20	20
Loop A3 - E	16	26	23%	1.3	21%	0.62	0.80	12.80	16.27	21	20
Loop A3 & L	6	45	31%	2.5	10%	0.13	0.19	2.42	2.69	18	14
Loop A4 - BI	3	19	0%	1.0	0%	0.16	0.16	3.05	3.05	19	19
Loop A4 & L	13	45	11%	2.2	11%	0.29	0.33	5.82	6.55	20	20
Loop A5 & L	12	40	0%	2.0	0%	0.30	0.30	6.05	6.05	20	20
Loop A6 & L	13	52	23%	2.8	21%	0.25	0.33	4.73	6.00	19	18
Loop A7 - BI	9	16	6%	1.0	0%	0.56	0.60	9.15	9.15	16	15
Loop A8 - BI	0	19	0%	1.0	0%	0.00	0.00	0.00	0.00	19	19
Loop A9 - BI	5	38	50%	1.5	34%	0.13	0.26	3.33	5.08	25	19
Loop B1 - BI	1	25	16%	1.5	39%	0.04	0.05	0.67	1.09	17	23
Loop B1 & L	5	46	11%	2.3	0%	0.11	0.12	2.16	2.16	20	18
Loop B2 - BI	3	16	0%	0.9	0%	0.19	0.19	3.27	3.27	17	17

Deadhead Mile % and Deadhead Hr % indicate the non-revenue percent of miles and hours (Service-Revenue)/Service Mountain Mobility

Loop B3 & L	4	40	20%	2.3	11%	0.10	0.13	1.78	2.00	18	16
PM Lakevie	4	35	77%	1.2	33%	0.11	0.50	3.43	5.11	30	10
PM Wvevill	3	16	44%	1.3	67%	0.19	0.33	2.40	7.20	13	22
Run 056	9	95	21%	6.1	13%	0.09	0.12	1.49	1.71	16	14
Run 636x	11	100	16%	6.0	9%	0.11	0.13	1.83	2.01	17	15
54 Routes	593	5108	16%	288.8	13%	0.116	0.138	2.05	2.36	18	17

8/7/2019

Mountain Mobility

Route Analysis

Route:	Passengers:	Serv Miles:	Deadhead Mile %:	Serv Hour:	Deadhead Hr %:	Pass Per Serv Mile:	Pass Per Rev Mile:	Pass Per Serv Hr:	Pass Per Rev Hr:	Miles Per Serv Hr:	Miles Per Rev Hr:
724	31	240	6%	17.2	7%	0.13	0.14	1.81	1.95	14	14
725	17	133	5%	8.5	10%	0.13	0.13	2.00	2.22	16	16
726	17	177	14%	9.1	11%	0.10	0.11	1.86	2.10	19	19
727	9	145	15%	6.6	12%	0.06	0.07	1.36	1.54	22	21
728	18	175	11%	8.3	13%	0.10	0.12	2.18	2.51	21	22
768	19	142	17%	8.5	14%	0.13	0.16	2.24	2.60	17	16
769	6	100	20%	5.0	28%	0.06	0.08	1.20	1.67	20	22
770	8	82	23%	7.4	22%	0.10	0.13	1.08	1.38	11	11
771	17	136	11%	8.2	12%	0.13	0.14	2.08	2.37	17	17
772	8	102	26%	4.5	20%	0.08	0.11	1.78	2.21	23	21
773	17	150	18%	7.1	17%	0.11	0.14	2.40	2.90	21	21
774	15	157	22%	6.0	19%	0.10	0.12	2.49	3.08	26	25
775	18	210	15%	15.7	7%	0.09	0.10	1.15	1.24	13	12
782	9	125	4%	5.6	12%	0.07	0.08	1.60	1.82	22	24
791	11	164	10%	8.6	20%	0.07	0.07	1.28	1.60	19	21
792	21	255	12%	13.5	8%	0.08	0.09	1.55	1.68	19	18
793	14	119	10%	6.8	15%	0.12	0.13	2.05	2.41	17	18
794	16	147	7%	8.3	16%	0.11	0.12	1.93	2.29	18	19
800	13	135	25%	8.1	16%	0.10	0.13	1.61	1.93	17	15
801	15	133	8%	8.2	19%	0.11	0.12	1.83	2.26	16	18
802	25	194	13%	11.0	7%	0.13	0.15	2.27	2.44	18	16
803	3	45	36%	2.6	34%	0.07	0.10	1.14	1.71	17	17
804	15	214	15%	10.8	13%	0.07	0.08	1.39	1.59	20	19
805	4	87	56%	6.7	68%	0.05	0.11	0.60	1.85	13	18
806	16	166	17%	9.6	16%	0.10	0.12	1.67	1.99	17	17
811	9	132	23%	7.3	21%	0.07	0.09	1.24	1.57	18	18
812	15	142	13%	9.4	13%	0.11	0.12	1.59	1.82	15	15
813	13	191	10%	9.7	15%	0.07	0.08	1.34	1.57	20	21
814	13	157	15%	7.9	17%	0.08	0.10	1.65	1.99	20	21
815	20	135	8%	8.6	9%	0.15	0.16	2.33	2.56	16	16
816	19	140	16%	8.3	10%	0.14	0.16	2.29	2.54	17	16
AM Lakevie	4	8	25%	0.9	36%	0.50	0.67	4.36	6.86	9	10
AM Wvevill	3	18	50%	1.0	50%	0.17	0.33	3.00	6.00	18	18
Loop A1 - BI	10	30	67%	1.2	43%	0.33	1.00	8.57	15.00	26	15
Loop A1 & L	9	34	6%	2.8	18%	0.26	0.28	3.27	4.00	12	14
Loop A1 & L	13	50	18%	2.5	20%	0.26	0.32	5.23	6.55	20	21
Loop A2 - BI	3	18	0%	1.0	0%	0.17	0.17	3.05	3.05	18	18
Loop A2 & L	13	40	0%	2.0	0%	0.33	0.33	6.55	6.55	20	20
Loop A3 - BI	12	18	0%	0.9	0%	0.67	0.67	13.09	13.09	20	20
Loop A3 - E	4	25	20%	1.3	21%	0.16	0.20	3.20	4.07	20	20
Loop A3 & L	8	45	33%	2.5	10%	0.18	0.27	3.22	3.58	18	13
Loop A4 - BI	1	18	0%	1.0	0%	0.06	0.06	1.02	1.02	18	18
Loop A4 & L	11	47	17%	2.2	11%	0.23	0.28	4.93	5.55	21	20
Loop A5 & L	18	40	0%	2.0	0%	0.45	0.45	9.08	9.08	20	20
Loop A6 & L	20	52	17%	2.8	21%	0.38	0.47	7.27	9.23	19	20
Loop A7 - BI	9	20	10%	1.0	0%	0.45	0.50	9.15	9.15	20	18
Loop A8 - BI	12	18	0%	1.0	0%	0.67	0.67	12.20	12.20	18	18
Loop A9 - BI	9	42	57%	1.5	34%	0.21	0.50	6.00	9.15	28	18
Loop B1 - BI	3	34	71%	1.5	39%	0.09	0.30	2.00	3.27	23	11

Deadhead Mile % and Deadhead Hr % indicate the non-revenue percent of miles and hours (Service-Revenue)/Service

Mountain Mobility

Loop B1 & L	4	46	13%	2.3	0%	0.09	0.10	1.73	1.73	20	17
Loop B2 - Bl	6	18	0%	0.9	0%	0.33	0.33	6.55	6.55	20	20
Loop B3 & L	3	46	17%	2.3	11%	0.07	0.08	1.33	1.50	20	19
PM Lakevie	3	21	76%	0.9	44%	0.14	0.60	3.27	5.81	23	10
PM Wvevill	3	6	33%	1.3	73%	0.50	0.75	2.40	9.00	5	12
54 Routes	632	5324	16%	299.4	15%	0.119	0.141	2.11	2.49	18	18

8/8/2019

Mountain Mobility

Route Analysis

Route:	Passengers:	Serv Miles:	Deadhead Mile %:	Serv Hour:	Deadhead Hr %:	Pass Per Serv Mile:	Pass Per Rev Mile:	Pass Per Serv Hr:	Pass Per Rev Hr:	Miles Per Serv Hr:	Miles Per Rev Hr:
612	10	108	29%	6.9	17%	0.09	0.13	1.45	1.74	16	13
613	17	160	11%	7.5	12%	0.11	0.12	2.26	2.56	21	22
614	13	147	14%	7.6	7%	0.09	0.10	1.72	1.84	19	18
616	15	136	26%	8.3	20%	0.11	0.15	1.82	2.28	16	15
617	9	193	22%	8.3	18%	0.05	0.06	1.09	1.32	23	22
618	18	134	20%	7.3	16%	0.13	0.17	2.45	2.93	18	17
627	13	224	11%	9.2	11%	0.06	0.07	1.41	1.59	24	24
636	22	222	12%	11.5	13%	0.10	0.11	1.92	2.21	19	20
637	15	106	28%	7.8	23%	0.14	0.20	1.92	2.50	14	13
638	10	131	14%	7.5	15%	0.08	0.09	1.34	1.57	18	18
643	13	136	14%	7.4	14%	0.10	0.11	1.76	2.05	18	18
645	10	126	21%	8.5	15%	0.08	0.10	1.18	1.40	15	14
646	13	109	12%	6.9	12%	0.12	0.14	1.88	2.13	16	16
647	14	187	22%	10.0	16%	0.07	0.10	1.40	1.67	19	17
653	17	168	13%	8.7	11%	0.10	0.12	1.95	2.18	19	19
654	11	131	15%	8.0	18%	0.08	0.10	1.38	1.68	16	17
655	13	158	12%	9.0	16%	0.08	0.09	1.45	1.72	18	18
656	23	109	13%	8.2	12%	0.21	0.24	2.81	3.20	13	13
657	10	104	25%	7.9	16%	0.10	0.13	1.27	1.52	13	12
658	12	187	16%	9.1	10%	0.06	0.08	1.32	1.47	21	19
817	13	175	15%	8.6	14%	0.07	0.09	1.51	1.75	20	20
818	10	170	13%	7.6	12%	0.06	0.07	1.31	1.50	22	22
819	11	78	21%	5.2	17%	0.14	0.18	2.13	2.56	15	14
820	12	124	16%	6.8	18%	0.10	0.12	1.77	2.16	18	19
821	21	138	12%	10.0	12%	0.15	0.17	2.10	2.39	14	14
823	21	57	37%	4.3	17%	0.37	0.58	4.92	5.92	13	10
824	20	175	12%	9.4	11%	0.11	0.13	2.14	2.40	19	18
825	9	103	12%	6.5	18%	0.09	0.10	1.39	1.69	16	17
AM Lakevie	3	6	17%	0.9	45%	0.50	0.60	3.27	6.00	7	10
AM Wvevill	4	17	12%	1.0	33%	0.24	0.27	4.00	6.00	17	23
Loop A1 - BI	13	30	67%	1.2	43%	0.43	1.30	11.14	19.50	26	15
Loop A1 & L	7	34	6%	2.8	18%	0.21	0.22	2.55	3.11	12	14
Loop A1 & L	10	48	17%	2.5	20%	0.21	0.25	4.03	5.04	19	20
Loop A2 - BI	6	19	0%	1.0	0%	0.32	0.32	6.10	6.10	19	19
Loop A2 & L	11	40	0%	2.0	0%	0.28	0.28	5.55	5.55	20	20
Loop A3 - BI	7	17	0%	0.9	0%	0.41	0.41	7.64	7.64	19	19
Loop A3 - E	9	27	19%	1.3	21%	0.33	0.41	7.20	9.15	22	22
Loop A3 & L	5	35	14%	2.5	10%	0.14	0.17	2.01	2.24	14	13
Loop A4 - BI	3	19	0%	1.0	0%	0.16	0.16	3.05	3.05	19	19
Loop A4 & L	10	45	13%	2.2	11%	0.22	0.26	4.48	5.04	20	20
Loop A5 & L	10	40	0%	2.0	0%	0.25	0.25	5.04	5.04	20	20
Loop A6 & L	15	52	23%	2.8	21%	0.29	0.38	5.45	6.92	19	18
Loop A7 - BI	8	20	5%	1.0	0%	0.40	0.42	8.14	8.14	20	19
Loop A8 - BI	2	18	0%	1.0	0%	0.11	0.11	2.03	2.03	18	18
Loop A9 - BI	2	41	56%	1.5	34%	0.05	0.11	1.33	2.03	27	18
Loop B1 - BI	0	35	43%	1.5	39%	0.00	0.00	0.00	0.00	23	22
Loop B1 & L	11	47	11%	2.3	0%	0.23	0.26	4.75	4.75	20	18
Loop B2 - BI	0	16	0%	0.9	0%	0.00	0.00	0.00	0.00	17	17
Loop B3 & L	6	40	5%	2.3	11%	0.15	0.16	2.67	3.00	18	19

Deadhead Mile % and Deadhead Hr % indicate the non-revenue percent of miles and hours (Service-Revenue)/Service

Mountain Mobility

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PM Lakevie	3	22	77%	1.2	21%	0.14	0.60	2.57	3.27	19	5
PM Wvevill	4	10	50%	1.3	67%	0.40	0.80	3.20	9.60	8	12
Run 056	8	109	19%	6.5	14%	0.07	0.09	1.23	1.44	17	16
Run 408	4	49	29%	3.0	41%	0.08	0.11	1.33	2.24	16	20
Run 464	30	126	22%	7.7	18%	0.24	0.31	3.91	4.77	16	16
Run 474	13	163	29%	7.6	24%	0.08	0.11	1.71	2.25	21	20
Run 778	16	92	20%	5.0	22%	0.17	0.22	3.20	4.12	18	19
56 Routes	615	5213	18%	290.2	15%	0.118	0.143	2.12	2.51	18	18

8/9/2019

Mountain Mobility

Route Analysis

Route:	Passengers:	Serv Miles:	Deadhead Mile %:	Serv Hour:	Deadhead Hr %:	Pass Per Serv Mile:	Pass Per Rev Mile:	Pass Per Serv Hr:	Pass Per Rev Hr:	Miles Per Serv Hr:	Miles Per Rev Hr:
542	13	200	16%	9.7	13%	0.07	0.08	1.35	1.54	21	20
543	14	162	7%	10.0	12%	0.09	0.09	1.40	1.59	16	17
544	8	116	24%	4.8	26%	0.07	0.09	1.68	2.26	24	25
545	12	134	20%	7.8	19%	0.09	0.11	1.54	1.90	17	17
546	16	169	17%	8.5	15%	0.09	0.11	1.88	2.20	20	19
553	12	151	17%	9.0	12%	0.08	0.10	1.34	1.51	17	16
554	14	217	7%	9.6	8%	0.06	0.07	1.46	1.58	23	23
562	15	176	15%	9.0	14%	0.09	0.10	1.67	1.94	20	19
563	10	157	23%	8.9	21%	0.06	0.08	1.13	1.44	18	17
564	13	138	16%	7.9	18%	0.09	0.11	1.66	2.01	18	18
565	16	138	10%	8.4	12%	0.12	0.13	1.91	2.18	16	17
659	15	171	13%	9.3	15%	0.09	0.10	1.62	1.90	18	19
660	16	156	10%	8.7	8%	0.10	0.11	1.83	1.99	18	18
661	15	271	14%	11.6	14%	0.06	0.06	1.29	1.50	23	23
662	16	143	17%	8.1	14%	0.11	0.13	1.98	2.30	18	17
663	14	119	11%	7.8	18%	0.12	0.13	1.79	2.18	15	16
664	19	109	25%	8.0	20%	0.17	0.23	2.39	2.99	14	13
665	16	167	20%	8.1	20%	0.10	0.12	1.97	2.46	21	20
666	12	147	16%	7.6	15%	0.08	0.10	1.58	1.85	19	19
667	19	171	6%	8.6	10%	0.11	0.12	2.21	2.45	20	21
668	8	123	26%	7.1	24%	0.07	0.09	1.12	1.47	17	17
669	10	143	24%	6.2	22%	0.07	0.09	1.61	2.06	23	22
753	20	135	11%	7.3	15%	0.15	0.17	2.76	3.23	19	19
754	17	170	16%	10.3	17%	0.10	0.12	1.65	1.98	16	17
755	14	170	7%	7.9	13%	0.08	0.09	1.77	2.02	21	23
756	18	201	15%	10.6	14%	0.09	0.11	1.70	1.96	19	19
757	12	142	7%	7.9	9%	0.08	0.09	1.53	1.67	18	18
764	8	193	15%	7.7	16%	0.04	0.05	1.04	1.24	25	25
765	16	151	15%	7.5	22%	0.11	0.13	2.15	2.75	20	22
766	16	176	5%	8.9	12%	0.09	0.10	1.79	2.04	20	21
767	14	160	18%	7.7	15%	0.09	0.11	1.82	2.14	21	20
AM Lakevie	4	11	27%	0.9	36%	0.36	0.50	4.36	6.86	12	14
AM Wvevill	4	13	23%	1.0	50%	0.31	0.40	4.00	8.00	13	20
Loop A1 - BI	12	28	71%	1.2	43%	0.43	1.50	10.29	18.00	24	12
Loop A1 & L	6	32	6%	2.8	18%	0.19	0.20	2.18	2.67	12	13
Loop A1 & L	10	51	20%	2.5	20%	0.20	0.24	4.03	5.04	21	21
Loop A2 - BI	4	20	0%	1.0	0%	0.20	0.20	4.07	4.07	20	20
Loop A2 & L	8	40	0%	2.0	0%	0.20	0.20	4.03	4.03	20	20
Loop A3 - BI	12	18	0%	0.9	0%	0.67	0.67	13.09	13.09	20	20
Loop A3 - E	8	25	20%	1.3	21%	0.32	0.40	6.40	8.14	20	20
Loop A3 & L	10	45	33%	2.5	10%	0.22	0.33	4.03	4.48	18	13
Loop A4 - BI	3	17	0%	1.0	0%	0.18	0.18	3.05	3.05	17	17
Loop A4 & L	13	47	17%	2.2	11%	0.28	0.33	5.82	6.55	21	20
Loop A5 & L	16	40	0%	2.0	0%	0.40	0.40	8.07	8.07	20	20
Loop A6 & L	12	52	25%	2.8	21%	0.23	0.31	4.36	5.54	19	18
Loop A7 - BI	4	20	5%	1.0	0%	0.20	0.21	4.07	4.07	20	19
Loop A8 - BI	8	18	0%	1.0	0%	0.44	0.44	8.14	8.14	18	18
Loop A9 - BI	4	41	56%	1.5	34%	0.10	0.22	2.67	4.07	27	18
Loop B1 - BI	4	33	64%	1.5	39%	0.12	0.33	2.67	4.36	22	13

Deadhead Mile % and Deadhead Hr % indicate the non-revenue percent of miles and hours (Service-Revenue)/Service Mountain Mobility

Loop B1 & L	5	42	14%	2.3	0%	0.12	0.14	2.16	2.16	18	16
Loop B2 - Bl	5	18	0%	0.9	0%	0.28	0.28	5.45	5.45	20	20
Loop B3 & L	2	40	5%	2.3	11%	0.05	0.05	0.89	1.00	18	19
PM Lakevie	4	24	71%	1.2	43%	0.17	0.57	3.43	6.00	21	11
PM Wvevill	4	17	53%	1.3	60%	0.24	0.50	3.20	8.00	14	16
54 Routes	600	5668	16%	296.8	15%	0.106	0.125	2.02	2.39	19	19

8/10/2019

Mountain Mobility

Route Analysis

Route:	Passengers:	Serv Miles:	Deadhead Mile %:	Serv Hour:	Deadhead Hr %:	Pass Per Serv Mile:	Pass Per Rev Mile:	Pass Per Serv Hr:	Pass Per Rev Hr:	Miles Per Serv Hr:	Miles Per Rev Hr:
729	4	40	38%	4.6	21%	0.10	0.16	0.88	1.11	9	7
730	14	149	13%	7.6	12%	0.09	0.11	1.84	2.10	20	19
731	10	80	24%	7.5	19%	0.13	0.16	1.33	1.64	11	10
732	10	124	18%	4.7	21%	0.08	0.10	2.12	2.68	26	27
733	13	99	38%	5.5	40%	0.13	0.21	2.39	3.98	18	19
740	7	64	16%	3.0	22%	0.11	0.13	2.36	3.04	22	23
741	10	47	38%	3.9	22%	0.21	0.34	2.54	3.26	12	9
742	16	142	18%	7.8	17%	0.11	0.14	2.05	2.47	18	18
743	14	135	17%	7.1	17%	0.10	0.13	1.96	2.37	19	19
744	12	121	19%	12.3	12%	0.10	0.12	0.98	1.11	10	9
745	14	153	16%	7.3	22%	0.09	0.11	1.91	2.44	21	23
746	4	73	42%	3.7	43%	0.05	0.10	1.10	1.92	20	20
747	8	115	10%	7.5	11%	0.07	0.08	1.07	1.19	15	15
Loop A1 - BI	7	30	67%	1.2	43%	0.23	0.70	6.00	10.50	26	15
Loop A2 - BI	4	19	0%	1.0	0%	0.21	0.21	4.07	4.07	19	19
Loop A3 - BI	10	19	0%	0.9	0%	0.53	0.53	10.91	10.91	21	21
Loop A4 - BI	1	20	0%	1.0	0%	0.05	0.05	1.02	1.02	20	20
Loop A5 - BI	0	20	0%	1.0	0%	0.00	0.00	0.00	0.00	20	20
Loop A6 - BI	1	31	52%	1.2	20%	0.03	0.07	0.81	1.02	25	15
Loop A7 - BI	2	19	0%	1.0	0%	0.11	0.11	2.03	2.03	19	19
Loop A8 - BI	5	15	0%	1.0	0%	0.33	0.33	5.08	5.08	15	15
Loop A9 - BI	3	34	62%	1.5	34%	0.09	0.23	2.00	3.05	23	13
Loop B1 - BI	0	36	44%	1.5	39%	0.00	0.00	0.00	0.00	24	22
Loop B2 - BI	0	19	0%	0.9	0%	0.00	0.00	0.00	0.00	21	21
24 Routes	169	1604	22%	94.5	19%	0.105	0.135	1.79	2.20	17	16

Deadhead Mile % and Deadhead Hr % indicate the non-revenue percent of miles and hours (Service-Revenue)/Service Mountain Mobility

8/11/2019

Mountain Mobility

Route Analysis

Route:	Passengers:	Serv Miles:	Deadhead Mile %:	Serv Hour:	Deadhead Hr %:	Pass Per Serv Mile:	Pass Per Rev Mile:	Pass Per Serv Hr:	Pass Per Rev Hr:	Miles Per Serv Hr:	Miles Per Rev Hr:
526	3	57	65%	1.8	55%	0.05	0.15	1.67	3.67	32	24
527	8	106	17%	6.8	21%	0.08	0.09	1.18	1.49	16	16
528	6	84	19%	8.5	10%	0.07	0.09	0.70	0.79	10	9
529	3	57	39%	3.2	30%	0.05	0.09	0.94	1.35	18	16
4 Routes	20	304	31%	20.3	21%	0.066	0.095	0.99	1.25	15	13

8/5/2019

Mountain Mobility

Driver Analysis

Driver:	Passengers:	Serv Miles:	Deadhead Mile %:	Serv Hour:	Deadhead Hr %:	Pass Per Serv Mile:	Pass Per Rev Mile:	Pass Per Serv Hr:	Pass Per Rev Hr:	Miles Per Serv Hr:	Miles Per Rev Hr:
Baxter	12	162	17%	7.1	19%	0.074	0.089	1.69	2.08	23	23
Berry	13	162	6%	9.6	8%	0.080	0.085	1.35	1.47	17	17
Bethea	8	160	20%	9.1	15%	0.050	0.063	0.88	1.03	18	17
Chastain	18	167	19%	13.2	11%	0.108	0.133	1.37	1.53	13	11
Collins	17	174	11%	8.3	15%	0.098	0.110	2.05	2.42	21	22
Crenshaw	11	114	20%	6.7	12%	0.096	0.121	1.65	1.88	17	16
Crowder	10	134	12%	9.1	11%	0.075	0.085	1.09	1.23	15	15
Danner	6	125	38%	8.2	30%	0.048	0.077	0.73	1.05	15	14
Devlin	14	103	18%	6.3	31%	0.136	0.167	2.24	3.27	16	20
Dolab	9	114	30%	5.6	19%	0.079	0.113	1.62	2.01	21	18
Fisher	11	102	29%	5.9	23%	0.108	0.153	1.86	2.43	17	16
Gaines	12	120	20%	6.4	13%	0.100	0.125	1.87	2.16	19	17
Green	6	79	30%	3.9	28%	0.076	0.109	1.53	2.13	20	20
Hall	17	107	26%	8.8	18%	0.159	0.215	1.94	2.36	12	11
Hensley, C	24	137	13%	7.0	12%	0.175	0.202	3.44	3.91	20	19
Hensley, P	16	91	11%	4.5	11%	0.176	0.198	3.58	4.03	20	20
Herron	9	96	18%	8.1	14%	0.094	0.114	1.12	1.29	12	11
Hesley, P	2	26	12%	1.3	21%	0.077	0.087	1.60	2.03	21	23
Hoffert	32	120	29%	5.6	20%	0.267	0.376	5.77	7.16	22	19
Hubbard	13	145	13%	8.4	15%	0.090	0.103	1.55	1.83	17	18
Hurst	4	105	18%	4.4	18%	0.038	0.047	0.90	1.10	24	24
Kennedy	14	142	24%	6.5	19%	0.099	0.130	2.14	2.66	22	21
Kirby	15	120	19%	8.2	14%	0.125	0.155	1.83	2.13	15	14
Malave	9	180	22%	8.4	14%	0.050	0.064	1.07	1.25	21	19
Marvels	10	124	12%	7.9	10%	0.081	0.092	1.27	1.41	16	15
McMillion	10	160	17%	9.0	25%	0.063	0.075	1.11	1.49	18	20
Phillips	14	173	17%	8.4	11%	0.081	0.098	1.67	1.89	21	19
Plummer	8	174	20%	8.9	12%	0.046	0.057	0.90	1.02	20	18
Rice	14	180	11%	9.7	13%	0.078	0.087	1.45	1.67	19	19
Riddle	19	99	19%	8.2	34%	0.192	0.238	2.31	3.52	12	15
Robinson	15	137	19%	6.5	21%	0.109	0.135	2.30	2.90	21	21
Smith	13	133	9%	8.4	9%	0.098	0.107	1.55	1.70	16	16
Swatzell	18	154	8%	10.4	13%	0.117	0.128	1.73	2.00	15	16
Talford	10	186	10%	9.0	12%	0.054	0.060	1.11	1.26	21	21
Vernon	9	153	21%	7.4	27%	0.059	0.074	1.22	1.67	21	22
Waldrop	15	105	19%	10.0	29%	0.143	0.176	1.50	2.10	11	12
Whittenburg	21	94	29%	4.4	12%	0.223	0.313	4.79	5.43	21	17
Wright	17	179	4%	9.8	10%	0.095	0.099	1.74	1.94	18	19
38 Drivers	495	5036	18%	288.2	17%	0.10	0.12	1.72	2.06	17	17

Deadhead Mile % and Deadhead Hr % indicate the non-revenue percent of miles and hours (Service-Revenue)/Service Mountain Mobility

8/6/2019**Mountain Mobility****Driver Analysis**

Driver:	Passengers:	Serv Miles:	Deadhead Mile %:	Serv Hour:	Deadhead Hr %:	Pass Per Serv Mile:	Pass Per Rev Mile:	Pass Per Serv Hr:	Pass Per Rev Hr:	Miles Per Serv Hr:	Miles Per Rev Hr:
Baxter	15	156	22%	8.8	15%	0.096	0.123	1.71	2.01	18	16
Berry	18	163	7%	8.3	9%	0.110	0.118	2.18	2.40	20	20
Broomfield	12	131	15%	7.9	6%	0.092	0.108	1.53	1.62	17	15
Cannon	14	150	16%	9.6	14%	0.093	0.111	1.46	1.70	16	15
Chastain	6	126	23%	5.3	15%	0.048	0.062	1.13	1.33	24	21
Collins	18	180	16%	9.4	13%	0.100	0.118	1.92	2.21	19	19
Crenshaw	14	130	16%	6.3	12%	0.108	0.128	2.22	2.52	21	20
Crowder	9	95	21%	6.1	13%	0.095	0.120	1.49	1.71	16	14
Danner	11	100	16%	6.0	9%	0.110	0.131	1.83	2.01	17	15
Dolab	21	180	8%	13.4	5%	0.117	0.127	1.57	1.64	13	13
Ellerby	10	145	11%	7.6	10%	0.069	0.078	1.32	1.46	19	19
Fisher	10	85	26%	4.7	11%	0.118	0.159	2.11	2.36	18	15
Gaines	14	127	26%	7.7	24%	0.110	0.149	1.82	2.41	17	16
Green	16	124	11%	8.0	7%	0.129	0.145	2.00	2.15	15	15
Hall	21	149	18%	7.7	14%	0.141	0.172	2.73	3.17	19	18
Hensley, C	38	137	12%	7.0	12%	0.277	0.317	5.45	6.20	20	20
Hensley, P	33	119	16%	5.7	13%	0.277	0.330	5.77	6.67	21	20
Herron	15	104	12%	8.2	9%	0.144	0.163	1.83	2.02	13	12
Hicks	17	182	15%	9.0	18%	0.093	0.110	1.89	2.32	20	21
Hoffert	27	110	21%	5.6	20%	0.245	0.310	4.86	6.04	20	19
Hurst	8	133	9%	6.7	10%	0.060	0.066	1.19	1.33	20	20
Kennedy	13	114	13%	7.4	13%	0.114	0.131	1.76	2.02	15	15
Kirby	12	116	10%	8.1	11%	0.103	0.115	1.48	1.67	14	14
Malave	11	164	16%	8.2	12%	0.067	0.080	1.34	1.53	20	19
McDay	20	126	13%	6.1	10%	0.159	0.182	3.28	3.65	21	20
McMillion	6	76	33%	4.9	29%	0.079	0.118	1.22	1.71	16	15
Phillips	14	185	23%	8.3	12%	0.076	0.098	1.68	1.90	22	19
Rice	14	172	10%	9.8	14%	0.081	0.090	1.43	1.65	18	18
Riddle	25	153	32%	9.4	28%	0.163	0.240	2.66	3.69	16	15
Robinson	10	135	15%	7.2	8%	0.074	0.087	1.39	1.52	19	17
Smith	15	172	22%	9.7	13%	0.087	0.111	1.55	1.79	18	16
Swatzell	18	181	11%	11.0	12%	0.099	0.112	1.64	1.87	16	17
Talford	13	153	8%	8.8	12%	0.085	0.093	1.48	1.67	17	18
Vernon	18	170	16%	8.4	13%	0.106	0.126	2.13	2.44	20	19
Waldrop	24	131	10%	9.4	8%	0.183	0.203	2.54	2.77	14	14
Whittenburg	17	89	22%	4.4	12%	0.191	0.246	3.88	4.40	20	18
Wright	16	145	21%	8.8	15%	0.110	0.140	1.81	2.14	16	15
37 Drivers	593	5108	16%	288.8	13%	0.12	0.14	2.05	2.36	18	17

Deadhead Mile % and Deadhead Hr % indicate the non-revenue percent of miles and hours (Service-Revenue)/Service Mountain Mobility

8/7/2019**Mountain Mobility****Driver Analysis**

Driver:	Passengers:	Serv Miles:	Deadhead Mile %:	Serv Hour:	Deadhead Hr %:	Pass Per Serv Mile:	Pass Per Rev Mile:	Pass Per Serv Hr:	Pass Per Rev Hr:	Miles Per Serv Hr:	Miles Per Rev Hr:
Baxter	31	240	6%	17.2	7%	0.129	0.138	1.81	1.95	14	14
Berry	17	133	5%	8.5	10%	0.128	0.135	2.00	2.22	16	16
Bethea	17	177	14%	9.1	11%	0.096	0.112	1.86	2.10	19	19
Broomfield	9	145	15%	6.6	12%	0.062	0.073	1.36	1.54	22	21
Collins	18	175	11%	8.3	13%	0.103	0.116	2.18	2.51	21	22
Crenshaw	19	142	17%	8.5	14%	0.134	0.161	2.24	2.60	17	16
Crowder	6	100	20%	5.0	28%	0.060	0.075	1.20	1.67	20	22
Danner	8	82	23%	7.4	22%	0.098	0.127	1.08	1.38	11	11
Dolab	17	136	11%	8.2	12%	0.125	0.140	2.08	2.37	17	17
Elliott	8	102	26%	4.5	20%	0.078	0.107	1.78	2.21	23	21
Gaines	17	150	18%	7.1	17%	0.113	0.138	2.40	2.90	21	21
Hall	33	367	18%	21.7	11%	0.090	0.110	1.52	1.70	17	16
Hensley, C	49	139	12%	7.0	12%	0.353	0.402	7.03	7.99	20	20
Hensley, P	30	115	12%	5.7	13%	0.261	0.297	5.25	6.06	20	20
Hicks	9	125	4%	5.6	12%	0.072	0.075	1.60	1.82	22	24
Hobbs	11	91	25%	4.7	11%	0.121	0.162	2.32	2.60	19	16
Hoffert	33	126	37%	6.5	22%	0.262	0.413	5.10	6.53	19	16
Hubbard	11	164	10%	8.6	20%	0.067	0.075	1.28	1.60	19	21
Hurst	21	255	12%	13.5	8%	0.082	0.094	1.55	1.68	19	18
Kennedy	14	119	10%	6.8	15%	0.118	0.131	2.05	2.41	17	18
Kirby	16	147	7%	8.3	16%	0.109	0.118	1.93	2.29	18	19
Logan	39	119	35%	5.3	17%	0.328	0.506	7.36	8.90	22	18
Malave	13	135	25%	8.1	16%	0.096	0.129	1.61	1.93	17	15
Marvels	15	133	8%	8.2	19%	0.113	0.123	1.83	2.26	16	18
McDay	25	194	13%	11.0	7%	0.129	0.149	2.27	2.44	18	16
Phillips	3	45	36%	2.6	34%	0.067	0.103	1.14	1.71	17	17
Plummer	15	214	15%	10.8	13%	0.070	0.082	1.39	1.59	20	19
Porter	4	87	56%	6.7	68%	0.046	0.105	0.60	1.85	13	18
Rice	16	166	17%	9.6	16%	0.096	0.116	1.67	1.99	17	17
Riddle	19	104	18%	7.3	26%	0.183	0.224	2.60	3.52	14	16
Smith	9	132	23%	7.3	21%	0.068	0.088	1.24	1.57	18	18
Swatzell	15	142	13%	9.4	13%	0.106	0.121	1.59	1.82	15	15
Talford	13	191	10%	9.7	15%	0.068	0.076	1.34	1.57	20	21
Vernon	13	157	15%	7.9	17%	0.083	0.097	1.65	1.99	20	21
Waldrop	20	135	8%	8.6	9%	0.148	0.161	2.33	2.56	16	16
Wright	19	140	16%	8.3	10%	0.136	0.162	2.29	2.54	17	16
36 Drivers	632	5324	16%	299.4	15%	0.12	0.14	2.11	2.49	18	18

Deadhead Mile % and Deadhead Hr % indicate the non-revenue percent of miles and hours (Service-Revenue)/Service Mountain Mobility

8/8/2019

Mountain Mobility

Driver Analysis

Driver:	Passengers:	Serv Miles:	Deadhead Mile %:	Serv Hour:	Deadhead Hr %:	Pass Per Serv Mile:	Pass Per Rev Mile:	Pass Per Serv Hr:	Pass Per Rev Hr:	Miles Per Serv Hr:	Miles Per Rev Hr:
Baxter	13	175	15%	8.6	14%	0.074	0.087	1.51	1.75	20	20
Berry	10	170	13%	7.6	12%	0.059	0.068	1.31	1.50	22	22
Bethea	11	78	21%	5.2	17%	0.141	0.177	2.13	2.56	15	14
Broomfield	12	124	16%	6.8	18%	0.097	0.115	1.77	2.16	18	19
Cannon	21	138	12%	10.0	12%	0.152	0.174	2.10	2.39	14	14
Collins	13	163	29%	7.6	24%	0.080	0.113	1.71	2.25	21	20
Crenshaw	21	57	37%	4.3	17%	0.368	0.583	4.92	5.92	13	10
Crowder	20	175	12%	9.4	11%	0.114	0.130	2.14	2.40	19	18
Danner	9	103	12%	6.5	18%	0.087	0.099	1.39	1.69	16	17
Devlin	10	108	29%	6.9	17%	0.093	0.130	1.45	1.74	16	13
Dolab	17	160	11%	7.5	12%	0.106	0.119	2.26	2.56	21	22
Ellerby	13	147	14%	7.6	7%	0.088	0.103	1.72	1.84	19	18
Elliott	8	109	19%	6.5	14%	0.073	0.091	1.23	1.44	17	16
Fisher	15	136	26%	8.3	20%	0.110	0.150	1.82	2.28	16	15
Gaines	9	193	22%	8.3	18%	0.047	0.060	1.09	1.32	23	22
Hall	18	134	20%	7.3	16%	0.134	0.168	2.45	2.93	18	17
Hall, P	4	49	29%	3.0	41%	0.082	0.114	1.33	2.24	16	20
Hall, T	30	126	22%	7.7	18%	0.238	0.306	3.91	4.77	16	16
Hensley, C	35	137	13%	7.0	12%	0.255	0.294	5.02	5.71	20	19
Hensley, P	30	115	11%	5.7	13%	0.261	0.294	5.25	6.06	20	21
Hicks	13	224	11%	9.2	11%	0.058	0.065	1.41	1.59	24	24
Hobbs	15	85	14%	6.0	22%	0.176	0.205	2.51	3.23	14	16
Hoffert	29	120	29%	5.6	20%	0.242	0.341	5.23	6.49	22	19
Hurst	22	222	12%	11.5	13%	0.099	0.112	1.92	2.21	19	20
Kennedy	15	106	28%	7.8	23%	0.142	0.197	1.92	2.50	14	13
Kirby	10	131	14%	7.5	15%	0.076	0.088	1.34	1.57	18	18
Logan	12	95	25%	4.4	12%	0.126	0.169	2.74	3.10	22	18
Marvels	13	136	14%	7.4	14%	0.096	0.111	1.76	2.05	18	18
McDay	16	92	20%	5.0	22%	0.174	0.216	3.20	4.12	18	19
Plummer	10	126	21%	8.5	15%	0.079	0.101	1.18	1.40	15	14
Porter	13	109	12%	6.9	12%	0.119	0.135	1.88	2.13	16	16
Rice	14	187	22%	10.0	16%	0.075	0.097	1.40	1.67	19	17
Riddle	28	126	21%	8.2	18%	0.222	0.283	3.44	4.21	15	15
Robinson	17	168	13%	8.7	11%	0.101	0.116	1.95	2.18	19	19
Smith	11	131	15%	8.0	18%	0.084	0.099	1.38	1.68	16	17
Talford	13	158	12%	9.0	16%	0.082	0.094	1.45	1.72	18	18
Waldrop	23	109	13%	8.2	12%	0.211	0.242	2.81	3.20	13	13
Whittenburg	10	104	25%	7.9	16%	0.096	0.128	1.27	1.52	13	12
Wright	12	187	16%	9.1	10%	0.064	0.076	1.32	1.47	21	19
39 Drivers	615	5213	18%	290.2	15%	0.12	0.14	2.12	2.51	18	18

Deadhead Mile % and Deadhead Hr % indicate the non-revenue percent of miles and hours (Service-Revenue)/Service Mountain Mobility

8/9/2019**Mountain Mobility****Driver Analysis**

Driver:	Passengers:	Serv Miles:	Deadhead Mile %:	Serv Hour:	Deadhead Hr %:	Pass Per Serv Mile:	Pass Per Rev Mile:	Pass Per Serv Hr:	Pass Per Rev Hr:	Miles Per Serv Hr:	Miles Per Rev Hr:
Baxter	15	171	13%	9.3	15%	0.088	0.101	1.62	1.90	18	19
Berry	16	156	10%	8.7	8%	0.103	0.113	1.83	1.99	18	18
Bethea	15	271	14%	11.6	14%	0.055	0.064	1.29	1.50	23	23
Broomfield	16	143	17%	8.1	14%	0.112	0.134	1.98	2.30	18	17
Cannon	14	119	11%	7.8	18%	0.118	0.132	1.79	2.18	15	16
Collins	19	109	25%	8.0	20%	0.174	0.232	2.39	2.99	14	13
Crenshaw	16	167	20%	8.1	20%	0.096	0.120	1.97	2.46	21	20
Danner	12	147	16%	7.6	15%	0.082	0.098	1.58	1.85	19	19
Dolab	19	171	6%	8.6	10%	0.111	0.119	2.21	2.45	20	21
Ellerby	8	123	26%	7.1	24%	0.065	0.088	1.12	1.47	17	17
Elliott	10	143	24%	6.2	22%	0.070	0.092	1.61	2.06	23	22
Fisher	27	362	12%	19.6	12%	0.075	0.085	1.38	1.57	18	19
Gaines	8	116	24%	4.8	26%	0.069	0.091	1.68	2.26	24	25
Green	12	134	20%	7.8	19%	0.090	0.112	1.54	1.90	17	17
Hall, T	16	169	17%	8.5	15%	0.095	0.114	1.88	2.20	20	19
Hensley, C	41	139	15%	7.0	12%	0.295	0.347	5.89	6.68	20	19
Hensley, P	26	116	13%	5.7	13%	0.224	0.257	4.55	5.25	20	20
Herron	12	151	17%	9.0	12%	0.079	0.096	1.34	1.51	17	16
Hicks	14	217	7%	9.6	8%	0.065	0.069	1.46	1.58	23	23
Hobbs	12	85	20%	4.7	11%	0.141	0.176	2.54	2.83	18	16
Hoffert	35	116	35%	5.6	20%	0.302	0.467	6.31	7.84	21	17
Hubbard	15	176	15%	9.0	14%	0.085	0.100	1.67	1.94	20	19
Hurst	10	157	23%	8.9	21%	0.064	0.083	1.13	1.44	18	17
Kennedy	13	138	16%	7.9	18%	0.094	0.112	1.66	2.01	18	18
Kirby	16	138	10%	8.4	12%	0.116	0.129	1.91	2.18	16	17
Logan	21	97	25%	4.4	12%	0.216	0.288	4.79	5.43	22	19
McDay	20	135	11%	7.3	15%	0.148	0.167	2.76	3.23	19	19
McMillion	17	170	16%	10.3	17%	0.100	0.120	1.65	1.98	16	17
Phillips	14	170	7%	7.9	13%	0.082	0.089	1.77	2.02	21	23
Plummer	18	201	15%	10.6	14%	0.090	0.105	1.70	1.96	19	19
Porter	12	142	7%	7.9	9%	0.085	0.091	1.53	1.67	18	18
Riddle	27	139	29%	9.4	27%	0.194	0.273	2.87	3.96	15	15
Robinson	8	193	15%	7.7	16%	0.041	0.049	1.04	1.24	25	25
Smith	16	151	15%	7.5	22%	0.106	0.125	2.15	2.75	20	22
Swatzell	16	176	5%	8.9	12%	0.091	0.096	1.79	2.04	20	21
Whittenburg	14	160	18%	7.7	15%	0.088	0.107	1.82	2.14	21	20
36 Drivers	600	5668	16%	296.8	15%	0.11	0.13	2.02	2.39	19	19

Deadhead Mile % and Deadhead Hr % indicate the non-revenue percent of miles and hours (Service-Revenue)/Service Mountain Mobility

8/10/2019

Mountain Mobility

Driver Analysis

Driver:	Passengers:	Serv Miles:	Deadhead Mile %:	Serv Hour:	Deadhead Hr %:	Pass Per Serv Mile:	Pass Per Rev Mile:	Pass Per Serv Hr:	Pass Per Rev Hr:	Miles Per Serv Hr:	Miles Per Rev Hr:
Cannon	4	40	38%	4.6	21%	0.100	0.160	0.88	1.11	9	7
Crowder	14	149	13%	7.6	12%	0.094	0.109	1.84	2.10	20	19
Devlin	10	80	24%	7.5	19%	0.125	0.164	1.33	1.64	11	10
Ellerby	10	124	18%	4.7	21%	0.081	0.098	2.12	2.68	26	27
Elliott	13	99	38%	5.5	40%	0.131	0.213	2.39	3.98	18	19
Fisher	22	144	25%	6.5	17%	0.153	0.204	3.37	4.04	22	20
Hicks	17	111	25%	6.9	22%	0.153	0.205	2.46	3.17	16	15
Malave	16	142	18%	7.8	17%	0.113	0.137	2.05	2.47	18	18
Marvels	14	135	17%	7.1	17%	0.104	0.125	1.96	2.37	19	19
Phillips	12	121	19%	12.3	12%	0.099	0.122	0.98	1.11	10	9
Plummer	14	153	16%	7.3	22%	0.092	0.109	1.91	2.44	21	23
Porter	4	73	42%	3.7	43%	0.055	0.095	1.10	1.92	20	20
Robinson	8	115	10%	7.5	11%	0.070	0.078	1.07	1.19	15	15
Whittenburg	11	118	31%	5.6	14%	0.093	0.136	1.96	2.27	21	17
14 Drivers	169	1604	22%	94.5	19%	0.11	0.14	1.79	2.20	17	16

8/11/2019

Mountain Mobility

Driver Analysis

Driver:	Passengers:	Serv Miles:	Deadhead Mile %:	Serv Hour:	Deadhead Hr %:	Pass Per Serv Mile:	Pass Per Rev Mile:	Pass Per Serv Hr:	Pass Per Rev Hr:	Miles Per Serv Hr:	Miles Per Rev Hr:
Hall, P	3	57	65%	1.8	55%	0.053	0.150	1.67	3.67	32	24
James	8	106	17%	6.8	21%	0.075	0.091	1.18	1.49	16	16
Malave	6	84	19%	8.5	10%	0.071	0.088	0.70	0.79	10	9
Phares	3	57	39%	3.2	30%	0.053	0.086	0.94	1.35	18	16
4 Drivers	20	304	31%	20.3	21%	0.07	0.09	0.99	1.25	15	13



Request for Proposal #: 032720 Question Responses

Attachment 2: Mountain Mobility Internal Service Report

Attachment 2 is included separately as an Excel spreadsheet.



Request for Proposal #: 032720 Question Responses

Attachment 3: Phone Tracking Report

Attachment 3 is included separately as an Excel spreadsheet.



Request for Proposal #: 032720 Question Responses

Attachment 4: Penalty Assessment Invoices

Buncombe County Planning & Development

Mountain Mobility, Buncombe County's Community Transportation System

Invoice

Remittance Address:
46 Valley Street
Asheville, NC 28801
Phone: (828) 250-4829



INVOICE DATE: March 18, 2019

TO: RATP Dev USA, Inc
 Attn: Steve Sherrer
 3800 Sandshell Drive, Suite 180
 Fort Worth, Texas 76137

SERVICE PERIOD
 From: 02/01/19
 To: 02/28/19

DESCRIPTION	TOTAL TRIPS	LATE TRIPS	PERCENT ON TIME	PENALTIES ASSESSED FOR TRIPS BELOW	TOTAL TRIPS PERMITTED TO BE LATE AT ASSESSED RATE	OVERAGE (LATE TRIPS BEYOND PERMITTED)	PENALTY PER TRIP	AMOUNT DUE
Penalty Assessment - On-Time Performance	9,999	699	93.01%	95.00%	499	200	\$25.00	\$5,000.00
TOTALS	9,999	699			499	200	\$25.00	\$5,000.00

TOTAL DUE:

\$5,000.00

Buncombe County Planning & Development

Mountain Mobility, Buncombe County's Community Transportation System

Invoice

Remittance Address:
46 Valley Street
Asheville, NC 28801
Phone: (828) 250-4829



INVOICE DATE: April 10, 2019

TO: RATP Dev USA, Inc
 Attn: Steve Sherrer
 3800 Sandshell Drive, Suite 180
 Fort Worth, Texas 76137

SERVICE PERIOD
 From: 03/01/19
 To: 03/31/19

DESCRIPTION	TOTAL TRIPS	LATE TRIPS	PERCENT ON TIME	PENALTIES ASSESSED FOR TRIPS BELOW	TOTAL TRIPS PERMITTED TO BE LATE AT ASSESSED RATE	OVERAGE (LATE TRIPS BEYOND PERMITTED)	PENALTY PER TRIP	AMOUNT DUE
Penalty Assessment - On-Time Performance	10,638	736	93.08%	95.00%	531	205	\$25.00	\$5,125.00
TOTALS	10,638	736			531	205	\$25.00	\$5,125.00

TOTAL DUE:

\$5,125.00

Buncombe County Planning & Development

Mountain Mobility, Buncombe County's Community Transportation System

Invoice

Remittance Address:
46 Valley Street
Asheville, NC 28801
Phone: (828) 250-4829



INVOICE DATE: May 21, 2019

TO: RATP Dev USA, Inc
 Attn: Steve Sherrer
 3800 Sandshell Drive, Suite 180
 Fort Worth, Texas 76137

SERVICE PERIOD
 From: 04/01/19
 To: 04/30/19

DESCRIPTION	TOTAL TRIPS	LATE TRIPS	PERCENT ON TIME	PENALTIES ASSESSED FOR TRIPS BELOW	TOTAL TRIPS PERMITTED TO BE LATE AT ASSESSED RATE	OVERAGE (LATE TRIPS BEYOND PERMITTED)	PENALTY PER TRIP	AMOUNT DUE
Penalty Assessment - On-Time Performance	10,629	680	93.60%	95.00%	531	149	\$25.00	\$3,725.00
TOTALS	10,629	680			531	149	\$25.00	\$3,725.00

TOTAL DUE:

\$3,725.00

Buncombe County Planning & Development

Mountain Mobility, Buncombe County's Community Transportation System

Invoice

Remittance Address:
46 Valley Street
Asheville, NC 28801
Phone: (828) 250-4829



INVOICE DATE: May 21, 2019

TO: RATP Dev USA, Inc
 Attn: Steve Sherrer
 3800 Sandshell Drive, Suite 180
 Fort Worth, Texas 76137

SERVICE PERIOD
 From: 05/01/19
 To: 05/31/19

DESCRIPTION	TOTAL TRIPS	LATE TRIPS	PERCENT ON TIME	PENALTIES ASSESSED FOR TRIPS BELOW	TOTAL TRIPS PERMITTED TO BE LATE AT ASSESSED RATE	OVERAGE (LATE TRIPS BEYOND PERMITTED)	PENALTY PER TRIP	AMOUNT DUE
Penalty Assessment - On-Time Performance	11,321	665	94.13%	95.00%	566	99	\$25.00	\$2,475.00
TOTALS	11,321	665			566	99	\$25.00	\$2,475.00

TOTAL DUE:

\$2,475.00

Buncombe County Planning & Development

Mountain Mobility, Buncombe County's Community Transportation System

Invoice

Remittance Address:
46 Valley Street
Asheville, NC 28801
Phone: (828) 250-4829



INVOICE DATE: July 23, 2019

TO: RATP Dev USA, Inc
 Attn: Steve Sherrer
 3800 Sandshell Drive, Suite 180
 Fort Worth, Texas 76137

SERVICE PERIOD
 From: 06/01/19
 To: 06/30/19

DESCRIPTION	TOTAL TRIPS	LATE TRIPS	PERCENT ON TIME	PENALTIES ASSESSED FOR TRIPS BELOW	TOTAL TRIPS PERMITTED TO BE LATE AT ASSESSED RATE	OVERAGE (LATE TRIPS BEYOND PERMITTED)	PENALTY PER TRIP	AMOUNT DUE
Penalty Assessment - On-Time Performance	10,436	539	94.84%	95.00%	521	18	\$25.00	\$450.00
TOTALS	10,436	539			521	18	\$25.00	\$450.00

TOTAL DUE:

\$450.00

Buncombe County Planning & Development

Mountain Mobility, Buncombe County's Community Transportation System

Invoice

Remittance Address:
46 Valley Street
Asheville, NC 28801
Phone: (828) 250-4829



INVOICE DATE: 09/27/19

TO: RATP Dev USA, Inc
 Attn: Steve Sherrer
 3800 Sandshell Drive, Suite 180
 Fort Worth, Texas 76137

SERVICE PERIOD
 From: 08/01/19
 To: 08/31/19

DESCRIPTION	TOTAL TRIPS	LATE TRIPS	PERCENT ON TIME	PENALTIES ASSESSED FOR TRIPS BELOW	TOTAL TRIPS PERMITTED TO BE LATE AT ASSESSED RATE	OVERAGE (LATE TRIPS BEYOND PERMITTED)	PENALTY PER TRIP	AMOUNT DUE
Penalty Assessment - On-Time Performance	11,867	615	94.82%	95.00%	593	22	\$25.00	\$550.00
TOTALS	11,867	615			593	22	\$25.00	\$550.00

TOTAL DUE:

\$550.00

Buncombe County Planning & Development

Mountain Mobility, Buncombe County's Community Transportation System

Invoice

Remittance Address:
46 Valley Street
Asheville, NC 28801
Phone: (828) 250-4829



INVOICE DATE: 11/18/19

TO: RATP Dev USA, Inc
 Attn: Steve Sherrer
 3800 Sandshell Drive, Suite 180
 Fort Worth, Texas 76137

SERVICE PERIOD
 From: 10/01/19
 To: 10/31/19

DESCRIPTION	TOTAL TRIPS	LATE TRIPS	PERCENT ON TIME	PENALTIES ASSESSED FOR TRIPS BELOW	TOTAL TRIPS PERMITTED TO BE LATE AT ASSESSED RATE	OVERAGE (LATE TRIPS BEYOND PERMITTED)	PENALTY PER TRIP	AMOUNT DUE
Penalty Assessment - On-Time Performance	12,396	632	94.90%	95.00%	620	12	\$25.00	\$300.00
TOTALS	12,396	632			620	12	\$25.00	\$300.00

TOTAL DUE:

\$300.00

Excerpt from: RFP # 3045200-2011 For Services Associated with Mountain Mobility

12. Service Standards and Specifications

12.13 On-Time Service/Wait Time: All trips must be completed as close to on-time as possible. The on-time window is not to be construed as “extra time”. Actual drop-off and pick-up times, as well as the calculated odometer reading based on collected GPS data, shall be collected for each trip through the on-board terminals. If necessary, drivers may sound a short blow on the vehicle horn immediately upon arrival. If the passenger does not come out within five (5) minutes, the driver may knock on the passenger’s door to notify them of their presence. If no response is received the driver should notify dispatch. The driver may not depart until instructed to do so by the dispatcher. Dispatchers are required to maintain a record of all such activity, and drivers must also record the trip with the appropriate selection on the on-board terminal (no-show, cancelled, etc.), as directed by the dispatcher. **The system’s goal is to perform trips on-time 95% of the time or better.**

12.39 Compliance with Standards

12.39.3 Failure to meet service quality and other standards discussed in this RFP could result in the assessment of financial penalties by Buncombe County against the contractor at any time during the course of the contract. If service penalties are assessed, the contractor will be notified in writing that the penalty has been assigned. The penalty amount will be deducted from the total service billed by the contractor. Assessment of penalties under this section does not limit the contractor's financial liability. The rights and remedies of Buncombe County in this section are not exclusive and are in addition to any other rights or remedies provided by law or this RFP. The situations below could result in an assignment of a penalty to the contractor:

- b. **Ride Time: If a contractor does not comply with acceptable on-time percentages or maximum ride time allowances, the contractor may be charged with \$25 per incident.**



Request for Proposal #: 032720 Question Responses

Attachment 5: Mileage Report

**Mountain Mobility
Mileage Report
FY 2020**

Vehicle	Status	July Total Miles	August Total Miles	September Total Miles	October Total Miles	November Total Miles	December Total Miles	January Total Miles	February Total Miles	February Ending Odometer	
16058	Active	3,711	2,857	3,008	3,476	2,684	2,081	2,662	2,791	138,866	
16059	Active	2,894	2,131	2,581	2,768	2,550	2,158	3,190	866	76,270	
16420	Active	3,463	3,013	2,624	3,205	476	0	2,272	2,988	79,904	
16421	Active	3,804	4,265	3,549	4,336	2,984	3,139	3,373	2,834	130,150	
16422	Active	3,860	3,779	2,839	851	1,109	3,245	3,249	817	121,750	
16423	Active	4,224	4,467	3,259	3,718	3,281	3,369	4,088	3,606	133,380	
16424	Active	3,187	2,364	2,314	2,039	1,869	2,076	1,412	1,650	92,220	
16595	Active	4,032	2,503	3,408	3,370	2,689	2,427	943	713	124,704	
16596	Active	3,572	3,225	2,052	4,764	3,243	2,352	3,106	2,361	87,641	
16597	Active	1,171	4,639	2,723	2,786	3,576	2,447	63	1,908	123,342	
16974	Active	4,145	3,043	654	999	0	0	60	593	94,489	
16975	Active	0	0	0	0	665	3,661	4,734	3,882	140,590	
17117	Active	2,902	2,466	2,107	2,565	2,447	1,966	1,353	1,758	82,159	
17120	Active	3,461	2,805	2,879	2,432	2,689	2,837	3,273	2,565	105,986	
17247	Active	3,542	3,591	2,887	3,999	3,404	3,271	4,614	3,564	114,646	
17248	Active	2,891	3,567	3,910	4,655	4,208	2,986	2,910	2,809	97,988	
17249	Active	3,347	3,239	3,227	2,871	3,183	3,155	3,255	2,094	112,887	
17250	Active	2,483	4,105	3,286	3,734	2,545	2,858	4,089	2,691	102,191	
17834	Active	3,414	3,165	3,336	3,134	2,715	2,719	3,109	3,447	98,600	
17835	Active	3,072	3,366	2,916	3,338	3,065	3,158	2,907	2,717	102,648	
17838	Active	3,723	3,711	2,884	3,776	2,216	2,911	3,374	2,480	99,859	
18076	Active	3,137	3,146	2,671	3,280	2,286	2,802	3,516	2,847	49,296	
18077	Active	3,011	2,468	3,221	3,407	3,639	3,471	2,896	3,306	55,095	
18705	Active	4,437	3,101	3,727	4,595	3,448	3,776	2,992	2,689	52,674	
18789	Active	4,011	3,899	3,385	3,616	1,201	6	0	0	45,043	
18790	Active	2,560	3,163	2,629	3,455	2,637	2,371	2,565	2,357	58,550	
18933	Active	3,516	2,982	2,934	2,989	2,600	2,130	2,354	2,603	41,888	
18937	Active	2,784	3,533	3,658	4,078	3,856	3,666	3,876	3,109	60,011	
18941	Active	1,497	3,356	2,759	3,822	3,065	3,094	3,434	3,174	61,045	
18983	Active	3,676	2,794	2,986	3,295	2,682	2,834	3,015	2,936	50,567	
19770	Active	8	4,044	3,624	2,976	3,525	3,303	2,952	3,403	24,064	
19771	Active	596	3,092	3,816	4,080	3,554	3,601	4,370	3,931	27,213	
19772	Active	6	2,656	2,842	3,041	2,071	2,338	2,028	3,394	18,554	
19773	Active	10	2,700	2,698	3,745	2,371	2,406	2,853	2,787	19,798	
19774	Active	807	3,341	2,839	3,602	2,872	3,385	3,301	2,805	23,763	
19775	Active	1,539	2,765	3,282	3,006	3,804	3,102	3,687	3,167	25,170	
19776	Active	1,220	3,369	3,038	3,046	3,602	3,449	3,713	3,530	25,152	
19777	Active	19	4,335	2,291	3,799	3,523	2,873	3,813	3,012	23,862	
19778	Active	1,325	2,257	2,741	3,386	2,233	2,904	3,187	3,138	21,343	
19779	Active	1,113	3,041	2,953	2,856	2,241	2,521	2,653	2,636	20,186	
19780	Active	441	3,183	2,326	3,354	2,170	2,507	1,888	2,325	18,376	
20408	Active	538	676	370	256	107	95	12	75	78,550	
13101	Active	3,249	Camera System Replacement by County Anticipated								147,032
Vehicle Miles - Revenue Vehicles		125,533	130,202	117,233	132,500	109,085	109,450	117,141	106,358		
33296 - Truck	Service Vehicle	697	780	462	547	555	341	430	447	175,442	
94339 - Admin	Service Vehicle	412	497	408	503	691	771	704	595	209,143	
Total Vehicle Miles - Revenue and Service Vehicles		126,642	131,479	118,103	133,550	110,331	110,562	118,275	107,400		



Request for Proposal #: 032720 Question Responses

Attachment 6: Revenue Vehicle State Inspections

STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT
SAFETY ONLY

Classification: SI
Electronic Authorization Number: 015
Date: 11/27/2018

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2013
Engine Size: 5400
Body Style: Full-Size Van
VIN: 1FTDS3EL4DDB29101
County: BUNCOMBE
TIN: 210050617501

Vehicle Type: Heavy Duty
Plate Number: 59806V
Odometer Reading: 132158
Number of Cylinders: 8
Type of Fuel: Gasoline
Previous Odometer:
Motor Vehicle Dealer Number:

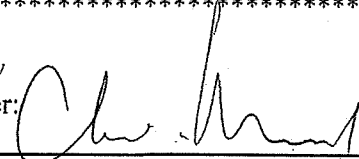
See your vehicle's registration card for your next Inspection Due Date

Safety Equipment

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights N/A
Reflectors N/A
Window Tinting N/A

Tampering Inspection

Catalytic Converter Pass
Air Injection System N/A
PCV Valve Pass
Unleaded Gas Restrictor Pass
Exhaust Gas Recirculation Pass
Thermostatic Air Control N/A
Fuel Evaporation Control Pass
Oxygen Sensor Pass
Gasoline Tank Cap Pass

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic: 

CHRISTOFER M. HOLLINSHEAD

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00000681
Waiver Number:
Owner's Repair Authorization: _____

RETAIN THIS COPY FOR YOUR RECORDS

STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY ONLY

Classification: SI
Electronic Authorization Number: 050
Date: 05/13/2019

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2016
Engine Size: 3700
Body Style: Full-Size Van
VIN: 1FTBW3XM5GKB07058
County: BUNCOMBE
TIN: 950510602008

Vehicle Type: Heavy Duty
Plate Number: 86776V
Odometer Reading: 110558
Number of Cylinders: 6
Type of Fuel: Fuel Cell Vehicles
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next inspection due date

Safety Equipment

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights N/A
Reflectors N/A
Window Tinting N/A

Tampering Inspection

Catalytic Converter N/A
Air Injection System N/A
PCV Valve N/A
Unleaded Gas Restrictor N/A
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporation Control N/A
Oxygen Sensor N/A
Gasoline Tank Cap N/A

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic: _____

VINCENT S. MORLANDO

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00001189
Waiver Number:
Owner's Repair Authorization: _____

RETAIN THIS COPY FOR YOUR RECORDS

STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY ONLY

Classification: SI
Electronic Authorization Number: 041
Date: 05/16/2019



Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2016
Engine Size: 3700
Body Style: Full-Size Van
VIN: 1FTBW3XM7GKB07059
County: BUNCOMBE
TIN: 840520607109

Vehicle Type: Light Duty
Plate Number: 86780V
Odometer Reading: 54802
Number of Cylinders: 6
Type of Fuel: Fuel Cell Vehicles
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date

Safety Equipment

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights Pass
Reflectors Pass
Window Tinting N/A

Tampering Inspection

Catalytic Converter N/A
Air Injection System N/A
PCV Valve N/A
Unleaded Gas Restrictor N/A
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporation Control N/A
Oxygen Sensor N/A
Gasoline Tank Cap N/A

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic: Steven D. Palomino

STEVEN D. PALOMINO

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00001214
Waiver Number:
Owner's Repair Authorization: _____

RETAIN THIS COPY FOR YOUR RECORDS

STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY ONLY

Classification: SI
Electronic Authorization Number: 021
Date: 09/28/2018

PASSED.

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2016
Engine Size: 3700
Body Style: Full-Size Van
VIN: 1FTBW3XM4GKB57420
County: BUNCOMBE
TIN: 020220641100

Vehicle Type: Light Duty
Plate Number: 89669V
Odometer Reading: 37279
Number of Cylinders: 6
Type of Fuel: Fuel Cell Vehicles
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next inspection due date

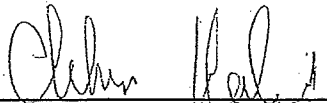
Safety Equipment

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights N/A
Reflectors N/A
Window Tinting N/A

Tampering Inspection

Catalytic Converter N/A
Air Injection System N/A
PCV Valve N/A
Unleaded Gas Restrictor N/A
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporation Control N/A
Oxygen Sensor N/A
Gasoline Tank Cap N/A

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic:



CHRISTOFER M. HOLLINSHEAD

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00000523
Waiver Number:
Owner's Repair Authorization:

RETAIN THIS COPY FOR YOUR RECORDS

DUPLICATE

STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

10/16/2019

SAFETY ONLY

Classification: SI
Electronic Authorization Number: 021
Date: 10/14/2019

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2016
Engine Size: 3700
Body Style: Full-Size Van
VIN: 1FTBW3XM6GKB57421
County: BUNCOMBE
TIN: 120210647101

Vehicle Type: Heavy Duty
Plate Number: 90655V
Odometer Reading: 115068
Number of Cylinders: 6
Type of Fuel: Gasoline
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date

Safety Equipment

Tampering Inspection

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights N/A
Reflectors N/A
Window Tinting N/A

Catalytic Converter Pass
Air Injection System N/A
PCV Valve N/A
Unleaded Gas Restrictor Pass
Exhaust Gas Recirculation Pass
Thermostatic Air Control N/A
Fuel Evaporation Control Pass
Oxygen Sensor Pass
Gasoline Tank Cap Pass

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic:

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00001703
Waiver Number:
Owner's Repair Authorization:

VINCENT S. MORLANDO

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STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY ONLY

Classification: SI
Electronic Authorization Number: 031
Date: 10/08/2019

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2016
Engine Size: 3700
Body Style: Full-Size Van
VIN: 1FTBW3XM8GKB57422
County: BUNCOMBE
TIN: 230220648102

Vehicle Type: Heavy Duty
Plate Number: 90666V
Odometer Reading: 113303
Number of Cylinders: 6
Type of Fuel: Gasoline
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next inspection due date

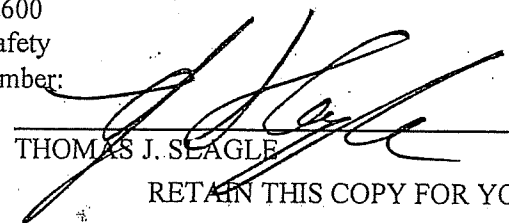
Safety Equipment

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights N/A
Reflectors N/A
Window Tinting N/A

Tampering Inspection

Catalytic Converter Pass
Air Injection System N/A
PCV Valve Pass
Unleaded Gas Restrictor Pass
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporation Control Pass
Oxygen Sensor Pass
Gasoline Tank Cap Pass

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic:


THOMAS J. SEAGLE

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00001676
Waiver Number:
Owner's Repair Authorization:

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STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT
SAFETY ONLY

Classification: SI
Electronic Authorization Number: 023
Date: 09/27/2018

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2016
Engine Size: 3700
Body Style: Full-Size Van
VIN: 1FTBW3XMXGKB57423
County: BUNCOMBE
TIN: 320210640303

Vehicle Type: Heavy Duty
Plate Number: 89670V
Odometer Reading: 75331
Number of Cylinders: 6
Type of Fuel: Gasoline
Previous Odometer:
Motor Vehicle Dealer Number:


See your vehicle's registration card for your next Inspection Due Date

Safety Equipment

Headlights	Pass
Parking Lights	Pass
Tail Lights	Pass
Beam Indicator Light/Switch	Pass
License Plate Light	Pass
Stop Light	Pass
Directional Signals	Pass
Horn	Pass
Windshield Wipers	Pass
Rear View Mirrors	Pass
Foot Brake	Pass
Emergency Brake	Pass
Steering Mechanism	Pass
Tires	Pass
Exhaust System	Pass
Clearance Lights	N/A
Reflectors	N/A
Window Tinting	N/A

Tampering Inspection

Catalytic Converter	Pass
Air Injection System	N/A
PCV Valve	Pass
Unleaded Gas Restrictor	Pass
Exhaust Gas Recirculation	Pass
Thermostatic Air Control	N/A
Fuel Evaporation Control	Pass
Oxygen Sensor	Pass
Gasoline Tank Cap	Pass

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic: 

CHRISTOFER M. HOLLINSHEAD

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00000512
Waiver Number:
Owner's Repair Authorization: _____

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STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT
SAFETY ONLY

Classification: SI
Electronic Authorization Number: 038
Date: 10/31/2018

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2016
Engine Size: 3700
Body Style: Full-Size Van
VIN: 1FTBW3XM1GKB57424
County: BUNCOMBE
TIN: 930250643804

Vehicle Type: Heavy Duty
Plate Number: 90658V
Odometer Reading: 54889
Number of Cylinders: 6
Type of Fuel: Fuel Cell Vehicles
Previous Odometer:
Motor Vehicle Dealer Number:

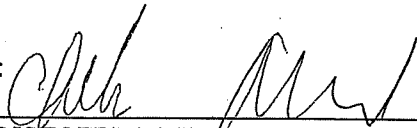
See your vehicle's registration card for your next Inspection Due Date

Safety Equipment

Tampering Inspection

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights Pass
Reflectors N/A
Window Tinting N/A

Catalytic Converter N/A
Air Injection System N/A
PCV Valve N/A
Unleaded Gas Restrictor N/A
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporation Control N/A
Oxygen Sensor N/A
Gasoline Tank Cap N/A

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic: 

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00000616
Waiver Number:
Owner's Repair Authorization: _____

CHRISTOFER M. HOLLINSHEAD

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STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT
SAFETY ONLY

Classification: SI
Electronic Authorization Number: 028
Date: 11/26/2019

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2016
Engine Size: 6800
Body Style: Bus
VIN: 1FDFE4FS4FDA34595
County: BUNCOMBE
TIN: 920930657805

Vehicle Type: Heavy Duty
Plate Number: 82707V
Odometer Reading: 120491
Number of Cylinders: 10
Type of Fuel: Gasoline
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date

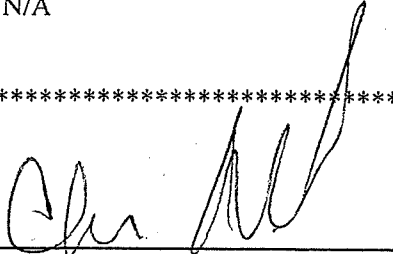
Safety Equipment

Headlights	Pass
Parking Lights	Pass
Tail Lights	Pass
Beam Indicator Light/Switch	Pass
License Plate Light	Pass
Stop Light	Pass
Directional Signals	Pass
Horn	Pass
Windshield Wipers	Pass
Rear View Mirrors	Pass
Foot Brake	Pass
Emergency Brake	Pass
Steering Mechanism	Pass
Tires	Pass
Exhaust System	Pass
Clearance Lights	Pass
Reflectors	N/A
Window Tinting	N/A

Tampering Inspection

Catalytic Converter	Pass
Air Injection System	N/A
PCV Valve	Pass
Unleaded Gas Restrictor	Pass
Exhaust Gas Recirculation	Pass
Thermostatic Air Control	N/A
Fuel Evaporation Control	Pass
Oxygen Sensor	Pass
Gasoline Tank Cap	Pass

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic:



CHRISTOPHER M. HOLLINSHEAD

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00001850
Waiver Number:
Owner's Repair Authorization:

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STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT
SAFETY ONLY

Classification: SI
Electronic Authorization Number: 013
Date: 12/12/2019

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: CHMP
Year: 2016
Engine Size: 6800
Body Style: Bus
VIN: 1FDFE4FS6FDA34596
County: BUNCOMBE
TIN: 610910657306

Vehicle Type: Heavy Duty
Plate Number: 82709V
Odometer Reading: 80904
Number of Cylinders: 10
Type of Fuel: Gasoline
Previous Odometer:
Motor Vehicle Dealer Number:


See your vehicle's registration card for your next inspection due date

Safety Equipment

Tampering Inspection

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights Pass
Reflectors N/A
Window Tinting N/A

Catalytic Converter Pass
Air Injection System N/A
PCV Valve Pass
Unleaded Gas Restrictor Pass
Exhaust Gas Recirculation Pass
Thermostatic Air Control N/A
Fuel Evaporation Control Pass
Oxygen Sensor Pass
Gasoline Tank Cap Pass

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic: 

CHRISTOFER M. HOLLINSHEAD

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00001907
Waiver Number:
Owner's Repair Authorization: _____

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STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT
SAFETY ONLY

Classification: SI
Electronic Authorization Number: 026
Date: 11/27/2019

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2016
Engine Size: 6800
Body Style: Full-Size Van
VIN: 1FDFE4FS8FDA34597
County: BUNCOMBE
TIN: 220910658607

Vehicle Type: Heavy Duty
Plate Number: 82708V
Odometer Reading: 118687
Number of Cylinders: 10
Type of Fuel: Gasoline
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date

Safety Equipment

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights N/A
Reflectors N/A
Window Tinting N/A

Tampering Inspection

Catalytic Converter Pass
Air Injection System N/A
PCV Valve Pass
Unleaded Gas Restrictor Pass
Exhaust Gas Recirculation Pass
Thermostatic Air Control N/A
Fuel Evaporation Control Pass
Oxygen Sensor Pass
Gasoline Tank Cap Pass

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic: _____

VINCENT S. MORLANDO

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00001856
Waiver Number:
Owner's Repair Authorization: _____

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STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

16974-2375

SAFETY INSPECTION ONLY

Classification: SI
Electronic Authorization No.: 046
Date: 04/25/2016

* **PASSED** *

Inspection Fee	\$12.75
E-Auth. Fee	\$0.85
Window Tinting Fee	\$0.00
Total Fees	\$13.60

Make: ~~FORD~~ Champion
Year: 2016
Engine Size (cc): 6800
Body Style: BUS
VIN: 1FDFE4FS9GDC31974
County: MECKLENBURG
TIN Number: 540730193634

Vehicle Type: Heavy Duty
Plate Number: 70120D
Odometer Reading: 264
Number of Cylinders: 10
Type of Fuel: GASOLINE
Previous Odometer:
Motor Vehicle Dealer Number: 70120D

See your vehicle's registration card for your next Inspection Due Date.

Safety Equipment

Headlights	PASS
Parking Lights	PASS
Tail Lights	PASS
Beam Indicator Light/Switch	PASS
License Plate Light	PASS
Stop Light	PASS
Directional Signals	PASS
Horn	PASS
Windshield Wipers	PASS
Rear View Mirrors	PASS
Foot Brake	PASS
Emergency Brake	PASS
Steering Mechanism	PASS
Tires	PASS
Exhaust System	PASS
Clearance Lights	PASS
Reflectors	PASS
Window Tinting	N/A

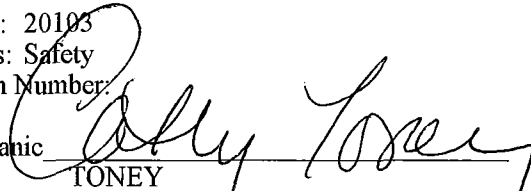
Tampering Inspection

Catalytic Converter	PASS
Air Injection System	N/A
PCV Valve	PASS
Unleaded Gas Restrictor	PASS
Exhaust Gas Recirculation	N/A
Thermostatic Air Control	N/A
Fuel Evaporative Control	PASS
Oxygen Sensor	PASS
Gasoline Tank Cap	PASS

Station Number: 20103
Inspection Class: Safety
Parts Exemption Number:

Analyzer Number: ED213743 Ver. 1102
Receipt/Statement Number: 4529

Inspector-Mechanic
CATHY



TONEY

Owner's Repair Authorization _____

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No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

16975-2376

SAFETY INSPECTION ONLY

Classification: SI
Electronic Authorization No.: 045
Date: 04/26/2016

* **PASSED** *

Inspection Fee \$12.75
E-Auth. Fee \$0.85
Window Tinting Fee \$0.00
Total Fees \$13.60

Make: ~~FORD~~ Champion
Year: 2016
Engine Size (cc): 6800
Body Style: BUS
VIN: 1FDFF4FS0GDC31975
County: MECKLENBURG
TIN Number: 640710191535

Vehicle Type: Heavy Duty
Plate Number: NONE
Odometer Reading: 330
Number of Cylinders: 8
Type of Fuel: GASOLINE
Previous Odometer:
Motor Vehicle Dealer Number: 70120D

See your vehicle's registration card for your next inspection due date.

Safety Equipment

Headlights PASS
Parking Lights PASS
Tail Lights PASS
Beam Indicator Light/Switch PASS
License Plate Light PASS
Stop Light PASS
Directional Signals PASS
Horn PASS
Windshield Wipers PASS
Rear View Mirrors PASS
Foot Brake PASS
Emergency Brake PASS
Steering Mechanism PASS
Tires PASS
Exhaust System PASS
Clearance Lights PASS
Reflectors PASS
Window Tinting N/A

Tampering Inspection

Catalytic Converter PASS
Air Injection System PASS
PCV Valve PASS
Unleaded Gas Restrictor PASS
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporative Control PASS
Oxygen Sensor PASS
Gasoline Tank Cap PASS

Station Number: 20103
Inspection Class: Safety
Parts Exemption Number:

Analyzer Number: ED213743
Receipt/Statement Number: 4531

Ver. 1102

Inspector-Mechanic
LARRY


GALLOWAY

Owner's Repair Authorization _____

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STATE OF NORTH CAROLINA
 VEHICLE INSPECTION RECEIPT/STATEMENT
 SAFETY ONLY

Classification: SI
 Electronic Authorization Number: 022
 Date: 04/22/2019

PASSED

Inspection Fee: \$12.75
 E-Auth. Fee: \$0.85
 Window Tinting Fee: \$0.00
 Total Fees: \$13.60

Make: Ford
 Year: 2017
 Engine Size: 3700
 Body Style: Full-Size Van
 VIN: 1FTBW3XM4HKA37117
 County: BUNCOMBE
 TIN: 320170614207

Vehicle Type: Heavy Duty
 Plate Number: 97411V
 Odometer Reading: 59850
 Number of Cylinders: 6
 Type of Fuel: Gasoline
 Previous Odometer:
 Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date


Safety Equipment

Headlights	Pass
Parking Lights	Pass
Tail Lights	Pass
Beam Indicator Light/Switch	Pass
License Plate Light	Pass
Stop Light	Pass
Directional Signals	Pass
Horn	Pass
Windshield Wipers	Pass
Rear View Mirrors	Pass
Foot Brake	Pass
Emergency Brake	Pass
Steering Mechanism	Pass
Tires	Pass
Exhaust System	Pass
Clearance Lights	N/A
Reflectors	N/A
Window Tinting	N/A

Tampering Inspection

Catalytic Converter	Pass
Air Injection System	N/A
PCV Valve	N/A
Unleaded Gas Restrictor	Pass
Exhaust Gas Recirculation	N/A
Thermostatic Air Control	N/A
Fuel Evaporation Control	Pass
Oxygen Sensor	Pass
Gasoline Tank Cap	Pass

Station Number: 12600
 Inspection Class: Safety
 Parts Exemption Number:
 Inspector Mechanic:



 VINCENT S. MORLANDO

Analyzer Number: DZ001325 Ver: 1104
 Receipt/Statement Number: 00001123
 Waiver Number:
 Owner's Repair Authorization: _____

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STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY INSPECTION ONLY

Classification: SI
Electronic Authorization No.: 006
Date: 04/10/2017

* **PASSED** *

Inspection Fee \$12.75
E-Auth. Fee \$0.85
Window Tinting Fee \$0.00
Total Fees \$13.60

Make: FORD
Year: 2017
Engine Size (cc): 6800
Body Style: HD TRUCK
VIN: 1FDEE3FS1HDC38120
County: MECKLENBURG
TIN Number: 100230115630

Vehicle Type: Heavy Duty
Plate Number: 29057D
Odometer Reading: 721
Number of Cylinders: 10
Type of Fuel: GASOLINE
Previous Odometer:
Motor Vehicle Dealer Number: 29057D

See your vehicle's registration card for your next Inspection Due Date.

Safety Equipment

Tampering Inspection

Headlights PASS
Parking Lights PASS
Tail Lights PASS
Beam Indicator Light/Switch PASS
License Plate Light PASS
Stop Light PASS
Directional Signals PASS
Horn PASS
Windshield Wipers PASS
Rear View Mirrors PASS
Foot Brake PASS
Emergency Brake PASS
Steering Mechanism PASS
Tires PASS
Exhaust System PASS
Clearance Lights PASS
Reflectors PASS
Window Tinting N/A

Catalytic Converter PASS
Air Injection System N/A
PCV Valve PASS
Unleaded Gas Restrictor PASS
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporative Control PASS
Oxygen Sensor PASS
Gasoline Tank Cap PASS

Station Number: 20103
Inspection Class: Safety
Parts Exemption Number:

Analyzer Number: ED213743 Ver. 1102
Receipt/Statement Number: 229

Inspector-Mechanic
CATHY


TONEY

Owner's Repair Authorization _____

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No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT
SAFETY ONLY

Classification: SI
Electronic Authorization Number: 049
Date: 05/13/2019

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2017
Engine Size: 3700
Body Style: Full-Size Van
VIN: 1FTBW3XM5HKA50247
County: BUNCOMBE
TIN: 340420627907

Vehicle Type: Light Duty
Plate Number: 95126V
Odometer Reading: 80315
Number of Cylinders: 6
Type of Fuel: Fuel Cell Vehicles
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date

Safety Equipment

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights N/A
Reflectors N/A
Window Tinting N/A

Tampering Inspection

Catalytic Converter N/A
Air Injection System N/A
PCV Valve N/A
Unleaded Gas Restrictor N/A
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporation Control N/A
Oxygen Sensor N/A
Gasoline Tank Cap N/A

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic: Steven D. Palomino

STEVEN D. PALOMINO

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00001190
Waiver Number:

Owner's Repair Authorization: _____

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STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT
SAFETY ONLY

Classification: SI
Electronic Authorization Number: 046
Date: 03/15/2019

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2017
Engine Size: 3700
Body Style: Full-Size Van
VIN: 1FTBW3XM7HKA50248
County: BUNCOMBE
TIN: 140430629608

Vehicle Type: Heavy Duty
Plate Number: 95127V
Odometer Reading: 60254
Number of Cylinders: 6
Type of Fuel: Fuel Cell Vehicles
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date

Safety Equipment

Tampering Inspection

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights N/A
Reflectors N/A
Window Tinting N/A

Catalytic Converter N/A
Air Injection System N/A
PCV Valve N/A
Unleaded Gas Restrictor N/A
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporation Control N/A
Oxygen Sensor N/A
Gasoline Tank Cap N/A

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic:

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00001020
Waiver Number:
Owner's Repair Authorization:

VINCENT S. MORLANDO

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STATE OF NORTH CAROLINA
 VEHICLE INSPECTION RECEIPT/STATEMENT
 SAFETY ONLY

Classification: SI
 Electronic Authorization Number: 031
 Date: 05/30/2019

PASSED

Inspection Fee: \$12.75
 E-Auth. Fee: \$0.85
 Window Tinting Fee: \$0.00
 Total Fees: \$13.60

Make: Ford
 Year: 2017
 Engine Size: 3700
 Body Style: Full-Size Van
 VIN: 1FTBW3XM9HKA50249
 County: BUNCOMBE
 TIN: 830440624109

Vehicle Type: Heavy Duty
 Plate Number: 96261V
 Odometer Reading: 85109
 Number of Cylinders: 6
 Type of Fuel: Fuel Cell Vehicles
 Previous Odometer:
 Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date

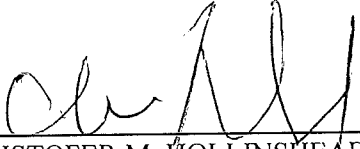
Safety Equipment

Headlights Pass
 Parking Lights Pass
 Tail Lights Pass
 Beam Indicator Light/Switch Pass
 License Plate Light Pass
 Stop Light Pass
 Directional Signals Pass
 Horn Pass
 Windshield Wipers Pass
 Rear View Mirrors Pass
 Foot Brake Pass
 Emergency Brake Pass
 Steering Mechanism Pass
 Tires Pass
 Exhaust System Pass
 Clearance Lights N/A
 Reflectors N/A
 Window Tinting N/A

Tampering Inspection

Catalytic Converter N/A
 Air Injection System N/A
 PCV Valve N/A
 Unleaded Gas Restrictor N/A
 Exhaust Gas Recirculation N/A
 Thermostatic Air Control N/A
 Fuel Evaporation Control N/A
 Oxygen Sensor N/A
 Gasoline Tank Cap N/A

Station Number: 12600
 Inspection Class: Safety
 Parts Exemption Number:
 Inspector Mechanic:



 CHRISTOFER M. HOLLINSHEAD

Analyzer Number: DZ001325 Ver: 1104
 Receipt/Statement Number: 00001245
 Waiver Number:
 Owner's Repair Authorization: _____

RETAIN THIS COPY FOR YOUR RECORDS

STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY ONLY

Classification: SI
Electronic Authorization Number: 004
Date: 05/06/2019



Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2017
Engine Size: 3700
Body Style: Full-Size Van
VIN: 1FTBW3XM5HKA50250
County: BUNCOMBE
TIN: 600510622400

Vehicle Type: Heavy Duty
Plate Number: 96262V
Odometer Reading: 70247
Number of Cylinders: 6
Type of Fuel: Gasoline
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date

Safety Equipment

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights N/A
Reflectors N/A
Window Tinting N/A

Tampering Inspection

Catalytic Converter Pass
Air Injection System N/A
PCV Valve Pass
Unleaded Gas Restrictor Pass
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporation Control Pass
Oxygen Sensor Pass
Gasoline Tank Cap Pass

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic:

THOMAS J. SLAGLE

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00001169
Waiver Number:
Owner's Repair Authorization:

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STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY INSPECTION ONLY

Classification: SI
Electronic Authorization No.: 011
Date: 04/10/2017

* PASSED *

Inspection Fee \$12.75
E-Auth. Fee \$0.85
Window Tinting Fee \$0.00
Total Fees \$13.60

Make: FORD
Year: 2017
Engine Size (cc): 6800
Body Style: HD TRUCK
VIN: 1FDEE3FS2HDC37834
County: MECKLENBURG
TIN Number: 210350186134

Vehicle Type: Heavy Duty
Plate Number: 29057D
Odometer Reading: 732
Number of Cylinders: 10
Type of Fuel: GASOLINE
Previous Odometer:
Motor Vehicle Dealer Number: 29057D

See your vehicle's registration card for your next Inspection Due Date.

Safety Equipment

Headlights PASS
Parking Lights PASS
Tail Lights PASS
Beam Indicator Light/Switch PASS
License Plate Light PASS
Stop Light PASS
Directional Signals PASS
Horn PASS
Windshield Wipers PASS
Rear View Mirrors PASS
Foot Brake PASS
Emergency Brake PASS
Steering Mechanism PASS
Tires PASS
Exhaust System PASS
Clearance Lights PASS
Reflectors PASS
Window Tinting N/A

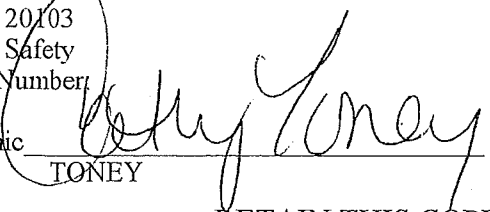
Tampering Inspection

Catalytic Converter PASS
Air Injection System N/A
PCV Valve PASS
Unleaded Gas Restrictor PASS
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporative Control PASS
Oxygen Sensor PASS
Gasoline Tank Cap PASS

Station Number: 20103
Inspection Class: Safety
Parts Exemption Number

Analyzer Number: ED213743 Ver. 1102
Receipt/Statement Number: 224

Inspector-Mechanic
CATHY



TONEY

Owner's Repair Authorization _____

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No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

~~SAFETY INSPECTION ONLY~~

Classification: SI
Electronic Authorization No.: 033
Date: 04/26/2017

* **PASSED** *

Inspection Fee \$12.75
E-Auth. Fee \$0.85
Window Tinting Fee \$0.00
Total Fees \$13.60

Make: FORD
Year: 2017
Engine Size (cc): 6800
Body Style: HD TRUCK
VIN: 1FDEE3FS4HDC37835
County: MECKLENBURG
TIN Number: 030380180335

Vehicle Type: Heavy Duty
Plate Number: 29057D
Odometer Reading: 739
Number of Cylinders: 10
Type of Fuel: GASOLINE
Previous Odometer:
Motor Vehicle Dealer Number: 29057D

See your vehicle's registration card for your next Inspection Due Date.

Safety Equipment

Headlights PASS
Parking Lights PASS
Tail Lights PASS
Beam Indicator Light/Switch PASS
License Plate Light PASS
Stop Light PASS
Directional Signals PASS
Horn PASS
Windshield Wipers PASS
Rear View Mirrors PASS
Foot Brake PASS
Emergency Brake PASS
Steering Mechanism PASS
Tires PASS
Exhaust System PASS
Clearance Lights PASS
Reflectors PASS
Window Tinting N/A

Tampering Inspection

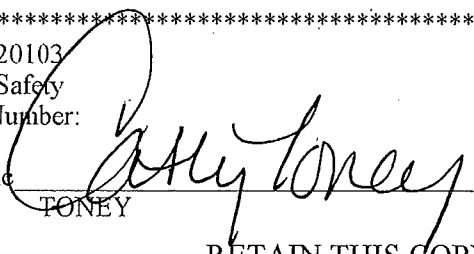
Catalytic Converter PASS
Air Injection System N/A
PCV Valve PASS
Unleaded Gas Restrictor PASS
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporative Control PASS
Oxygen Sensor PASS
Gasoline Tank Cap PASS

Station Number: 20103
Inspection Class: Safety
Parts Exemption Number:

Analyzer Number: ED213743
Receipt/Statement Number: 264

Ver. 1102

Inspector-Mechanic
CATHY



TONEY

Owner's Repair Authorization _____

RETAIN THIS COPY FOR YOUR RECORDS

No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
 VEHICLE INSPECTION RECEIPT/STATEMENT
 SAFETY AND EMISSIONS (OBDII)

Classification: IM
 Electronic Authorization Number: 048
 Date: 06/25/2019

PASSED

Inspection Fee: \$23.75
 E-Auth. Fee: \$6.25
 Window Tinting Fee: \$0.00
 Total Fees: \$30.00

Make: Ford
 Year: 2005
 Engine Size: 4000
 Body Style: Pickup
 VIN: 1FTZR15E45PA33296
 County: BUNCOMBE
 TIN: 840910622806

Vehicle Type: Light Duty
 Plate Number: 72111V
 Odometer Reading: 171063
 Number of Cylinders: 6
 Type of Fuel: Gasoline
 Previous Odometer:
 Motor Vehicle Dealer Number:

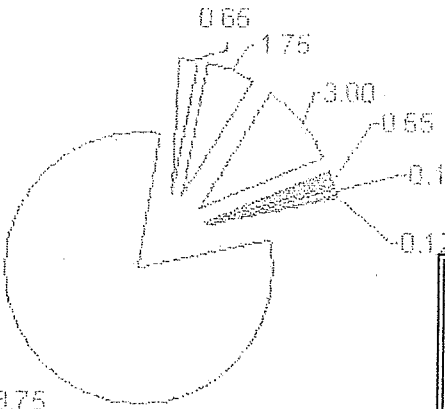
See your vehicle's registration card for your next Inspection Due Date

Safety Equipment

Headlights	Pass
Parking Lights	Pass
Tail Lights	Pass
Beam Indicator Light/Switch	Pass
License Plate Light	Pass
Stop Light	Pass
Directional Signals	Pass
Horn	Pass
Windshield Wipers	Pass
Rear View Mirrors	Pass
Foot Brake	Pass
Emergency Brake	Pass
Steering Mechanism	Pass
Tires	Pass
Exhaust System	Pass
Clearance Lights	N/A
Reflectors	N/A
Window Tinting	N/A

Tampering Inspection

Catalytic Converter	Pass
Air Injection System	N/A
PCV Valve	Pass
Unleaded Gas Restrictor	Pass
Exhaust Gas Recirculation	Pass
Thermostatic Air Control	N/A
Fuel Evaporation Control	Pass
Oxygen Sensor	Pass
Gasoline Tank Cap	Pass



OBDII Test Results

PASS

MIL Bulb Working	Pass
Connector Damage	Pass
Communications Established	Pass
MIL Commanded-On	Pass
Engine RPM at Reading	773

Station Number: 12600
 Inspection Class: Safety/Emission
 Parts Exemption Number:
 Inspector Mechanic: Christofer M. Hollinshead

Analyzer Number: DZ001325 Ver: 1104
 Receipt/Statement Number: 00001340
 Waiver Number:
 Owner's Repair Authorization: _____

CHRISTOFER M. HOLLINSHEAD

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<input type="checkbox"/> Telecommunication = \$1.75	<input type="checkbox"/> Emissions Program = \$3.00
<input type="checkbox"/> Highway Fund = \$0.55	<input type="checkbox"/> Volunteer Rescue/EMS = \$0.18
<input type="checkbox"/> Rescue Squad Relief = \$0.12	<input type="checkbox"/> Inspection Station = \$0.00(min) - \$23.75(max)
<input type="checkbox"/> Division of Air Quality = \$0.65	

Total Inspection Fee \$6.25(min) - \$30.00 (max)

STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT
SAFETY ONLY

Classification: SI
Electronic Authorization Number: 032
Date: 05/30/2019

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2018
Engine Size: 6800
Body Style: Bus
VIN: 1FDFE4FS9JDC28077
County: BUNCOMBE
TIN: 430720602207

Vehicle Type: Light Duty
Plate Number: 18749W
Odometer Reading: 25770
Number of Cylinders: 10
Type of Fuel: Gasoline
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date

Safety Equipment

Headlights	Pass
Parking Lights	Pass
Tail Lights	Pass
Beam Indicator Light/Switch	Pass
License Plate Light	Pass
Stop Light	Pass
Directional Signals	Pass
Horn	Pass
Windshield Wipers	Pass
Rear View Mirrors	Pass
Foot Brake	Pass
Emergency Brake	Pass
Steering Mechanism	Pass
Tires	Pass
Exhaust System	Pass
Clearance Lights	Pass
Reflectors	Pass
Window Tinting	N/A

Tampering Inspection

Catalytic Converter	Pass
Air Injection System	N/A
PCV Valve	Pass
Unleaded Gas Restrictor	Pass
Exhaust Gas Recirculation	Pass
Thermostatic Air Control	N/A
Fuel Evaporation Control	Pass
Oxygen Sensor	Pass
Gasoline Tank Cap	Pass

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic: Steven Palomino

STEVEN D. PALOMINO

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00001244
Waiver Number:
Owner's Repair Authorization: _____

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STATE OF NORTH CAROLINA
 VEHICLE INSPECTION RECEIPT/STATEMENT
 SAFETY ONLY

Classification: SI
 Electronic Authorization Number: 014
 Date: 04/24/2019

PASSED

Inspection Fee: \$12.75
 E-Auth. Fee: \$0.85
 Window Tinting Fee: \$0.00
 Total Fees: \$13.60

Make: Ford
 Year: 2018
 Engine Size: 3700
 Body Style: Full-Size Van
 VIN: 1FTBW3XM7JKB08705
 County: BUNCOMBE
 TIN: 910010679405

Vehicle Type: Heavy Duty
 Plate Number: 18755W
 Odometer Reading: 15056
 Number of Cylinders: 6
 Type of Fuel: Gasoline
 Previous Odometer:
 Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date

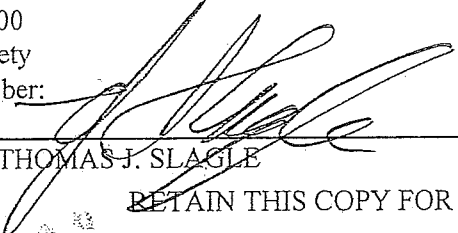
Safety Equipment

Headlights Pass
 Parking Lights Pass
 Tail Lights Pass
 Beam Indicator Light/Switch Pass
 License Plate Light Pass
 Stop Light Pass
 Directional Signals Pass
 Horn Pass
 Windshield Wipers Pass
 Rear View Mirrors Pass
 Foot Brake Pass
 Emergency Brake Pass
 Steering Mechanism Pass
 Tires Pass
 Exhaust System Pass
 Clearance Lights Pass
 Reflectors N/A
 Window Tinting N/A

Tampering Inspection

Catalytic Converter Pass
 Air Injection System N/A
 PCV Valve Pass
 Unleaded Gas Restrictor Pass
 Exhaust Gas Recirculation N/A
 Thermostatic Air Control N/A
 Fuel Evaporation Control Pass
 Oxygen Sensor Pass
 Gasoline Tank Cap Pass

Station Number: 12600
 Inspection Class: Safety
 Parts Exemption Number:
 Inspector Mechanic:


 THOMAS J. SLAGLE

Analyzer Number: DZ001325 Ver: 1104
 Receipt/Statement Number: 00001139
 Waiver Number:
 Owner's Repair Authorization:

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STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY INSPECTION ONLY

Classification: SI
Electronic Authorization No.: 049
Date: 04/18/2018

* PASSED *

Inspection Fee \$12.75
E-Auth. Fee \$0.85
Window Tinting Fee \$0.00
Total Fees \$13.60

Make: FORD
Year: 2018
Engine Size (cc): 3700
Body Style: BUS
VIN: 1FTBW3XM1JKA37789
County: MECKLENBURG
TIN Number: 840870474939

Vehicle Type: Heavy Duty
Plate Number: NONE
Odometer Reading: 698
Number of Cylinders: 6
Type of Fuel: GASOLINE
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date.

Safety Equipment

Headlights PASS
Parking Lights PASS
Tail Lights PASS
Beam Indicator Light/Switch PASS
License Plate Light PASS
Stop Light PASS
Directional Signals PASS
Horn PASS
Windshield Wipers PASS
Rear View Mirrors PASS
Foot Brake PASS
Emergency Brake PASS
Steering Mechanism PASS
Tires PASS
Exhaust System PASS
Clearance Lights PASS
Reflectors PASS
Window Tinting N/A

Tampering Inspection

Catalytic Converter PASS
Air Injection System N/A
PCV Valve PASS
Unleaded Gas Restrictor PASS
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporative Control PASS
Oxygen Sensor PASS
Gasoline Tank Cap PASS

Station Number: 20403
Inspection Class: Safety
Parts Exemption Number:

Analyzer Number: ED213400 Ver. 1102
Receipt/Statement Number: 4862

Inspector-Mechanic
MARTY


LINEBERGER

Owner's Repair Authorization _____

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STATE OF NORTH CAROLINA
 VEHICLE INSPECTION RECEIPT/STATEMENT
 SAFETY ONLY

Classification: SI
 Electronic Authorization Number: 042
 Date: 03/26/2019

PASSED

Inspection Fee: \$12.75
 E-Auth. Fee: \$0.85
 Window Tinting Fee: \$0.00
 Total Fees: \$13.60

Make: Ford
 Year: 2018
 Engine Size: 3700
 Body Style: Full-Size Van
 VIN: 1FTBW3XM8JKA37790
 County: BUNCOMBE
 TIN: 240940675200

Vehicle Type: Heavy Duty
 Plate Number: 14872W
 Odometer Reading: 18790
 Number of Cylinders: 6
 Type of Fuel: Fuel Cell Vehicles
 Previous Odometer:
 Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date

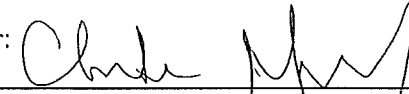
Safety Equipment

Headlights	Pass
Parking Lights	Pass
Tail Lights	Pass
Beam Indicator Light/Switch	Pass
License Plate Light	Pass
Stop Light	Pass
Directional Signals	Pass
Horn	Pass
Windshield Wipers	Pass
Rear View Mirrors	Pass
Foot Brake	Pass
Emergency Brake	Pass
Steering Mechanism	Pass
Tires	Pass
Exhaust System	Pass
Clearance Lights	N/A
Reflectors	N/A
Window Tinting	N/A

Tampering Inspection

Catalytic Converter	N/A
Air Injection System	N/A
PCV Valve	N/A
Unleaded Gas Restrictor	N/A
Exhaust Gas Recirculation	N/A
Thermostatic Air Control	N/A
Fuel Evaporation Control	N/A
Oxygen Sensor	N/A
Gasoline Tank Cap	N/A

Station Number: 12600
 Inspection Class: Safety
 Parts Exemption Number:
 Inspector Mechanic: _____


 CHRISTOFER M. HOLLINSHEAD/

Analyzer Number: DZ001325 Ver: 1104
 Receipt/Statement Number: 00001037
 Waiver Number:
 Owner's Repair Authorization: _____

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STATE OF NORTH CAROLINA
 VEHICLE INSPECTION RECEIPT/STATEMENT
 SAFETY ONLY

Classification: SI
 Electronic Authorization Number: 042
 Date: 05/16/2019

PASSED

Inspection Fee: \$12.75
 E-Auth. Fee: \$0.85
 Window Tinting Fee: \$0.00
 Total Fees: \$13.60

Make: Ford
 Year: 2018
 Engine Size: 6800
 Body Style: Bus
 VIN: 1FDEE3FS1JDC27933
 County: BUNCOMBE
 TIN: 940390698203

Vehicle Type: Light Duty
 Plate Number: 18753W
 Odometer Reading: 15521
 Number of Cylinders: 10
 Type of Fuel: Gasoline
 Previous Odometer:
 Motor Vehicle Dealer Number:

See your vehicle's registration card for your next inspection due date

Safety Equipment

Headlights Pass
 Parking Lights Pass
 Tail Lights Pass
 Beam Indicator Light/Switch Pass
 License Plate Light Pass
 Stop Light Pass
 Directional Signals Pass
 Horn Pass
 Windshield Wipers Pass
 Rear View Mirrors Pass
 Foot Brake Pass
 Emergency Brake Pass
 Steering Mechanism Pass
 Tires Pass
 Exhaust System Pass
 Clearance Lights Pass
 Reflectors Pass
 Window Tinting N/A

Tampering Inspection

Catalytic Converter Pass
 Air Injection System N/A
 PCV Valve Pass
 Unleaded Gas Restrictor Pass
 Exhaust Gas Recirculation Pass
 Thermostatic Air Control N/A
 Fuel Evaporation Control Pass
 Oxygen Sensor Pass
 Gasoline Tank Cap Pass

Station Number: 12600
 Inspection Class: Safety
 Parts Exemption Number:
 Inspector Mechanic: Steven D. Palomino

STEVEN D. PALOMINO

Analyzer Number: DZ001325 Ver: 1104
 Receipt/Statement Number: 00001210
 Waiver Number:
 Owner's Repair Authorization: _____

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STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT
SAFETY ONLY

Classification: SI
Electronic Authorization Number: 037
Date: 05/21/2019

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2018
Engine Size: 6800
Body Style: Bus
VIN: 1FDEE3FS9JDC27937
County: BUNCOMBE
TIN: 730360696707

Vehicle Type: Light Duty
Plate Number: 18750W
Odometer Reading: 28183
Number of Cylinders: 10
Type of Fuel: Gasoline
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date

Safety Equipment

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights Pass
Reflectors Pass
Window Tinting N/A

Tampering Inspection

Catalytic Converter Pass
Air Injection System N/A
PCV Valve Pass
Unleaded Gas Restrictor Pass
Exhaust Gas Recirculation Pass
Thermostatic Air Control N/A
Fuel Evaporation Control Pass
Oxygen Sensor Pass
Gasoline Tank Cap Pass

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic: Steven Palomino

STEVEN D. PALOMINO

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00001226
Waiver Number:
Owner's Repair Authorization: _____

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STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT
SAFETY ONLY

Classification: SI
Electronic Authorization Number: 002
Date: 05/08/2019

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2018
Engine Size: 6800
Body Style: Full-Size Van
VIN: 1FDEE3FS0JDC27941
County: BUNCOMBE
TIN: 000410691201

Vehicle Type: Heavy Duty
Plate Number: 18751W
Odometer Reading: 30290
Number of Cylinders: 10
Type of Fuel: Gasoline
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date

Safety Equipment

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights N/A
Reflectors N/A
Window Tinting N/A

Tampering Inspection

Catalytic Converter Pass
Air Injection System N/A
PCV Valve Pass
Unleaded Gas Restrictor Pass
Exhaust Gas Recirculation Pass
Thermostatic Air Control N/A
Fuel Evaporation Control Pass
Oxygen Sensor Pass
Gasoline Tank Cap Pass

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic: _____

VINCENT S. MORLANDO

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00001174
Waiver Number:
Owner's Repair Authorization: _____

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STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT
SAFETY ONLY

Classification: SI
Electronic Authorization Number: 033
Date: 05/29/2019

PASSED

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: Ford
Year: 2018
Engine Size: 6800
Body Style: Full-Size Van
VIN: 1FDEE3FS5JDC27983
County: BUNCOMBE
TIN: 730880694303

Vehicle Type: Heavy Duty
Plate Number: 18752W
Odometer Reading: 22581
Number of Cylinders: 10
Type of Fuel: Gasoline
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next Inspection Due Date

Safety Equipment

Headlights Pass
Parking Lights Pass
Tail Lights Pass
Beam Indicator Light/Switch Pass
License Plate Light Pass
Stop Light Pass
Directional Signals Pass
Horn Pass
Windshield Wipers Pass
Rear View Mirrors Pass
Foot Brake Pass
Emergency Brake Pass
Steering Mechanism Pass
Tires Pass
Exhaust System Pass
Clearance Lights N/A
Reflectors N/A
Window Tinting N/A

Tampering Inspection

Catalytic Converter Pass
Air Injection System N/A
PCV Valve Pass
Unleaded Gas Restrictor Pass
Exhaust Gas Recirculation Pass
Thermostatic Air Control N/A
Fuel Evaporation Control Pass
Oxygen Sensor Pass
Gasoline Tank Cap Pass

Station Number: 12600
Inspection Class: Safety
Parts Exemption Number:
Inspector Mechanic: _____

Analyzer Number: DZ001325 Ver: 1104
Receipt/Statement Number: 00001242
Waiver Number:
Owner's Repair Authorization: _____

VINCENT S. MORLANDO

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STATE OF NORTH CAROLINA
 VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY INSPECTION ONLY

Classification: SI	*****	Inspection Fee	\$12.75
Electronic Authorization No: 025	* PASSED *	Inspection Auth. Fee	\$0.85
Date: 06/26/2019	*****	Window Tinting Fee	\$0.00
		Total Fee	\$13.60

Make: FORD	Vehicle Type: Heavy Duty
Year: 2019	Plate Number: NCN1
Engine Size (cc): 3700	Odometer Reading: 87
Body Style: BUS	Number of Cylinders: 8
VIN: 1FDVU4NM6KKA79770	Type of Fuel: GASOLINE
County: MECKLENBURG	Previous Odometer:
TIN Number: 920730473530	Motor Vehicle Dealer Number:

See your vehicle's registration card for your next inspection due date.

Safety Equipment		Tampering Inspection	
Headlights	PASS	Catalytic Converter	PASS
Parking Lights	PASS	Air Injection System	PASS
Tail Lights	PASS	PCV Valve	PASS
Beam Indicator Light/Switch	PASS	Unleaded Gas Restrictor	PASS
License Plate Light	PASS	Exhaust Gas Recirculation	PASS
Stop Light	PASS	Thermostatic A/C Control	PASS
Directional Signals	PASS	Fuel Evaporative Control	PASS
Horn	PASS	Oxygen Sensor	PASS
Windshield Wipers	PASS	Gasoline Tank Cap	PASS
Rear View Mirrors	PASS		
Foot Brake	PASS		
Emergency Brake	PASS		
Steering Mechanism	PASS		
Tires	PASS		
Exhaust System	PASS		
Clearance Lights	PASS		
Reflectors	PASS		
Window Tinting	N/A		

Station Number: 20403	Analyzer Number: ED2134	Ver: 1102
Inspection Class: Safety	Receipt/Statement Number: 5005	
Parts Exemption Number:		

Inspector-Mechanic: Marty Lineberger Owner's Repair Authorization: _____
 MARTY LINEBERGER

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No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
 VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY INSPECTION ONLY

Classification: SI	*****	Inspection Fee	\$12.75
Electronic Authorization No: 051	* PASSED *	Reg-Auth. Fee	\$0.85
Date: 06/21/2019	*****	Window Tinting Fee	\$0.00
		Total Fees	\$13.60

Make: FORD	Vehicle Type: Heavy Duty
Year: 2019	Plate Number: NONE
Engine Size (cc): 3700	Odometer Reading:
Body Style: BUS	Number of Cylinders:
VIN: 1FDVU4NM8KKA79771	Type of Fuel: GASOLINE
County: MECKLENBURG	Previous Odometer:
TIN Number: 730740470131	Motor Vehicle Dealer Number:

See your vehicle's registration card for your next inspection due date.

Safety Equipment		Tampering Inspection	
Headlights	PASS	Catalytic Converter	PASS
Parking Lights	PASS	Air Injection System	N/A
Tail Lights	PASS	PCV Valve	PASS
Beam Indicator Light/Switch	PASS	Unleaded Gas Restrictor	PASS
License Plate Light	PASS	Exhaust Gas Recirculation	N/A
Stop Light	PASS	Thermostatic Air Control	N/A
Directional Signals	PASS	Fuel Evaporative Control	PASS
Horn	PASS	Oxygen Sensor	PASS
Windshield Wipers	PASS	Gasoline Tank Cap	PASS
Rear View Mirrors	PASS		
Foot Brake	PASS		
Emergency Brake	PASS		
Steering Mechanism	PASS		
Tires	PASS		
Exhaust System	PASS		
Clearance Lights	PASS		
Reflectors	PASS		
Window Tinting	N/A		

Station Number: 20403	Analyzer Number: ED213400	Ver. 1102
Inspection Class: Safety	Receipt/Statement Number: 5794	
Parts Exemption Number:		

Inspector-Mechanic: Marty Lineberger Owner's Repair Authorization: _____
 MARTY LINEBERGER

RETAIN THIS COPY FOR YOUR RECORDS

No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
 VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY INSPECTION ONLY

Classification: SI
 Electronic Authorization No: 024
 Date: 06/27/2019

 * **PASSED** *

Inspection Fee: \$12.75
 E-Auth. Fee: \$0.85
 Window Tinting Fee: \$0.00
 Total Fees: \$13.60

Make: FORD
 Year: 2019
 Engine Size (cc): 3700
 Body Style: BUS
 VIN: 1FDVU4XMXKKA79772
 County: MECKLENBURG
 TIN Number: 720720477432

Vehicle Type: Heavy Duty
 Plate Number: NONE
 Odometer Reading: 70
 Number of Cylinders: 6
 Type of Fuel: GASOLINE
 Previous Odometer:
 Motor Vehicle Dealer Number:

See your vehicle's registration card for your next inspection due date.

Safety Equipment

Headlights: PASS
 Parking Lights: PASS
 Tail Lights: PASS
 Beam Indicator Light/Switch: PASS
 License Plate Light: PASS
 Stop Light: PASS
 Directional Signals: PASS
 Horn: PASS
 Windshield Wipers: PASS
 Rear View Mirrors: PASS
 Foot Brake: PASS
 Emergency Brake: PASS
 Steering Mechanism: PASS
 Tires: PASS
 Exhaust System: PASS
 Clearance Lights: PASS
 Reflectors: PASS
 Window Tinting: N/A

Tampering Inspection

Catalytic Converter: PASS
 Air Injection System: N/A
 PCV Valve: PASS
 Unleaded Gas Restrictor: PASS
 Exhaust Gas Recirculation: N/A
 Thermostatic Air Control: N/A
 Fuel Evaporative Control: PASS
 Oxygen Sensor: PASS
 Gasoline Tank Cap: PASS

Station Number: 20403
 Inspection Class: Safety
 Parts Exemption Number:

Analyzer Number: ED213400 Ver. 1102
 Receipt/Statement Number: 500

Inspector-Mechanic: Marty Lineberger
 MARTY LINEBERGER

Owner's Repair Authorization: _____

RETAIN THIS COPY FOR YOUR RECORDS

No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
 VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY INSPECTION ONLY

Classification: SI
 Electronic Authorization No: 015
 Date: 07/03/2019

 * PASSED *

Inspection Fee: \$12.75
 -Auth. Fee: \$0.85
 Window Tinting Fee: \$0.00
 Total Fee: \$13.60

Make: FORD
 Year: 2019
 Engine Size (cc): 3700
 Body Style: BUS
 VIN: 1FDVU4NM1KKA79773
 County: MECKLENBURG
 TIN Number: 110740479533

Vehicle Type: Light Duty
 Plate Number: N/A
 Odometer Reading: N/A
 Number of Cylinders: 4
 Type of Fuel: GASOLINE
 Previous Odometer: N/A
 Motor Vehicle Dealer Number: N/A

See your vehicle's registration card for your next inspection due date.

Safety Equipment

Headlights: PASS
 Parking Lights: PASS
 Tail Lights: PASS
 Beam Indicator Light/Switch: PASS
 License Plate Light: PASS
 Stop Light: PASS
 Directional Signals: PASS
 Horn: PASS
 Windshield Wipers: PASS
 Rear View Mirrors: PASS
 Foot Brake: PASS
 Emergency Brake: PASS
 Steering Mechanism: PASS
 Tires: PASS
 Exhaust System: PASS
 Clearance Lights: PASS
 Reflectors: PASS
 Window Tinting: N/A

Tampering Inspection

Catalytic Converter: PASS
 Air Injection System: N/A
 PCV Valve: PASS
 Unleaded Gas Restrictor: PASS
 Exhaust Gas Recirculation: N/A
 Thermostatic Air Control: N/A
 Fuel Evaporative Control: PASS
 Oxygen Sensor: PASS
 Gasoline Tank Cap: PASS

Station Number: 20403
 Inspection Class: Safety
 Parts Exemption Number: N/A

Analyzer Number: ED213-00000000000000000000
 Receipt/Statement Number: 8825
 Ver. 1102

Inspector-Mechanic: Marty Linberger
 MARTY LINEBERGER

Owner's Repair Authorization: _____

RETAIN THIS COPY FOR YOUR RECORDS

No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
 VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY INSPECTION ONLY

Classification: SI	*****	Inspection Fee	\$12.75
Electronic Authorization No: 025	* PASSED *	Inspection -Auth. Fee	\$0.85
Date: 06/27/2019	*****	Window Tinting Fee	\$0.00
		Total Fees	\$13.60

Make: FORD	Vehicle Type: Heavy Duty
Year: 2019	Plate Number: 800M
Engine Size (cc): 3700	Odometer Reading: 60
Body Style: BUS	Number of Cylinders: 6
VIN: 1FDVU4XMKKA79774	Type of Fuel: GASOLINE
County: MECKLENBURG	Previous Odometer:
TIN Number: 020710476334	Motor Vehicle Dealer Number:

See your vehicle's registration card for your next inspection due date.

Safety Equipment		Tampering Inspection	
Headlights	PASS	Catalytic Converter	PASS
Parking Lights	PASS	Air Injection System	PASS
Tail Lights	PASS	PCV Valve	PASS
Beam Indicator Light/Switch	PASS	Unleaded Gas Restrictor	PASS
License Plate Light	PASS	Exhaust Gas Recirculation	PASS
Stop Light	PASS	Thermostatic Air Control	PASS
Directional Signals	PASS	Fuel Evaporative Control	PASS
Horn	PASS	Oxygen Sensor	PASS
Windshield Wipers	PASS	Gasoline Tank Cap	PASS
Rear View Mirrors	PASS		
Foot Brake	PASS		
Emergency Brake	PASS		
Steering Mechanism	PASS		
Tires	PASS		
Exhaust System	PASS		
Clearance Lights	PASS		
Reflectors	PASS		
Window Tinting	N/A		

Station Number: 20403	Analyzer Number: ED2134	Ver: 1102
Inspection Class: Safety	Receipt/Statement Number: 8809	
Parts Exemption Number:		

Inspector-Mechanic Marty Lineberger Owner's Repair Authorization _____
 MARTY LINEBERGER

RETAIN THIS COPY FOR YOUR RECORDS

No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY INSPECTION ONLY

Classification: SI
Electronic Authorization No 029
Date: 06/21 2019

* PASSED *

Inspection Fee \$12.75
E-Auth. Fee \$0.85
Window Tinting Fee \$0.00
Total Fees \$13.60

Make: FORD
Year: 2019
Engine Size (cc): 3700
Body Style: BUS
VIN: 1FDVU4NM5KKA79775
County: MECKLENBURG
TIN Number: 320710472935

Vehicle Type: Heavy Duty
Plate Number: NONE
Odometer Reading: 670
Number of Cylinders: 6
Type of Fuel: GASOLINE
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next inspection Due Date.

Safety Equipment

Headlights PASS
Parking Lights PASS
Tail Lights PASS
Beam Indicator Light/Switch PASS
License Plate Light PASS
Stop Light PASS
Directional Signals PASS
Horn PASS
Windshield Wipers PASS
Rear View Mirrors PASS
Foot Brake PASS
Emergency Brake PASS
Steering Mechanism PASS
Tires PASS
Exhaust System PASS
Clearance Lights PASS
Reflectors PASS
Window Tinting N/A

Tampering Inspection

Catalytic Converter PASS
Air Injection System N/A
PCV Valve PASS
Unleaded Gas Restrictor PASS
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporative Control PASS
Oxygen Sensor PASS
Gasoline Tank Cap PASS

Station Number: 20403
Inspection Class: Safety
Parts Exemption Number:

Analyzer Number: ED213400 Ver. 1102
Receipt/Statement Number: 5796

Inspector-Mechanic Marty Lineberger
MARTY LINEBERGER

Owner's Repair Authorization _____

RETAIN THIS COPY FOR YOUR RECORDS

No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY INSPECTION ONLY

Classification: SI
Electronic Authorization No: 028
Date: 06/24/2019

* **PASSED** *

Inspection Fee: \$12.75
E-Auth. Fee: \$0.85
Window Tinting Fee: \$0.00
Total Fees: \$13.60

Make: FORD
Year: 2019
Engine Size (cc): 3700
Body Style: BUS
VIN: 1FDVU4NM7KKA79776
County: MECKLENBURG
TIN Number: 320710471836

Vehicle Type: Heavy Duty
Plate Number: NONE
Odometer Reading: 15
Number of Cylinders: 6
Type of Fuel: GASOLINE
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next inspection due date.

Safety Equipment

Headlights PASS
Parking Lights PASS
Tail Lights PASS
Beam Indicator Light/Switch PASS
License Plate Light PASS
Stop Light PASS
Directional Signals PASS
Horn PASS
Windshield Wipers PASS
Rear View Mirrors PASS
Foot Brake PASS
Emergency Brake PASS
Steering Mechanism PASS
Tires PASS
Exhaust System PASS
Clearance Lights PASS
Reflectors PASS
Window Tinting N/A

Tampering Inspection

Catalytic Converter PASS
Air Injection System N/A
PCV Valve PASS
Unleaded Gas Restrictor PASS
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporative Control PASS
Oxygen Sensor PASS
Gasoline Tank Cap PASS

Station Number: 20403
Inspection Class: Safety
Parts Exemption Number:

Analyzer Number: ED213400 Ver. 1102
Receipt/Statement Number: 897

Inspector-Mechanic: Marty Lineberger
MARTY LINEBERGER

Owner's Repair Authorization: _____

RETAIN THIS COPY FOR YOUR RECORDS

No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
 VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY INSPECTION ONLY

Classification: SI	*****	Inspection Fee	\$12.75
Electronic Authorization No: 020	* PASSED *	-Auth. Fee	\$0.85
Date: 06/27/2019	*****	Window Tinting Fee	\$0.00
		Total Fees	\$13.60

Make: FORD	Vehicle Type: Heavy Duty
Year: 2019	Plate Number: NCN1
Engine Size (cc): 3700	Odometer Reading: 0
Body Style: BUS	Number of Cylinders: 6
VIN: 1FDVU4XMPKKA79777	Type of Fuel: GASOLINE
County: MECKLENBURG	Previous Odometer:
TIN Number: 320710476037	Motor Vehicle Dealer Number:

See your vehicle's registration card for your next inspection due date.

Safety Equipment		Tampering Inspection	
Headlights	PASS	Catalytic Converter	PASS
Parking Lights	PASS	Air Injection System	PASS
Tail Lights	PASS	PCV Valve	PASS
Beam Indicator Light/Switch	PASS	Unleaded Gas Restrictor	PASS
License Plate Light	PASS	Exhaust Gas Recirculation	PASS
Stop Light	PASS	Thermostatic Air Control	PASS
Directional Signals	PASS	Fuel Evaporative Control	PASS
Horn	PASS	Oxygen Sensor	PASS
Windshield Wipers	PASS	Gasoline Tank Cap	PASS
Rear View Mirrors	PASS		
Foot Brake	PASS		
Emergency Brake	PASS		
Steering Mechanism	PASS		
Tires	PASS		
Exhaust System	PASS		
Clearance Lights	PASS		
Reflectors	PASS		
Window Tinting	N/A		

Station Number: 20403	Analyzer Number: ED213400	Ver. 1102
Inspection Class: Safety	Receipt/Statement Number: 0012	
Parts Exemption Number:		

Inspector-Mechanic: Marty Lineberger Owner's Repair Authorization: _____
 MARTY LINEBERGER

RETAIN THIS COPY FOR YOUR RECORDS

No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
 VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY INSPECTION ONLY

Classification: SI
 Electronic Authorization No: 017
 Date: 07/02 2019

 * **PASSED** *

Inspection Fee: \$12.75
 -Auth. Fee: \$0.85
 Window Tinting Fee: \$0.00
 Total Fee: \$13.60

Make: FORD
 Year: 2019
 Engine Size (cc): 3700
 Body Style: BUS
 VIN: 1FDVU4XMKK79778
 County: MECKLENBURG
 TIN Number: 210710478738

Vehicle Type: Heavy Duty
 Plate Number: SC91
 Odometer Reading: 607
 Number of Cylinders: 6
 Type of Fuel: GASOLINE
 Previous Odometer:
 Motor Vehicle Dealer Number:

See your vehicle's registration card for your next inspection due date.

Safety Equipment		Tampering Inspection	
Headlights	PASS	Catalytic Converter	PASS
Parking Lights	PASS	Air Injection System	PASS
Tail Lights	PASS	PCV Valve	PASS
Beam Indicator Light/Switch	PASS	Unleaded Gas Restrictor	PASS
License Plate Light	PASS	Exhaust Gas Recirculation	PASS
Stop Light	PASS	Thermostatic Air Control	PASS
Directional Signals	PASS	Fuel Evaporative Control	PASS
Horn	PASS	Oxygen Sensor	PASS
Windshield Wipers	PASS	Gasoline Tank Cap	PASS
Rear View Mirrors	PASS		
Foot Brake	PASS		
Emergency Brake	PASS		
Steering Mechanism	PASS		
Tires	PASS		
Exhaust System	PASS		
Clearance Lights	PASS		
Reflectors	PASS		
Window Tinting	N/A		

Station Number: 20403
 Inspection Class: Safety
 Parts Exemption Number:

Analyzer Number: ED213400 Ver. 1102
 Receipt/Statement Number: 2019

Inspector-Mechanic: Marty Lineberger
 MARTY LINEBERGER

Owner's Repair Authorization: _____

RETAIN THIS COPY FOR YOUR RECORDS

No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY INSPECTION ONLY

Classification: SI
Electronic Authorization No 052
Date: 06/20/2019

* **PASSED** *

Inspection Fee \$12.75
E-Auth. Fee \$0.85
Window Tinting Fee \$0.00
Total Fees \$13.60

Make: FORD
Year: 2019
Engine Size (cc): 3700
Body Style: BUS
VIN: 1FDVU4XMEKKA79779
County: MECKLENBURG
TIN Number: 430720476239

Vehicle Type: Heavy Duty
Plate Number: NONE
Odometer Reading: 88
Number of Cylinders: 6
Type of Fuel: GASOLINE
Previous Odometer:
Motor Vehicle Dealer Number:

See your vehicle's registration card for your next inspection due date.

Safety Equipment

Tampering Inspection

Headlights PASS
Parking Lights PASS
Tail Lights PASS
Beam Indicator Light/Switch PASS
License Plate Light PASS
Stop Light PASS
Directional Signals PASS
Horn PASS
Windshield Wipers PASS
Rear View Mirrors PASS
Foot Brake PASS
Emergency Brake PASS
Steering Mechanism PASS
Tires PASS
Exhaust System PASS
Clearance Lights PASS
Reflectors PASS
Window Tinting N/A

Catalytic Converter PASS
Air Injection System N/A
PCV Valve PASS
Unleaded Gas Restrictor PASS
Exhaust Gas Recirculation N/A
Thermostatic Air Control N/A
Fuel Evaporative Control PASS
Oxygen Sensor PASS
Gasoline Tank Cap PASS

Station Number: 20403
Inspection Class: Safety
Parts Exemption Number:

Analyzer Number: ED213400 Ver. 1102
Receipt/Statement Number: 8098

Inspector-Mechanic
MARTY

Marty Lineberger
LINEBERGER

Owner's Repair Authorization _____

RETAIN THIS COPY FOR YOUR RECORDS

No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
 VEHICLE INSPECTION RECEIPT/STATEMENT

SAFETY INSPECTION ONLY

Classification: SI	*****	Inspection Fee	\$12.75
Electronic Authorization No: 010	* PASSED *	-Auth. Fee	\$0.85
Date: 07/05/2019	*****	Window Tinting Fee	\$0.00
		Total Fees	\$13.60

Make: FORD	Vehicle Type: Heavy Duty
Year: 2019	Plate Number: 33XN1
Engine Size (cc): 3700	Odometer Reading: 1
Body Style: BUS	Number of Cylinders: 6
VIN: 1FDVU4NM9KKA79780	Type of Fuel: GASOLINE
County: MECKLENBURG	Previous Odometer:
TIN Number: 810840472630	Motor Vehicle Dealer Number:

See your vehicle's registration card for your next inspection due date.

Safety Equipment		Tampering Inspection	
Headlights	PASS	Catalytic Converter	PASS
Parking Lights	PASS	Air Injection System	PASS
Tail Lights	PASS	PCV Valve	PASS
Beam Indicator Light/Switch	PASS	Unleaded Gas Restrictor	PASS
License Plate Light	PASS	Exhaust Gas Recirculation	PASS
Stop Light	PASS	Thermostatic A/C Control	PASS
Directional Signals	PASS	Fuel Evaporative Control	PASS
Horn	PASS	Oxygen Sensor	PASS
Windshield Wipers	PASS	Gasoline Tank Cap	PASS
Rear View Mirrors	PASS		
Foot Brake	PASS		
Emergency Brake	PASS		
Steering Mechanism	PASS		
Tires	PASS		
Exhaust System	PASS		
Clearance Lights	PASS		
Reflectors	PASS		
Window Tinting	N/A		

Station Number: 20403	Analyzer Number: ED213400	Ver. 1102
Inspection Class: Safety	Receipt/Statement Number: 8888	
Parts Exemption Number:		

Inspector-Mechanic: Marty Lineberger Owner's Repair Authorization: _____
 MARTY LINEBERGER

RETAIN THIS COPY FOR YOUR RECORDS

No matching record was found on file for this vehicle on the State Host computer. It is your responsibility to contact DMV to resolve this issue and ensure credit for this inspection.

STATE OF NORTH CAROLINA
VEHICLE INSPECTION RECEIPT/STATEMENT
SAFETY AND EMISSIONS (OBDII)

Classification: IM
Electronic Authorization Number: 039
Date: 02/06/2012

PASSED

Inspection Fee: \$23.75
E-Auth. Fee: \$6.25
Window Tinting Fee: \$0.00
Total Fees: \$30.00

Vehicle Type: Light Duty
Plate Number: 35086T
Odometer Reading: 14833
Number of Cylinders: 6
Type of Fuel: Gasoline
Previous Odometer:
Motor Vehicle Dealer Number:

MW Mod
Make: Dodge
Year: 2011
Engine Size: 3600
Body Style: Sport/Utility Vehicle
VIN: 3D4PH1FG8BT520408
County: BUNCOMBE
TIN: 134060746918

See your vehicle's registration card for your next inspection due date

Safety Equipment

- Headlights _____ Pass
- Parking Lights _____ Pass
- Tail Lights _____ Pass
- Beam Indicator Light/Switch _____ Pass
- License Plate Light _____ Pass
- Stop Light _____ Pass
- Directional Signals _____ Pass
- Horn _____ Pass
- Windshield Wipers _____ Pass
- Rear View Mirrors _____ Pass
- Foot Brake _____ Pass
- Emergency Brake _____ Pass
- Steering Mechanism _____ Pass
- Tires _____ Pass
- Exhaust System _____ Pass
- Clearance Lights _____ N/A
- Reflectors _____ N/A
- Window Tinting _____ N/A

Tampering Inspection

- Catalytic Converter _____ Pass
- Air Injection System _____ N/A
- PCV Valve _____ Pass
- Unleaded Gas Restrictor _____ Pass
- Exhaust Gas Recirculation _____ Pass
- Thermostatic Air Control _____ N/A
- Fuel Evaporation Control _____ Pass
- Oxygen Sensor _____ Pass
- Gasoline Tank Cap _____ Pass

OBDII Test Results

- PASS**
- MIL Bulb Working _____ Pass
 - Connector Damage _____ Pass
 - Communications Established _____ Pass
 - MIL Commanded-On _____ Pass
 - Engine RPM at Reading _____ 753

Station Number: 32741
Inspection Class: Safety/Emission
Parts Exemption Number:
Inspector Mechanic: *[Signature]*

DARRELL M. HONEYCUTT

Analyzer Number: DZ001344 Ver: 1004
Receipt/Statement Number: 00002120
Waiver Number:
Owner's Repair Authorization:

RETAIN THIS COPY FOR YOUR RECORDS

- Telecommunication = \$1.75
- Highway Fund = \$0.55
- Rescue Squad Relief = \$0.12
- Division of Air Quality = \$0.65
- Emissions Program = \$3.00
- Volunteer Rescue/EMS = \$0.18
- Inspection Station = \$0.00(min) - \$23.75(max)

Total Inspection Fee \$6.25(min) - \$30.00 (max)



Request for Proposal #: 032720 Question Responses

Attachment 7: Contractor Invoices



INVOICE

December 11, 2019

No. 11OBC19

Buncombe County Planning and Development

matthew.cable@buncombecounty.org

william.high@buncombecounty.org

46 Valley Street

Asheville, NC 28801

Contract # 12-MM-002

PO016932

Professional services rendered for the management and operation of Mountain Mobility, Buncombe County's Community Transportation Service for the month of November 2019.

108,468.00 miles @	\$2.3628 per mile	\$256,288.19
	Less Farebox Revenue	(\$7,311.00)
		<hr/> \$248,977.19 <hr/>

Thank You

Chris Sizemore

Accountant



INVOICE

January 13, 2020

No. 12OBC19

Buncombe County Planning and Development

matthew.cable@buncombecounty.org

william.high@buncombecounty.org

46 Valley Street

Asheville, NC 28801

Contract # 12-MM-002

PO016932

Professional services rendered for the management and operation of Mountain Mobility, Buncombe County's Community Transportation Service for the month of December 2019.

108,532.00 miles @	\$2.3628 per mile	\$256,439.41
	Less Farebox Revenue	(\$8,049.00)
		<hr/> \$248,390.41 <hr/>

Thank You

Chris Sizemore
Accountant

INVOICE

February 7, 2020

No. 01OBC20

Buncombe County Planning and Development

matthew.cable@buncombecounty.org

william.high@buncombecounty.org

46 Valley Street
Asheville, NC 28801

Contract # 12-MM-002

PO016932

Professional services rendered for the management and operation of Mountain Mobility, Buncombe County's Community Transportation Service for the month of January 2020.

115,237.00 miles @	\$2.3628 per mile	\$272,281.98
	Less Farebox Revenue	(\$8,420.00)

\$263,861.98

Thank You

Chris Sizemore
Accountant



Request for Proposal #: 032720 Question Responses

Attachment 8: Current Contract

CONTRACT RENEWAL AGREEMENT

Between

Buncombe County

and

McDonald Transit Associates, Inc.

July 1, 2019 – June 30, 2020

CONTRACT RENEWAL AGREEMENT

Let this document renew and modify the existing Contract No. 12-MM-002 dated July 1, 2011, between RATP Dev USA Inc. (f/k/a McDonald Transit Associates, Inc.) (Contractor) and Buncombe County (County), as follows:

Whereas, the contract term was extended under Renewal Option 1 from July 1, 2014, to June 30, 2017, in accordance with options to renew in the original contract; and

Whereas, the contract term was extended under Renewal Option 2 from July 1, 2017, to June 30, 2020, in accordance with options to renew in the original contract; and

Whereas, contemporaneously with the execution of the Renewal Option 2 from July 1, 2017, to June 30, 2020, the parties agreed to negotiate the project budget and service levels for Year 2 and 3 of the second renewal option period.

Whereas, Buncombe County Transit Mgmt., Inc., is a subsidiary of RATP Dev USA, Inc. (f/k/a McDonald Transit Associates, Inc.)

Now Therefore:

1. The Project Budget, Attachment C to Contract No. 12-MM-002, is modified and accepted as set forth in Exhibit 1 hereto;

All other terms and conditions of the original Contract and Contract Renewal Agreements shall remain and are hereby incorporated as if fully set forth herein.

{Signature Page Follows}

AGREED AND ACCEPTED BY:

Buncombe County Transit Mgmt., Inc.

By: [Signature]

Printed Name and Title:

Jon Stevens
CFO

Subscribed and sworn to before me this 3rd day of June, 2019.

[Signature]
Notary Public



My commission expires: 2/7/2020

BUNCOMBE COUNTY

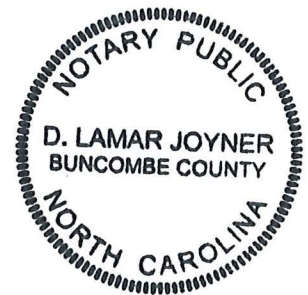
By: [Signature]

Printed Name and Title:

Avril M. Pinder
County Manager

Subscribed and sworn to before me this 2ND day of JULY, 2019.

[Signature]
Notary Public



My commission expires: 8/30/2023

**This Instrument has been
preaudited in the Manner
required by Local Government
Budget and Fiscal Control Act.**

[Signature]

Mountain Mobility
Buncombe County's Community Transportation System

PROJECT BUDGET

RATP-Dev North America/McDonald Transit Associates, Inc., dba Buncombe County Transit Management, Inc.	FY 2018 - FY 2020		
Expenses	Contract Renewal Option 2		
	FY 2018	FY 2019	FY 2020
Administration			
Salaries/Wages/Benefits/Taxes	\$269,515	\$346,707	\$369,085
Other Admin (Postage, Printing, Training, etc.)	\$32,679	\$28,700	\$29,300
Technology/Communication Costs	\$6,960	\$4,319	\$4,319
Substance Abuse Testing Program	\$4,968	\$7,275	\$9,915
Training Program/Materials	\$7,100	\$6,000	\$6,000
Insurance - Other	\$0	\$0	\$0
Insurance - Vehicles (5311 Portion = \$105,000 Max.)	\$105,000	\$105,000	\$105,000
Insurance - Vehicles (Remainder)	\$117,082	\$149,372	\$119,698
Subtotal	\$543,304	\$647,373	\$643,317
Operations			
Salaries/Wages/Benefits/Taxes/Uniforms	\$1,554,263	\$1,513,454	\$1,766,004
Vehicle Maintenance, Tires, Supplies	\$452,426	\$325,941	\$312,349
Other Operating Costs	\$26,720	\$25,636	\$28,336
Management Fees	\$104,706	\$119,376	\$133,375
Subtotal	\$2,138,115	\$1,984,407	\$2,240,064
Total	\$2,681,419	\$2,631,780	\$2,883,381
Average Service Miles Per Fiscal Year/Base Period	1,473,307	1,220,335	1,220,335
Reimbursable Cost/Mile	\$1.8200	\$2.1566	\$2.3628
Guaranteed Annual Maximum Contract Amount (+5%)	\$2,815,490	\$2,763,369	\$3,027,550
<i>Maximum Service Miles Payable</i>	1,546,973	1,281,354	1,281,340
Guaranteed Annual Minimum Contract Amount (-5%)	\$2,547,348	\$2,500,191	\$2,739,212
<i>Minimum Service Miles Payable</i>	1,399,642	1,159,321	1,159,308

CONTRACT RENEWAL AGREEMENT

Between

Buncombe County

and

McDonald Transit Associates, Inc.

July 1, 2018 – June 30, 2019

CONTRACT RENEWAL AGREEMENT

Let this document renew and modify the existing Contract No. 12-MM-002 dated July 1, 2011, between RATP Dev USA, Inc. (f/k/a McDonald Transit Associates, Inc.) (Contractor) and Buncombe County (County), as follows:

Whereas, the contract term was extended under Renewal Option 1 from July 1, 2014, to June 30, 2017, in accordance with options to renew in the original contract; and

Whereas, the contract term was extended under Renewal Option 1 from July 1, 2017, to June 30, 2020, in accordance with options to renew in the original contract; and

Whereas, contemporaneously with the execution of the Renewal Option 1 from July 1, 2017, to June 30, 2020, the parties agreed to negotiate the project budget and service levels for Year 2 and 3 of the second renewal option period.

Whereas, Buncombe County Transit Mgmt., Inc., is a subsidiary of RATP Dev USA, Inc. (f/k/a McDonald Transit Associates, Inc.) Now Therefore:

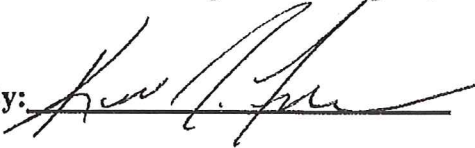
1. The Project Budget, Attachment C to Contract No. 12-MM-002, is modified and accepted as set forth in Exhibit 1 hereto;
2. The first sentence of Section 8 is amended to add "defend," after "save."
3. Add a new Subsection 9(7) containing the following: "Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity."

All other terms and conditions of the original Contract shall remain and are hereby incorporated as if fully set forth herein.

{Signature Page Follows}

AGREED AND ACCEPTED BY:

Buncombe County Transit Mgmt., Inc.

By: 

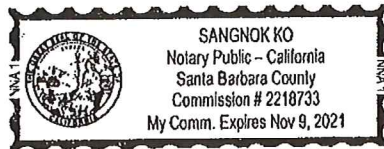
Printed Name and Title:

Kenneth R. Fischer
Senior Vice President

Subscribed and sworn to before me this 28th day of June, 2018.


Notary Public

My commission expires: 11/09/2021



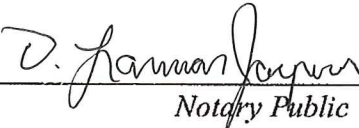
BUNCOMBE COUNTY

By: 

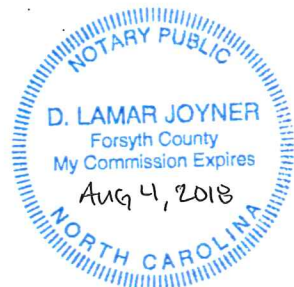
Printed Name and Title:

George A. Wood
County Manager

Subscribed and sworn to before me this 2ND day of JULY, 2018.


Notary Public

My commission expires: AUGUST 4, 2018



Mountain Mobility - Community Transportation Program

Exhibit 1 - Renewal Agreement - FY 2019 Negotiated Contract Rate

PROJECT BUDGET

RATP-DevBuncombe County Transit Management, Inc.	Awarded	FY 2015 - FY 2017			FY 2018 - FY 2020		
		Option 1 Revised (CO#1)			Option 2		
		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019 <i>Negotiated</i>	FY 2020 <i>To be Negotiated</i>
Expenses	Project Budget						
Administration							
Salaries/Wages/Benefits/Taxes	\$246,020	\$269,515	\$269,515	\$269,515	\$269,515	\$346,707	
Other Admin (Postage, Printing, Training, etc.)	\$41,341	\$32,679	\$32,679	\$32,679	\$32,679	\$28,700	
Medicaid Transportation Change Order 1 (2012)	\$0	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	
Medicaid Transportation Change Order 1 (2014)	\$0	(\$36,000)	(\$36,000)	(\$36,000)	(\$36,000)	(\$36,000)	
Technology/Communication Costs	\$6,559	\$6,960	\$6,960	\$6,960	\$6,960	\$4,319	
Substance Abuse Testing Program (CTP)	\$3,747	\$4,968	\$4,968	\$4,968	\$4,968	\$7,275	
Training Program/Materials (CTP)	\$0	\$7,100	\$7,100	\$7,100	\$7,100	\$6,000	
Insurance - Vehicles (CTP)	\$0	\$105,000	\$105,000	\$105,000	\$105,000	\$105,000	
Insurance - Add'l Vehicle and Other	\$202,566	\$117,082	\$117,082	\$117,082	\$117,082	\$149,372	
Subtotal	\$500,233	\$543,304	\$543,304	\$543,304	\$543,304	\$647,373	
Operations							
Salaries/Wages/Benefits/Taxes/Uniforms	\$1,399,425	\$1,554,263	\$1,554,263	\$1,554,263	\$1,554,263	\$1,513,454	
Vehicle Maintenance, Tires, Supplies	\$385,393	\$467,445	\$467,445	\$467,445	\$467,445	\$340,960	
Vehicle Maintenance, Tires, Supplies - Change Order 1 (2015)	\$0	(\$15,019)	(\$15,019)	(\$15,019)	(\$15,019)	(\$15,019)	
Other Operating Costs	\$24,767	\$26,720	\$26,720	\$26,720	\$26,720	\$25,636	
Management Fees	\$93,317	\$104,706	\$104,706	\$104,706	\$104,706	\$119,376	
Subtotal	\$1,902,902	\$2,138,115	\$2,138,115	\$2,138,115	\$2,138,115	\$1,984,407	
Total	\$2,403,135	\$2,681,419	\$2,681,419	\$2,681,419	\$2,681,419	\$2,631,780	
Average Service Miles Per Fiscal Year/Base Period	1,402,042	1,473,307	1,473,307	1,473,307	1,473,307	1,220,335	
Reimbursable Cost/Mile	\$1.7140	\$1.8200	\$1.8200	\$1.8200	\$1.8200	\$2.1566	
Guaranteed Annual Maximum Contract Amount	\$2,523,292	\$2,815,490	\$2,815,490	\$2,815,490	\$2,815,490	\$2,763,369	
Guaranteed Annual Minimum Contract Amount	\$2,282,978	\$2,547,348	\$2,547,348	\$2,547,348	\$2,547,348	\$2,500,191	

CONTRACT RENEWAL AGREEMENT

Between

Buncombe County

and

McDonald Transit Associates, Inc.

July 1, 2017 – June 30, 2020

State of North Carolina

County of Buncombe

CONTRACT RENEWAL AGREEMENT

Let this document renew and modify the existing Contract No. 12-MM-002 dated July 1, 2011, between McDonald Transit Associates, Inc. (Contractor) and Buncombe County (County), as follows:

1. The contract term was extended under Renewal Option 1 from July 1, 2014, to June 30, 2017, in accordance with options to renew in the original contract;
2. The contract term is hereby further extended under Renewal Option 2 from July 1, 2017 to June 30, 2020, in accordance with options to renew in the original contract;
3. The Federal and State Requirements and Special Conditions, Attachment B to Contract No. 12-MM-002, shall be modified to include the 2016 Federal and State Requirements and Special Conditions as is or may be applicable over the course of the renewal period and as otherwise required under state and federal grant agreements;
4. The Project Budget, Attachment C to Contract No. 12-MM-002, is modified and accepted as set forth in Exhibit 1 hereto;
5. The parties agree to negotiate the project budget and service levels for Year 2 and 3 of the second renewal option period; and
6. The Vehicle and Equipment Lease Agreement, Attachment D to Contract No. 12-MM-002, shall be updated each year of the term to the current and applicable asset inventory lists maintained by the County.

All other terms and conditions of the original Contract shall remain and are hereby incorporated as if fully set forth herein.

AGREED AND ACCEPTED BY:

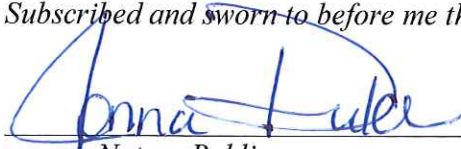
McDONALD TRANSIT ASSOCIATES, INC.
(Contractor)

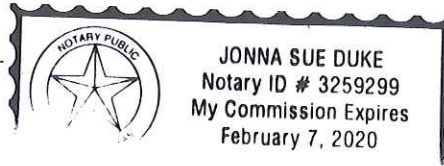
By: 

Printed Name and Title:

Blaine Rigler
Resident

Subscribed and sworn to before me this 11 day of April, 2017.


Notary Public



My commission expires: 2/7/20

BUNCOMBE COUNTY (County)

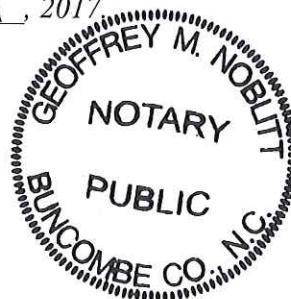
By: 

Printed Name and Title:

Jon Creighton
Asst. County Manager

Subscribed and sworn to me this 20 day of April, 2017.


Notary Public



My commission expires: 5/27/18

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

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

The undersigned McDonnell Transit 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.]

Lobbying Certification
Page 2

The Contractor, McDonald Transit, 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.

4/11/2017

Date

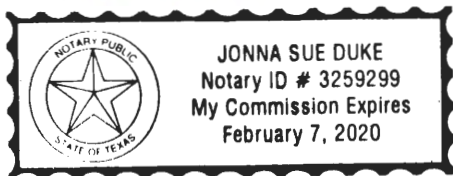
[Signature]

Signature of Contractor's Authorized Official

Blaine Rigler, President

Name and Title of Contractor's Authorized Official

Subscribed and sworn to before me this 11 day of April, 2017 in the State of Texas;
and the County of Tarrant.



Notary Public [Signature]
My Appointment Expires 2/7/2020

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), McDonald Transit certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE [Signature]

TITLE Blaine Rylee Resident

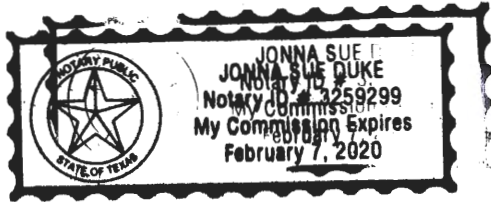
COMPANY McDonald Transit

DATE 4/11/2017

State of Texas

County of Tarrant

Subscribed and sworn to before me this 11 day of April, 2017.



Notary Public [Signature]

My Appointment Expires 2/7/2020

ATTACHMENT C

CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

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

DATE 4/11/2017
SIGNATURE [Signature]
TITLE Blaine Raper President
COMPANY McDonald's Transit

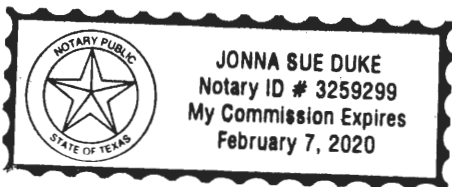
State of Texas

County of Tarrant

Subscribed and sworn to before me this 11 day of April, 2017

Notary Public [Signature]

My Appointment Expires 2/7/20



ATTACHMENT E

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

(To be submitted with all bids)

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

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

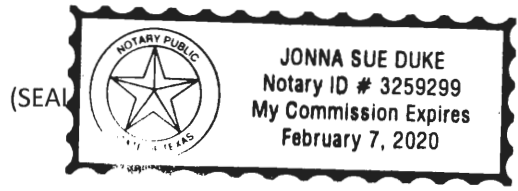
This 11th day of April, 2017.

[Signature]
Signature of Affiant
Blaine Rigler, President
Printed Name and Title

State of Texas

County of Tarrant

Subscribed and sworn to before me this 11 day of April, 2017.



Notary Public [Signature]
My Appointment Expires 2/7/20

ATTACHMENT F

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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.

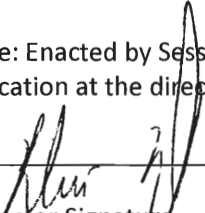
The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each contractor, prior to contracting with the State certifies, and the undersigned on behalf of the contractor does hereby certify, to the following:

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

Blair Rhyler

 Printed Name

President

~~Date~~ Title

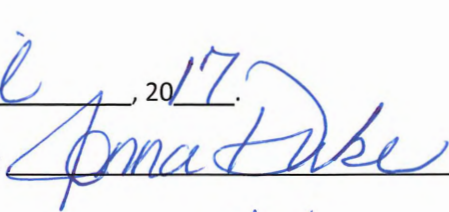
4/11/2017

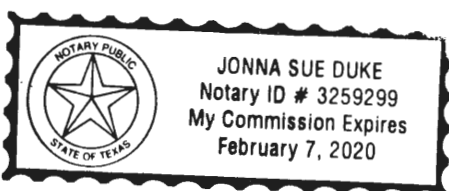
~~Title~~ Date

State of Texas

County of Tarrant

Subscribed and sworn to before me this 11 day of April, 2017.

Notary Public 



My Appointment Expires 2/7/20

Mountain Mobility - Community Transportation Program

Exhibit 1 - Renewal Agreement

PROJECT BUDGET

McDonald Transit Associates	FY 2015 - FY 2017			FY 2018 - FY 2020		
Expenses	Option 1 Revised (CO#1)			Option 2		
	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019 <i>To be Negotiated</i>	FY 2020 <i>To be Negotiated</i>
Administration						
Salaries/Wages/Benefits/Taxes	\$269,515	\$269,515	\$269,515	\$269,515		
Other Admin (Postage, Printing, Training, etc.)	\$32,679	\$32,679	\$32,679	\$32,679		
Medicaid Transportation Change Order 1 (2012)	\$36,000	\$36,000	\$36,000	\$36,000		
Medicaid Transportation Change Order 1 (2014)	(\$36,000)	(\$36,000)	(\$36,000)	(\$36,000)		
Health Care Assessments Change Order	\$0	\$0	\$0	\$0		
Technology/Communication Costs	\$6,960	\$6,960	\$6,960	\$6,960		
Substance Abuse Testing Program (CTP)	\$4,968	\$4,968	\$4,968	\$4,968		
Training Program/Materials (CTP)	\$7,100	\$7,100	\$7,100	\$7,100		
Insurance - Vehicles (CTP)	\$105,000	\$105,000	\$105,000	\$105,000		
Insurance - Add'l Vehicle and Other	\$117,082	\$117,082	\$117,082	\$117,082		
Subtotal	\$543,304	\$543,304	\$543,304	\$543,304		
Operations						
Salaries/Wages/Benefits/Taxes/Uniforms	\$1,554,263	\$1,554,263	\$1,554,263	\$1,554,263		
Medicaid Transportation Change Orders	\$0	\$0	\$0	\$0		
Fuel (Gasoline and Alternative Fuels)	\$0	\$0	\$0	\$0		
Vehicle Maintenance, Tires, Supplies	\$467,445	\$467,445	\$467,445	\$467,445		
Vehicle Maintenance, Tires, Supplies - Change Order 1 (2015)	(\$15,019)	(\$15,019)	(\$15,019)	(\$15,019)		
Other Operating Costs	\$26,720	\$26,720	\$26,720	\$26,720		
Management Fees	\$104,706	\$104,706	\$104,706	\$104,706		
Subtotal	\$2,138,115	\$2,138,115	\$2,138,115	\$2,138,115		
Total	\$2,681,419	\$2,681,419	\$2,681,419	\$2,681,419		
Average Service Miles Per Fiscal Year/Base Period	1,473,307	1,473,307	1,473,307	1,473,307		
Reimburseable Cost/Mile	\$1.8200	\$1.8200	\$1.8200	\$1.8200		
Guaranteed Annual Maximum Contract Amount	\$2,815,490	\$2,815,490	\$2,815,490	\$2,815,490		
Guaranteed Annual Minimum Contract Amount	\$2,547,348	\$2,547,348	\$2,547,348	\$2,547,348		

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. Buy America

If the Contractor is providing vehicles as part of the operations or service agreement, **the vehicles must meet the Buy America requirement**. The Contractor agrees to comply with 49 U.S.C. § 5323(j), as amended by MAP-21 and 49 C.F.R. part 661, to the extent consistent with MAP-21, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with MAP-21, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device, which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$100,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

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

Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a sixty (60%) percent domestic content. Rolling stock that is not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. ***Rolling stock includes:*** buses, other vehicles used in transportation, train control equipment, communication equipment, and traction power equipment.

Effective July 24, 1995 small purchases (under the \$100,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment C or D) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$100,000.

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

14. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet the requirements of the **Pre-Award and Post-Delivery Audits for Rolling Stock**. 49 U.S.C. Section 5323(m), as amended by MAP-

21 and FTA's implementing regulation 49 CFR Part 663, dated September 24, 1991, and, when promulgated, any amendments to those regulations, require all recipients purchasing vehicles carrying passengers to conduct pre-award and post-delivery audits. If the provisions of 49 U.S.C. Section 5323(m), as amended by MAP-21 conflict with FTA's implementing regulations as currently promulgated the provisions of 49 U.S.C. Section 5323(m), as amended, prevail.

Pre-Award Audit:

Pre-award information may also be submitted with the bid.

(1) Buy America Requirements: (for contracts of \$100,000 and more)

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 14. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that 60% of the cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

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

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

The Contractor shall submit:

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

(3) Solicitation Specification Requirements:

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

Post-Delivery Audit:

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

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

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

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

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

Certifications of Pre-Award and Post-Delivery Audits should be presented with documentation from contractor. Additional documentation should be made available upon request.

15. **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.

16. **Recycled Products**

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

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

These items include, but may not be limited to:

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.

17. **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.

18. **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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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*)

31. 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.*]

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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."

41. 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.

42. 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**.

43. 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 C

**CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

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

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT D

**CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

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

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

ATTACHMENT E

STATE OF NORTH CAROLINA
COUNTY OF 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 _____

Attachment D
VEHICLE AND EQUIPMENT LEASE AGREEMENT

**FOR SERVICES ASSOCIATED WITH "MOUNTAIN MOBILITY"
BUNCOMBE COUNTY'S COMMUNITY TRANSPORTATION PROGRAM
ASHEVILLE, NORTH CAROLINA**

This lease, effective the 1st day of July, 2011, by and between Buncombe County, hereinafter referred to as "Lessor", and McDonald Transit Associates, Inc., hereinafter referred to as "Lessee." This agreement is Attachment D to the Transportation Agreement between said parties and shall be further construed as a subcontract of the agreements between the North Carolina Department of Transportation (NCDOT) and the Lessor. All other provisions contained in the agreement(s) between the NCDOT and the Lessor, the Master Agreement FTA MA (17), dated October 1, 2010, the State Management Plan for Federal and State Transportation Programs, and all grant agreements and projects under which the vehicles and/or equipment described herein were procured whether prior to or during the term of the Agreement between the parties. All other provisions contained in applicable agreements between the NCDOT and Lessor are herein incorporated by reference.

WITNESSTH:

Article I

Leased Vehicles: The Lessor hereby leases to the Lessee the vehicles described in Exhibit I attached herewith and made a part hereof (hereinafter referred to as vehicles upon the conditions and covenants set forth below).

Leased Equipment: The Lessor hereby leases to the Lessee certain equipment for use as specified in the service contract between Lessor and Lessee. The term "equipment," when used in this Lease Agreement, shall mean equipment, technology (hardware, software, etc.), and furnishings leased hereunder and identified in Exhibit II attached hereto and made a part hereof.

Exhibits I and II shall be updated as needed to reflect the current fleet and equipment inventories. The Lessee shall be responsible for maintaining an inventory of on-board equipment and car seats.

Article II

Terms of Lease and Commencement Date: The term of this lease shall commence on July 1, 2011, the date that the vehicles and equipment are placed in service by the Lessee, and continue until June 30, 2014, and through the end of any options to renew exercised by the Lessor, or until this agreement is canceled or terminated in writing. In the event of breach or noncompliance with this lease, the Lessor may terminate this lease by giving the Lessee 30 days' advance written notice.

Article III

Consideration: In consideration for leasing the vehicles, the Lessee agrees to pay the Lessor \$1 per year for the term of the lease. The Lessee agrees to bear all costs of maintenance, operation, and repair of leased vehicles described in Exhibit I. The Lessee agrees to hold Lessor harmless for any damages arising out of the use, maintenance, or operations of the leased vehicle by the Lessee or any third party for any purpose whatsoever, with the Lessee's responsibilities more fully described hereinafter.

Article IV

Initial Inspection of Vehicles and Equipment: Prior to acceptance by the Lessee of any vehicle or equipment covered under the lease agreement, a detailed inspection and inventory shall take place with representatives of Lessee and Lessor to agree upon existing damage and/or wear. Except for normal wear and tear, Lessee shall

return the vehicles and equipment to Lessor in the same condition as they were received. Lessee shall assume lease of the vehicles and equipment without warranty.

Vehicle and Lift Maintenance: The Lessee assumes the full and sole responsibility for maintaining the Lessor's equipment at a high level of cleanliness, safety, and mechanical soundness. The Lessee agrees to pay all charges for oil, parts, services used or supplied for the vehicle during the term of this Lease and shall indemnify the Lessor against all liability on such account. Lessor shall not be required to furnish any services, parts/materials, facilities or personnel to make any repairs to or maintain the vehicles; this is clearly and entirely the responsibility of the Lessee. The Lessee shall maintain all vehicles and lifts at a minimum in accordance with standards and schedules established in Mountain Mobility's System Safety Program Plan (SSPP), including both preventative maintenance and corrective maintenance programs. The Lessee shall be responsible for towing services. The Lessee shall use its best efforts to schedule maintenance at times that do not interfere with normal passenger service. The Lessee shall maintain a comprehensive maintenance record, including a complete record of warranty or recall repairs performed on each vehicle. The Lessee shall provide an annual report to the county providing a breakdown by vehicle of preventative, corrective, and other maintenance costs. All of this information must be logged in and reported in formats necessary to document costs and evidence compliance with state and federal vehicle maintenance requirements. It is the Lessee's responsibility to establish arrangements for warranty service at the appropriate dealership of choice. Buncombe County will not routinely become involved in warranty repairs claims. The County reserves the right to approve the location(s) at which maintenance shall be performed and/or vendors which perform maintenance services, and may specify locations if necessary to fulfill grant-related or funding source requirements.

Vehicle Licensing Requirements: The Lessee shall keep all vehicles fully licensed and inspected as required by the State of North Carolina. The Lessee shall comply with any state and local vehicle registration, permitting or regulatory requirements. Any and all defects identified in the inspections shall be corrected by the Lessee within 48 hours of the inspection date. The Lessor shall bear the cost of initial permanent tags for each new County-owned vehicle. The Lessee is responsible for bearing any costs associated with licenses and tags for Lessee-supplied vehicles. The Lessee shall provide all forms required for licensing and tags that may be associated with the lease of County-owned vehicles (e.g., MVR330).

Safety/Inspections: The Lessor and its designees and the NCDOT or their designees reserve the right the right to inspect vehicles, equipment, and records associated with vehicles and equipment at any time in order to ensure proper maintenance and safe operating conditions. The Lessee shall perform pre-trip and post-trip safety inspections of vehicles prior to beginning and ending daily service. Reports shall include the information and be in the form prescribed or approved by the Lessor and/or NCDOT. Daily inspections shall include, but not be limited to, (a) physical damage report; (b) exterior checks (wipers, mirrors, tires, lights, cleanliness, etc.); (c) interior checks (seat belts, accessibility and securement equipment, emergency and safety equipment, horn, lights, heating/air conditioning, brakes, cleanliness, vehicle registration and inspection, etc.); and (d) engine checks (oil, battery, radiator, wiper wash, belts, hoses, etc.). For passenger comfort, the heating and air-conditioning units on all vehicles must be kept in proper working order. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. All practices, materials supplies, and equipment shall comply with Mountain Mobility's SSPP, the Federal Occupational Safety and Health Act, as well as any applicable federal, state and/or local safety or environmental codes.

Vehicle Cleanliness/Appearance: The Lessee shall ensure by all necessary means that vehicles are kept clean and neat on the interior and exterior. Vehicles must be clean and free of all dirt and litter. The interior of each vehicle shall be swept, wiped down, and windows cleaned and trash removed daily. A thorough cleaning and scrubbing of the interior shall be made at least once per week, preferably more. The vehicle exterior must remain clean and free of all dirt and grime. Vehicle exteriors must be washed and scrubbed at least every two (2) weeks. In inclement weather, vehicles may require more frequent washing. Vehicles and cleaning records shall be available for inspection at any time to determine verification of this effort.

Vehicle Markings: New vehicles will have lettering and phone numbers mounted upon delivery. As required by the Lessor, the Lessee shall ensure that all vehicles also have a County decal and Mountain Mobility decals mounted on them within two (2) weeks from the date the vehicles are put into operation. The decals shall be placed in locations on each vehicle as designated by the Lessor. Decals shall be provided by the Lessor.

Vehicle Usage/Storage: Vehicles leased to the Lessee shall be used solely for the provision of services authorized through Mountain Mobility. Personal usage and/or use for any other purpose is strictly prohibited. Vehicles shall be locked and parked at a safe location at all times while not in service.

Back-Up Vehicles: The Lessee shall ensure by all necessary means that sufficient fleet and back-up vehicles are available to meet service requirements and state guidelines (one back-up vehicle for every five active vehicles). Back-up vehicles may be designated from the existing vehicle fleet.

Accidents/Damage/Incidents: The Lessee shall report all accidents, damage, or incidents which occur in connection with the performance of services for Buncombe County, regardless of severity or location. Initial report of accidents may be made by telephone within twenty-four (24) hours of occurrence. The Lessee shall submit a written accident/damage/incident reporting form to the Lessor within 48 hours of occurrence. Reports shall include the information and be in the form prescribed by the Lessor. On reports to the CTAB, the Lessee shall report all accidents and indicate if any collisions resulted in injury or property damage to an apparent extent of \$500 or more. The Lessee shall repair all damage to vehicles within sixty (60) days of each occurrence (or prior to the end of a contract year if the contract time remaining is less than sixty (60) days). Each repair shall be made in a high quality manner, regardless of cause and regardless of the amount of damage. Prior to the initiation of services, the Lessee shall provide the Lessor with the firm's written policies and procedures regarding accidents and related traffic violations that occur in the provision of services.

Communications Equipment: The Lessee shall agree to properly utilize and maintain communications equipment provided by the Lessor. Communications equipment shall include the radio base station and power supply, mobile radios (two channels plus Med-9), microphones, antennas, mobile data terminals, and automatic vehicle locators. An inventory of communications equipment shall be maintained by the Lessor. The Lessor shall be responsible for costs associated with annual lease of repeater air time and for the purchase and installation of approved replacements and additional radio equipment for Lessor-owned expansion vehicles. The Lessee shall supply comparable communications equipment for Lessee-supplied vehicles. The Lessee will be responsible for all charges associated with maintenance of all communications equipment, for the transfer of communication equipment from vehicles being replaced, and for the replacement of communications equipment that is lost or stolen. The Lessee shall properly train all employees in the use of communications equipment. The Lessee shall seek and obtain directives from the Buncombe County Director of Emergency Management Services or his designee on the proper use of the Med 9 radio channel for emergencies. Passenger confidentiality shall be maintained while utilizing communications equipment.

Advertising: The Lessor shall have the right to determine advertising policies on County-owned vehicles. All revenue received from advertising on vehicles shall be paid to the Lessor. The Lessee shall coordinate with the Lessor and advertisers on the placement and removal of any advertising on leased vehicles.

Bloodborne Pathogens Kits: The Lessee shall provide bloodborne pathogens kits and any other items required to comply with OSHA's bloodborne pathogens standard. Such on-board equipment shall be provided for all vehicles used in performing services. On-board equipment supplied for bloodborne pathogens control shall be monitored for compliance relative to the Lessee's Bloodborne Pathogens Exposure Control Plan.

Fire Extinguishers/First-Aid Kits: All vehicles have fire extinguishers and first-aid kits on board. The Lessee shall provide fire extinguishers and first-aid kits for all vehicles supplied by the Lessee. The Lessee shall maintain charges on all fire extinguishers and re-supply all first-aid kits for all vehicles. First-aid kits shall be re-supplied in accordance with those items specified in the manufacturer's kit.

Infant and Toddler Car Seats: The Lessor shall provide sufficient child restraint devices to serve children transported. Such on-board equipment shall be considered to be owned by the Lessor. The Lessee shall notify the Lessor at least three (3) months in advance when ten (10) or more car seats need to be replaced.

Cleaning, Maintenance, and Replacement of On-Board Equipment: The Lessee agrees to properly clean, utilize and maintain all on-board equipment owned and provided by the Lessor for use in performing services. The

Lessee shall be responsible for replacing any lost or stolen fire extinguishers, first-aid kits, and/or child restraint devices.

Transit Facility: Buncombe County currently leases office facilities that serve as the base of operations for Mountain Mobility. The facility is located at 2000 Riverside Drive, Suite 17, Asheville, NC. The lease includes approximately 4,800 square feet of office space and a designated parking area for fleet vehicles. The term of the lease agreement for current office space ends November 30, 2011. Buncombe County may elect to exercise additional lease options on this facility depending on the needs of the County and its Lessee(s).

Telephone System/Office Equipment: Telephone and office equipment shall be provided as described in Exhibit II. All other equipment and supplies necessary for this service are the responsibility of the Lessee.

Furnishings: Furnishings shall be provided as described in Exhibit II. All other office furnishings and supplies necessary for this service are the responsibility of the Lessee.

Technology: Technology-related software and hardware shall be provided as described in Exhibit II. The Lessee shall comply with Buncombe County's Information Technology Usage Policies. The Lessee must ensure that operations staff has adequate experience and knowledge related to Windows, Internet, and other basic software applications, as well as Routematch and MDT/AVL software.

Article V

Liability and Insurance: The Lessee assumes all liability regarding the provision of passenger service while utilizing the leased vehicles and equipment and agrees to indemnify the Lessor for any losses incurred by the Lessee, or its management, or Board of Directors because of tortious conduct occurring in the course of the operation of leased vehicles or equipment. The Lessee will cover its activities, vehicles, and equipment with insurance sufficient to protect the Lessee, their management and Board of Directors, the Lessor, the NCDOT, and the Federal Transit Administration from any loss whatsoever, in regard to vehicles or equipment. Lessee, performing as an independent Lessee, shall carry insurance as specified in the Transportation Agreement between the parties referenced herein. Lessee shall supply to the Lessor insurance certificates evidencing such coverage prior to commencing any work and upon the renewal of insurance certificates. During the term of the lease, Lessee shall promptly notify Lessor of any change in the amounts or form of insurance or of any lapse in insurance coverage.

Fire and Other Casualty Insurance: The Lessee shall keep the vehicles and equipment insured against loss or damage by fire or other risk now or hereinafter embraced by the term "comprehensive and collision coverage." The coverage shall be sufficient to create and assure a fund to be used to replace or repair the vehicles and equipment in the event that damage or destruction necessitates the same. The Lessee shall be responsible for protecting the federal and/or state financial interests in the equipment by maintaining adequate insurance throughout the lease period for the vehicles and equipment.

The Lessee shall adhere to state guidelines and procedures when dealing with casualty losses or theft. The Lessee agrees to notify the Lessor immediately when any vehicle is withdrawn from service due to casualty loss. Fair market value shall be deemed to be equal to the damages paid by the Lessee's insurance carrier or from a self-insured reserve account. Lessor has no obligation for any loss in regard to the vehicles. In no event shall salvage value be considered as fair market value for vehicles or equipment.

Article VI

Training: The Lessee assures that its vehicle operators are properly trained on vehicle operation and the correct use of special equipment, such as, but not limited to, wheelchair lift equipment and wheelchair tie-down mechanisms and restraints. The Lessor will provide proof of such training upon request.

Article VII

Use of Vehicles and Equipment: The Lessee shall comply with the terms and conditions set forth in the Transportation Agreement referenced herein. During the term of the lease, Lessee shall operate vehicles and use equipment solely for the provision of services authorized by contract between Lessor and Lessee or as otherwise

stipulated herein. The vehicles shall be operated by the Lessee to serve the best interest and welfare of the Lessor and the public. The vehicles shall be maintained and operated in a manner that will provide the maximum amount of safety and protection to the Lessee's employees and passengers.

Vehicles and equipment cannot be leased to a sub-lessee without written authorization from the Lessor and the NCDOT. Lessee shall permit only licensed, trained, and insured drivers to operate the vehicles. Lessee shall not permit vehicles or equipment to be used in violation of any federal, state, or municipal statute, laws, ordinances, rules or regulations, or contrary to the provisions of any applicable insurance policy. Lessee, upon written complaint from the Lessor, shall immediately take action as required to comply with this provision.

The Lessee shall utilize the Lessor's vehicles and equipment in accordance with the procedures and guidelines set forth in FTA Circulars 5010.1D, dated November 1, 2008 and 9040.1F, dated April 1, 2007, or any subsequent revisions or amendments thereto, the Lessor description set forth in the Lessor's application and the Community Transportation Services Plan for Buncombe County.

Article VIII

Federal/State Requirements and Special Conditions: The Lessee is responsible under federal law to comply with these requirements outlined in Attachment B, Federal and State Requirements and Special Conditions. Requirements and special conditions may only be applicable in certain situations or conditions. The Lessee should ensure their understanding of and applicability of state and/or federal laws, regulations, policies, and related administrative practices as related to this Agreement and any contract undertaken as it relates to services provided hereunder.

IN WITNESS WHEREOF, this Agreement has been executed by the Lessor and Lessee by and through a duly authorized representative, and is effective the date and year first above written.

McDONALD TRANSIT ASSOCIATES, INC.

BY:



TITLE: **President**

ATTEST:

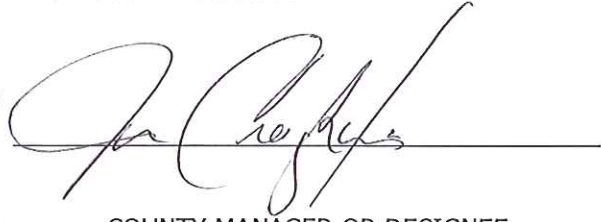


TITLE:

**Chief Financial Officer,
Secretary & Treasurer**

BUNCOMBE COUNTY

BY:



TITLE:

COUNTY MANAGER OR DESIGNEE

ATTEST:

Aenise M. Bessie

TITLE:

Planner III

To be updated
 6/30/2017.

Approved/ Not Yet Ordered
Replacement on Order
Eligible/FY 2018 App

No.	Fleet Number	Lift Vans	Non-Lift Vans	LTVs	County I.D.	McDT Perm. Tag No.	Year	Age in Mo. 2016	Make	Body Style	Series Model	Vehicle I.D. No.	Passenger Capacity			Fuel Type	LP PRINS Unit #	Odometer 10/1/2016	Projected Replmt.- Appln FY	Project No.
													Max. Cap.	Min. Cap.	WC Cap.					
1	00464	1			2092	34565V	2010	72	Goshen Coach	Bus	Gcii	1FDfE4FS1ADB00464	13	11	2	Gas/CNG	N/A	172,082	FY 2018	10-AR-002
2	00465	1			2091	34566V	2010	72	Goshen Coach	Bus	Gcii	1FDfE4FS3ADB00465	13	11	2	Gas/CNG	N/A	167,741	FY 2018	10-AR-002
3	00467	1			2097	34568V	2010	72	Goshen Coach	Bus	Gcii	1FDfE4FS7ADB00467	13	11	2	Gas/CNG	N/A	175,786	FY 2018	10-AR-002
4	00468	1			2098	34569V	2010	72	Goshen Coach	Bus	Gcii	1FDfE4FS9ADB00468	13	11	2	Gas/CNG	N/A	197,433	FY 2017	TIP#U-5171
5	00469	1			2100	34570V	2010	72	Goshen Coach	Bus	Gcii	1FDfE4FS0ADB00469	13	11	2	Gas/CNG	N/A	193,360	FY 2017	TIP#U-5171
6	00470	1			2102	34571V	2010	72	Goshen Coach	Bus	Gcii	1FDfE4FS7ADB00470	13	11	2	Gas/CNG	N/A	173,222	FY 2017	TIP#U-5171
7	00471	1			2109	34572V	2010	72	Goshen Coach	Bus	Gcii	1FDfE4FS9ADB00471	13	11	2	Gas/CNG	N/A	192,418	FY 2017	TIP#U-5171
8	00472	1			2110	34573V	2010	72	Goshen Coach	Bus	Gcii	1FDfE4FS0ADB00472	13	11	2	Gas/CNG	N/A	157,240	FY 2018	TIP#U-5171
9	00473	1			2111	34574V	2010	72	Goshen Coach	Bus	Gcii	1FDfE4FS2ADB00473	13	11	2	Gas/CNG	N/A	166,841	FY 2018	TIP#U-5171
10	00474	1			2112	34575V	2010	72	Goshen Coach	Bus	Gcii	1FDfE4FS4ADB00474	13	11	2	Gas/CNG	N/A	176,919	FY 2018	TIP#U-5171
11	11705	1			2148	34578V	2011	60	Ford	Van	E350T	1FTDS3EL6BDB31705	9	5	2	Gas	N/A	176,487	FY 2017	12-CT-002
12	11707	1			2149	34580V	2011	60	Ford	Van	E350T	1FTDS3ELX8DB31707	9	5	2	Gas/LP	D/16/09/4636	182,545	FY 2017	12-CT-002
13	11708	1			2150	34581V	2011	60	Ford	Van	E350T	1FTDS3EL18DB31708	9	5	2	Gas	N/A	199,479	FY 2017	12-CT-002
14	13100	1			2279	67087T	2013	36	Ford	E-350 Van	S3EN	1FTDS3EL2DDB29100	9	5	2	Gas/LP	D/16/09/4648	124,910	FY 2018	13-CT-002
15	13101	1			2280	59806V	2013	36	Ford	E-350 Van	S3EN	1FTDS3EL4DDB29101	9	5	2	Gas/LP	D/16/09/4559	70,565	FY 2019	13-CT-002
16	13102	1			2281	59805V	2013	36	Ford	E-350 Van	S3EN	1FTDS3EL6DDB29102	9	5	2	Gas/LP	D/16/09/4645	103,466	FY 2019	13-CT-002
17	13840	1			2282	59804V	2013	36	Ford	E-350 Van	S3EN	1FTDS3EL9DDB29840	9	5	2	Gas	N/A	114,978	FY 2019	13-CT-002
18	13841	1			2283	59801V	2013	36	Ford	E-350 Van	S3EN	1FTDS3EL0DDB29841	9	5	2	Gas/LP	D/16/09/4652	102,322	FY 2019	13-CT-002
19	13842	1			2284	67098T	2013	36	Ford	E-350 Van	S3EN	1FTDS3EL2DDB29842	9	5	2	Gas/LP	D/40/08/3688	102,825	FY 2019	13-CT-002
20	13844	1			2286	67096T	2013	36	Ford	E-350 Van	S3EN	1FTDS3EL6DDB29844	9	5	2	Gas/LP	D/16/09/4556	98,389	FY 2019	13-CT-002
21	13845	1			2287	67092T	2013	36	Ford	E-350 Van	S3EN	1FTDS3EL8DDB29845	9	5	2	Gas	N/A	111,121	FY 2019	13-ED-002
22	13846		1		2277	67089T	2013	36	Ford	E-350 Van	S3EN	1FTDS3ELX8DB29846	12	12	0	Gas	N/A	116,946	FY 2018	13-CT-002
23	13847		1		2278	67088T	2013	36	Ford	E-350 Van	S3EN	1FTDS3EL1DDB29847	12	12	0	Gas	N/A	104,085	FY 2019	13-CT-002
24	13884	1			2285	59866V	2013	36	Ford	E-350 Van	S3EN	1FTDS3EL7DDB29884	9	5	2	Gas/LP	D/41/08/4293	101,289	FY 2019	13-CT-002
25	14641		1		2302	62891T	2014	24	Ford	Van	E350T	1FTDS3EL6EDA38641	12	12	0	Gas	N/A	90,905	FY 2020	14-CT-002
26	14643	1			2304	62890T	2014	24	Ford	Van	E350T	1FTDS3ELXEDA38643	9	5	2	Gas	N/A	95,664	FY 2020	14-CT-002
27	14644	1			2305	62889T	2014	24	Ford	Van	E350T	1FTDS3EL1EDA38644	9	5	2	Gas	N/A	116,038	FY 2018	14-CT-002
28	14645	1			2306	62888T	2014	24	Ford	Van	E350T	1FTDS3EL3EDA38645	9	5	2	Gas	N/A	108,950	FY 2019	14-CT-002
29	16058	1			2380	86776V	2016	0	Ford	Van	W3X	1FTBW3XM5GKB07058	9	5	2	Gas+	N/A	10,505	FY 2021	Insur Replmt
30	16059		1		2381	86780V	2016	0	Ford	Van	W3X	1FTBW3XM7GKB07059	12	12	0	Gas+	N/A	2,831	FY 2021	Insur Replmt w/Fed/State
31	16420	1			2384	89669V	2016	0	Ford	Van	W3X	1FTBW3XM4GKB57420	9	5	2	Gas+	N/A	del 9/26/16 Mileage 866	FY 2021	16-CT-002
32	16421	1			2391	90655V	2016	0	Ford	Van	W3X	1FTBW3XM6GKB57421	9	5	2	Gas+	N/A	del 11/9/16 Mileage 868	FY 2021	16-CT-002
33	16422	1			2392	90666V	2016	0	Ford	Van	W3X	1FTBW3XM8GKB57422	9	5	2	Gas+	N/A	del 11/9/16 Mileage 794	FY 2021	16-CT-002
34	16423	1			2385	89670V	2016	0	Ford	Van	W3X	1FTBW3XMXGKB57423	9	5	2	Gas+	N/A	del 9/26/16 Mileage 821	FY 2021	16-CT-002

Mobile Radio Equipment
McDonald Transit Associates
March 2017

Vehicle	Serial Number	Manufacturer/Model	Purchase FY	Replacement FY
464	BOA00040	Kenwood 8160H	2010	2017
465	BOA00038	Kenwood 8160H	2010	2017
467	BOA00036	Kenwood 8160H	2010	2017
468	BOA00039	Kenwood 8160H	2010	2017
469	BOA00026	Kenwood 8160H	2010	2017
470	BOA00031	Kenwood 8160H	2010	2017
471	BOA00033	Kenwood 8160H	2010	2017
472	BOA00060	Kenwood 8160H	2010	2017
473	BOA00076	Kenwood 8160H	2010	2017
474	BOA00145	Kenwood 8160H	2010	2017
11705	BOA00077	Kenwood 8160H	2010	2017
11707	B6110352	Kenwood 8360H	2016	2023
11708	B4500644	Kenwood 8360H	2014	2021
13100	B4400690	Kenwood 8360H	2014	2021
13101	B4400688	Kenwood 8360H	2014	2021
13102	B4400689	Kenwood 8360H	2014	2021
13840	BOA00080	Kenwood 8160H	2010	2017
13841	BOA00144	Kenwood 8160H	2010	2017
13842	B4500647	Kenwood 8360H	2014	2021
13844	B4500645	Kenwood 8360H	2014	2021
13845	BOA00141	Kenwood 8160H	2010	2017
13846	BOA00142	Kenwood 8160H	2010	2017
13847	BOA00143	Kenwood 8160H	2010	2017
13884	B4500646	Kenwood 8360H	2014	2021
14641	BOA00078	Kenwood 8160H	2010	2017
14643	BOA00059	Kenwood 8160H	2010	2017
14644	B6110357	Kenwood 8360H	2016 - Local	2023

Mobile Radio Equipment
McDonald Transit Associates
March 2017

Vehicle	Serial Number	Manufacturer/Model	Purchase FY	Replacement FY
14645	B3300440	Kenwood 8360H	2013	2020
16058	B6210135	Kenwood 8360H	2016	2023
16059	B6110371	Kenwood 8360H	2016 - Local	2023
16420	BOA00030	Kenwood 8160H	2010	2017
16421	BOA00029	Kenwood 8160H	2010	2017
16422	BOA00034	Kenwood 8160H	2010	2017
16423	B3300490	Kenwood 8360H	2013	2020
16424	BOA00032	Kenwood 8160H	2010	2017
16595	B6210132	Kenwood 8360H	2016	2023
16596	B6210133	Kenwood 8360H	2016	2023
16597	B6210131	Kenwood 8360H	2016	2023
16974	B6210090	Kenwood 8360H	2016	2023
16975	B6210134	Kenwood 8360H	2016	2023
20408	BOA00037	Kenwood 8160H	2010	2017
72054	BOA00027	Kenwood 8160H	2010	2017
82544	BOA00035	Kenwood 8160H	2010	2017
33296-Truck	91100293	Kenwood 8160H	2008	Retained
94344-Admin	80800218	Kenwood 8160H	2007	Retained
Dispatch Office	BOA00028	Kenwood 8160H - Base Station	2010	2017
Office Use (Accident Investigations etc.)	B5200674	Kenwood Handheld TK3312	2015	2022
Office Use (Fleet Manager)	B5200676	Kenwood Handheld TK3312	2015	2022
Operations Manager (Replaced/Retained)	80304983	Kenwood Handheld TK3160	2007	Retained
Mobile Radio Spares*	91100363, 91100382, 80700845	Kenwood 8160H	2008 (3)	Retained (3)

Leased Equipment - Camera Equipment
 McDonald Transit Associates
 March 2017

User's Position Title	Description of Equipment	Make/Model	Serial No.	Serial No.	Serial No.	Serial No.	Cond.	Date Received	Acquisition Cost	Funding Source	LOCATION 6/2016	# Cameras	# Antenna
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5861	BO44-6070	BO44-7737	BO44-4259	N	Aug-12	\$ -	NCDOT ARRA	00464	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5981	BO44-4394	BO44-6095	BO44-5890	N	Aug-12	\$ -	NCDOT ARRA	00465	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5884	BO44-6071	BO44-6285	BO44-6072	N	Aug-12	\$ -	NCDOT ARRA	00467	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5891	BO44-6084	BO44-6343	BO44-6176	N	Aug-12	\$ -	NCDOT ARRA	00468	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5862	BO44-6067	BO44-6301	BO44-6181	N	Aug-12	\$ -	NCDOT ARRA	00469	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5876	BO44-4227	BO44-6349	BO44-6093	N	Aug-12	\$ -	NCDOT ARRA	00470	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5881	BO44-5997	BO44-6342	BO44-5976	N	Aug-12	\$ -	NCDOT ARRA	00471	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5858	BO44-6066	BO44-5346	BO44-6015	N	Aug-12	\$ -	NCDOT ARRA	00472	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5864	BO44-6102	BO44-6359	BO44-6018	N	Aug-12	\$ -	NCDOT ARRA	00474	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5883	BO44-6069	BO44-5288	BO44-6075	N	Aug-12	\$ -	NCDOT ARRA	00475	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5855	BO44-6207	BO44-7735	BO44-6206	N	Aug-12	\$ -	NCDOT ARRA	11705	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5882	BO44-6094	BO44-6352	BO44-6098	N	Aug-12	\$ -	NCDOT ARRA	11707	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-7330	BO44-6208	BO44-6320	BO44-6116	N	Aug-12	\$ -	NCDOT ARRA	11708	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5896	BO44-7597	BO44-7771	BO44-7598	N	Aug-12	\$ -	NCDOT ARRA	13100	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-7291	BO44-6195	BO44-6295	BO44-6120	N	Aug-12	\$ -	NCDOT ARRA	13101	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-7329	BO44-6215	BO44-7773	BO44-6205	N	Aug-12	\$ -	NCDOT ARRA	13102	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5865	BO44-6173	BO44-7768	BO44-7599	N	Aug-12	\$ -	NCDOT ARRA	13840	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5888	BO44-4224	BO44-7767	BO44-6092	N	Aug-12	\$ -	NCDOT ARRA	13841	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5853	BO44-6196	BO44-7734	BO44-6197	N	Aug-12	\$ -	NCDOT ARRA	13842	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5854	BO44-6188	BO44-7764	BO44-6119	N	Aug-12	\$ -	NCDOT ARRA	13844	4	0
Transit Driver	4-Camera System	Seon SQ03, SA05	BO46-2479	BOA4-59941	BO45-9879	BO45-5467	N	Dec-13	\$ 2,950	13-ED-002	13845	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5950	BO44-5986	BO44-6223	BO44-5894	N	Aug-12	\$ -	NCDOT ARRA	13846	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5895	BO44-5982	BO44-6317	BO44-5984	N	Aug-12	\$ -	NCDOT ARRA	13847	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-7320	BO44-6125	BO44-7772	BO44-6122	N	Aug-12	\$ -	NCDOT ARRA	13884	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5849	BO44-6187	BO44-7775	BO44-6029	N	Aug-12	\$ -	NCDOT ARRA	14641	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5848	BO44-6123	BO44-7774	BO44-6186	N	Aug-12	\$ -	NCDOT ARRA	14643	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5878	BO44-6077	BO44-6290	BO44-6076	N	Aug-12	\$ -	NCDOT ARRA	14644	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5880	BO44-5993	BO44-6298	BO44-6085	N	Aug-12	\$ -	NCDOT ARRA	14645	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5877	BO44-6177	BO44-4431	BO44-6082	N	Aug-12	\$ -	NCDOT ARRA	16058	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5852	BO44-4179	BO44-7776	BO44-4187	N	Aug-12	\$ -	NCDOT ARRA	16059	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-7327	BO44-6185	BO44-6279	BO44-6184	N	Aug-12	\$ -	NCDOT ARRA	16420	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5879	BO44-6180	BO44-6300	BO44-6068	N	Aug-12	\$ -	NCDOT ARRA	16421	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5860	BO44-4168	BO44-7766	BO44-6182	N	Aug-12	\$ -	NCDOT ARRA	16422	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5889	BO44-7601	BO44-7765	BO44-7602	N	Aug-12	\$ -	NCDOT ARRA	16423	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5874	BO44-4201	BO44-6253	BO44-6073	N	Aug-12	\$ -	NCDOT ARRA	16424	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5850	BO44-6214	BO44-6282	BO44-6204	N	Aug-12	\$ -	NCDOT ARRA	16595	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5863	BO44-5973	BO44-6358	BO44-5994	N	Aug-12	\$ -	NCDOT ARRA	16596	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5851	BO44-6028	BO44-7769	BO44-4205	N	Aug-12	\$ -	NCDOT ARRA	16597	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BACQ-903A	BACQ-903A	BACQ-903A	BACJ-904A	N	Feb-16	\$ 2,175	LOCAL	16974	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BACQ-903A	BACQ-903A	BACQ-903A	BACJ-904A	N	Feb-16	\$ 2,175	LOCAL	16975	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-7285	BO44-6200	N/A	N/A	N	Aug-12	\$ -	NCDOT ARRA	20408	2	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-7286	BO44-6201	BO44-7750	BO44-6209	N	Aug-12	\$ -	NCDOT ARRA	72054	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	BO44-5886	BO44-6202	BO44-7770	BO44-6210	N	Aug-12	\$ -	NCDOT ARRA	82544	4	0

Note: Service Truck 29741 and Admin Minivan 94339 do not have camera equipment installed.

Leased Equipment - Camera Equipment
 McDonald Transit Associates
 March 2017

Make	Model	Serial Number	Buncombe County Barcode Number	RouteMatch Tablet Number
Samsung	SM-T337V	9900 0494 1221 651	20700	22
Samsung	SM-T337V	9900 0494 1227 583	20701	3
Samsung	SM-T337V	9900 0494 1215 182	20702	38
Samsung	SM-T337V	9900 0494 1216 396	20703	17
Samsung	SM-T337V	9900 0494 1222 543	20704	37
Samsung	SM-T337V	9900 0494 1223 319	20705	34
Samsung	SM-T337V	9900 0494 1227 336	20706	9
Samsung	SM-T337V	9900 0494 1221 206	20707	11
Samsung	SM-T337V	9900 0494 1221 669	20708	30
Samsung	SM-T337V	9900 0494 1224 234	20709	36
Samsung	SM-T337V	9900 0494 1224 978	20710	25
Samsung	SM-T337V	9900 0494 1221 263	20711	35
Samsung	SM-T337V	9900 0494 1212 932	20712	13
Samsung	SM-T337V	9900 0494 1226 684	20713	10
Samsung	SM-T337V	9900 0494 1223 087	20714	16
Samsung	SM-T337V	9900 0494 1222 345	20715	41
Samsung	SM-T337V	9900 0494 1221 255	20716	42
Samsung	SM-T337V	9900 0494 1215 729	20717	1
Samsung	SM-T337V	9900 0494 1212 866	20718	12
Samsung	SM-T337V	9900 0494 1224 176	20719	14
Samsung	SM-T337V	9900 0494 1222 048	20720	21
Samsung	SM-T337V	9900 0494 1216 636	20721	24
Samsung	SM-T337V	9900 0494 1216 560	20722	40
Samsung	SM-T337V	9900 0494 1216 347	20723	26
Samsung	SM-T337V	9900 0494 1214 508	20724	32
Samsung	SM-T337V	9900 0494 1215 646	20725	27
Samsung	SM-T337V	9900 0494 1213 278	20726	33
Samsung	SM-T337V	9900 0494 1224 853	20727	29
Samsung	SM-T337V	9900 0494 1215 950	20728	23
Samsung	SM-T337V	9900 0494 1230 553	20729	4
Samsung	SM-T337V	9900 0494 1240 784	20730	2
Samsung	SM-T337V	9900 0494 1221 313	20731	43
Samsung	SM-T337V	9900 0494 1223 681	20732	8
Samsung	SM-T337V	9900 0494 1228 896	20733	6
Samsung	SM-T337V	9900 0494 1214 417	20734	28
Samsung	SM-T337V	9900 0494 1216 123	20735	15
Samsung	SM-T337V	9900 0494 1221 248	20736	39
Samsung	SM-T337V	9900 0494 1223 707	20737	31
Samsung	SM-T337V	9900 0494 1221 297	20738	19
Samsung	SM-T337V	9900 0494 1226 742	20739	5
Samsung	SM-T337V	9900 0494 1221 545	20740	18
Samsung	SM-T337V	9900 0494 1222 683	20741	20
Samsung	SM-T337V	9900 0494 1235 784	20742	7

Leased Equipment - Hardware/Software

McDonald Transit Associates

March 2017

This inventory is in the process of being updated by Buncombe County IT Department.

Current User	LEASED TO	RM Seat #	Description of Equipment	Scheduling Software	Maintenance Provided by:
SCHEDULER 1	McDT	1	LAPTOP	ROTEMATCH	BUNCOMBE COUNTY IT DEPT.
RESERVATIONS/ADMIN 1	McDT	2	LAPTOP	ROTEMATCH	BUNCOMBE COUNTY IT DEPT.
SCHEDULER 2	McDT	3	LAPTOP	ROTEMATCH	BUNCOMBE COUNTY IT DEPT.
RESERVATIONS 2	McDT	4	DESKTOP COMPUTER*/MONITOR	ROTEMATCH	BUNCOMBE COUNTY IT DEPT.
DISPATCH OFFICE	McDT	5	LAPTOP	ROTEMATCH	BUNCOMBE COUNTY IT DEPT.
DISPATCH OFFICE	McDT		LCD MONITOR (ADD'L)	N/A	BUNCOMBE COUNTY IT DEPT.
OPERATIONS MANAGER	McDT	6	LAPTOP	ROTEMATCH	BUNCOMBE COUNTY IT DEPT.
OPERATIONS MANAGER	McDT		LCD MONITOR (ADD'L)	N/A	BUNCOMBE COUNTY IT DEPT.
Admin	McDT	10	DESKTOP COMPUTER*/MONITOR	ROTEMATCH	BUNCOMBE COUNTY IT DEPT.
GENERAL MANAGER	McDT	7	LAPTOP/NOTEBOOK	NONE	BUNCOMBE COUNTY IT DEPT.
FLEET MANAGER	McDT		DESKTOP COMPUTER*/MONITOR	NONE	BUNCOMBE COUNTY IT DEPT.
SAFETY/TRAINING MANAGER	McDT		DESKTOP COMPUTER/MONITOR	NONE	BUNCOMBE COUNTY IT DEPT.
DRIVER'S ROOM	McDT		DESKTOP COMPUTER/MONITOR	NONE	BUNCOMBE COUNTY IT DEPT.
SHARED	McDT		NETWORK DOMAIN 1	N/A	BUNCOMBE COUNTY IT DEPT.
N/A	McDT		BATTERY BACK-UP SYSTEM FOR COMPUTERS MARKED * AND FILE SERVER	N/A	N/A
PRINTERS					
SHARED	McDT		PRINTER, NETWORK	N/A	BUNCOMBE COUNTY IT DEPT.
OPERATIONS MGR.	McDT		PRINTER - Color	N/A	
TELEPHONES					
N/A	McDT		Telephones - 15	N/A	
N/A	McDT		Telephone Cxi Controller	N/A	

Leased Equipment - Other Equipment/Furnishings
McDonald Transit Associates
March 2017

Description	Manufacturer	Serial Number	Year	Location
AV CARTS (1)	DURO	N/A	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
AV CARTS (2)	APOLLO	N/A	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
CABINET, HAZ MAT STORAGE	CONDOR/GRAINGER	N/A	2017	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
CAMERA, DIGITAL STILL, MODEL DSC-P92, CARRYING CASE, EXTRA BATTERIES, MEMORY STICK, 4-YR. WARRANTY.	SONY	1389430	2004	2001 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
CAR SEATS, FIVE-POINT (INFANT)	COSCO	Quantity: 55	2012	VEHICLES OR OFFICE
CAR SEATS, HIGH BACK BOOSTER (TODDLER)	COSCO	Quantity: 37	2012	VEHICLES OR OFFICE
CHAIRS, GUEST (12)	HON	2007	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
CHAIRS, MGR. (24)	GLOBAL	2005	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
CHAIRS, STACK (17)	GLOBAL DESIGNER	67200	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
COPIER	RICOH MP5000B	M279600097	2010	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
DESK (1)	PBI (Vendor)	N/A	2012	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
DESKS (3)	PBI (Vendor)	N/A	2010	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
DESKS (4)	PBI (Vendor)	N/A	2010	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
EASEL, MULTIPURPOSE	STUDIO	N/A	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
FAX MACHINE	BROTHER INTELLIFAX	U63274D6J254635	2016	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
MAIL SORTER/RISERS (2)	K-LOG	N/A	2009	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
MULTIMEDIA PROJECTOR	HATACHI	CP-5318WT	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
OVERHEAD PROJECTOR	APOLLO CONCEPT	517027A011206565	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
ROLLING GUEST CHAIRS (6)	K-LOG	N/A	2009	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
STORAGE CABINET	N/A	N/A	1998	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
TABLES, FOLDING (21)	HON	FTD6030	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
TASK CHAIRS (7)	PBI (Vendor)	N/A	2010	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
TASK CHAIRS (1)	PBI (Vendor)	N/A	2012	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
TV	Insignia	48G153249H00093	2015	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
DVD/VCR	Toshiba	F30V9996KU5110	2015	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
WALL SCREEN	APOLLO	N/A	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)

Note: Other furnishings supplied through County Surplus are included with this lease but have no grant or local value. Such furnishings include, but are not limited to, desks, chairs, printer stands, coat racks, filing cabinets, folding chairs, bookshelves, and Christmas decorations.

CONTRACT RENEWAL AGREEMENT

between

Buncombe County

and

McDonald Transit Associates, Inc.

July 1, 2014 – June 30, 2017

State of North Carolina

County of Buncombe

CONTRACT RENEWAL AGREEMENT

Let this document renew and modify the existing Contract No. 12-MM-002 dated July 1, 2011, between McDonald Transit Associates, Inc. (Contractor) and Buncombe County (County), as follows:

1. Contract term is extended from July 1, 2014, to June 30, 2017;
2. Federal and State Requirements and Special Conditions, Attachment B to Contract No. 12-MM-002, shall be updated each year of the term to the current and applicable Certifications and Assurances authorized under state and federal grant agreements;
3. Project Budget, Attachment C to Contract No. 12-MM-002, is modified and accepted as set forth in Exhibit 1 hereto.
4. Vehicle and Equipment Lease Agreement, Attachment D to Contract No. 12-MM-002, shall be updated each year of the term to the current and applicable asset inventory lists maintained by the County.

All other terms and conditions of the original Contract shall remain the same.

AGREED AND ACCEPTED BY:

McDONALD TRANSIT ASSOCIATES, INC.
(Contractor)

By: _____

6/30/14
Date

Subscribed and sworn to before me this 30th day of June, 2014.

Rita Ann Farrell

Notary Public



My commission expires: April 23, 2018

BUNCOMBE COUNTY (County)

By: _____

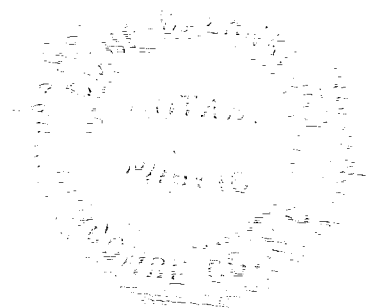
6/30/14
Date

Subscribed and sworn to me this 30th day of June, 2014.

Diane D. Lankford

Notary Public

My commission expires: 10-27-14



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 (19), dated October 1, 2012; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

**THE FOLLOWING MAY BE USED SYNONYMOUSLY:
"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.

3. Notification of Federal Participation

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

4. 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

(a) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, 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 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.** The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing; and FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

(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.

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 SAFETEA-LU, 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 **8.6%**.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach

of this contract, which may result in the termination of this contract or such other remedy as the **Procuring Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful 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. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

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. Buy America

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet Buy America. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device, which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$100,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

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

Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a sixty (60%) percent domestic content. Rolling stock that is not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. **Rolling stock includes:** buses, other

vehicles used in transportation, train control equipment, communication equipment, and traction power equipment.

Effective July 24, 1995 small purchases (under the \$100,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment C or D) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$100,000.

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

14. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet the requirements of the Pre-Award and Post-Delivery Audits for Rolling Stock. 49 U.S.C. Section 5323(m) and FTA's implementing regulation 49 CFR Part 663, dated September 24, 1991, and, when promulgated, any amendments to those regulations, require all recipients purchasing vehicles carrying passengers to conduct pre-award and post-delivery audits. If the provisions of 49 U.S.C. Section 5323(m), as amended by SAFETEA-LU conflict with FTA's implementing regulations as currently promulgated the provisions of 49 U.S.C. Section 5323(m), as amended, prevail.

Pre-Award Audit:

Pre-award information may also be submitted with the bid.

(1) Buy America Requirements: (for contracts of \$100,000 and more)

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 14. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that 60% of the cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

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

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

The Contractor shall submit:

- a) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or

- b) the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.

(3) Solicitation Specification Requirements:

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

Post-Delivery Audit:

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

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

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

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

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

Certifications of Pre-Award and Post-Delivery Audits should be presented with documentation from contractor. Additional documentation should be made available upon request.

15. 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.

16. Recycled Products

The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will

become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000. These requirements flow down to all contractor and subcontractor tiers.

To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing. These items include, but may not be limited to:

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.

17. 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.

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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

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

25. 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.

26. Contract Work Hours and Safety Standards Act (applies to non-transportation services)

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.

27. 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.

28. 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.

29. 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.

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 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

30. National Intelligent Transportation Systems Architecture and Standards

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

31. 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.*]

32. 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) 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.

33. Drug and Alcohol Testing

The Contractor agrees to comply with the FTA Drug and Alcohol Regulation, 49 CFR 655, revised October 1, 2005, that implemented 49 U.S.C. § 5331, 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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."

41. 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 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

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

The undersigned McDonald Transit 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, McDonald Transit, 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. June 30, 2014

Date

Signature of Contractor's Authorized Official Robert T. Babbitt, President

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this 30 day of June, 2014 in the State of Texas and the County of Tarrant.

Notary Public Rita Ann Farrell My Appointment Expires April 23, 2018



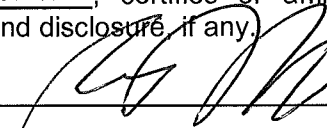
ATTACHMENT B

**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), McDonald Transit Associates, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE 
TITLE Robert T. Babbitt, President
COMPANY McDonald Transit Associates, Inc.
DATE June 30, 2014

State of Texas

County of Tarrant

Subscribed and sworn to before me this 30th day of June, 2014.

Notary Public Rita Ann Farrell

My Appointment Expires April 23, 2018

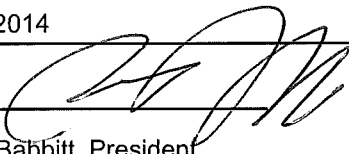


ATTACHMENT C

CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

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

DATE June 30, 2014
SIGNATURE 
TITLE Robert T. Babbitt, President
COMPANY McDonald Transit Associates, Inc.

State of Texas

County of Tarrant

Subscribed and sworn to before me this 30th day of June, 2014

Notary Public Rita Ann Farrell 

My Appointment Expires April 23, 2018 2



ATTACHMENT D

**CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

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

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

Mountain Mobility - Community Transportation Program

Exhibit 1 - Renewal Agreement

PROJECT BUDGET

McDonald Transit Associates	FY 2015 - FY 2017		
	Option 1		
Expenses	FY 2015	FY 2016	FY 2017
Administration			
Salaries/Wages/Benefits/Taxes	\$269,515	\$269,515	\$269,515
Other Admin (Postage, Printing, Training, etc.)	\$40,905	\$40,905	\$40,905
Medicaid Transportation Change Orders	\$36,000	\$36,000	\$36,000
Health Care Assessments Change Order	\$0	\$0	\$0
Substance Abuse Testing Program	\$3,842	\$3,842	\$3,842
Technology/Communication Costs	\$6,960	\$6,960	\$6,960
Insurance	\$222,082	\$222,082	\$222,082
Subtotal	\$579,304	\$579,304	\$579,304
Operations			
Salaries/Wages/Benefits/Taxes/Uniforms	\$1,554,263	\$1,554,263	\$1,554,263
Medicaid Transportation Change Orders	\$0	\$0	\$0
Fuel (Gasoline and Alternative Fuels)	\$0	\$0	\$0
Vehicle Maintenance, Tires, Supplies	\$467,445	\$467,445	\$467,445
Other Operating Costs	\$26,720	\$26,720	\$26,720
Management Fees	\$104,706	\$104,706	\$104,706
Subtotal	\$2,153,134	\$2,153,134	\$2,153,134
Total	\$2,732,438	\$2,732,438	\$2,732,438
Total Changes to Budget Award	\$329,303	\$329,303	\$329,303
Average Service Miles Per Fiscal Year/Base Period	1,473,307	1,473,307	1,473,307
Reimbursable Cost/Mile	\$1.8546	\$1.8546	\$1.8546
Guaranteed Annual Maximum Contract Amount	\$2,869,060	\$2,869,060	\$2,869,060
Change	\$307,968	\$307,968	\$307,968
Guaranteed Annual Minimum Contract Amount	\$2,595,816	\$2,595,816	\$2,595,816
Change	\$278,638	\$278,638	\$278,638

VEHICLE AND EQUIPMENT LEASE
McDonald Transit Associates
July 2014

VEHICLE AND EQUIPMENT LEASE

McDonald Transit Associates

July 2014

No.	Fleet Number	Lift Vans	Non-Lift Vans	LTVs	County I.D.	McDT Perm. Tag No.	Year	Make	Body Style	Series Model	Vehicle I.D. No.	Passenger Capacity			Fuel Type	LP PRINS Unit #
												Max. Cap.	Min. Cap.	WC Cap.		
1	00464	1			2092	34565V	2010	Goshen Coach	Bus	GCII	1FDDE4FS1ADB00464	13	11	2	Gas/CNG	N/A
2	00465	1			2091	34566V	2010	Goshen Coach	Bus	GCII	1FDDE4FS3ADB00465	13	11	2	Gas/CNG	N/A
3	00466	1			2096	34567V	2010	Goshen Coach	Bus	GCII	1FDDE4FS5ADB00466	13	11	2	Gas/CNG	N/A
4	00467	1			2097	34568V	2010	Goshen Coach	Bus	GCII	1FDDE4FS7ADB00467	13	11	2	Gas/CNG	N/A
5	00468	1			2098	34569V	2010	Goshen Coach	Bus	GCII	1FDDE4FS9ADB00468	13	11	2	Gas/CNG	N/A
6	00469	1			2100	34570V	2010	Goshen Coach	Bus	GCII	1FDDE4FS0ADB00469	13	11	2	Gas/CNG	N/A
7	00470	1			2102	34571V	2010	Goshen Coach	Bus	GCII	1FDDE4FS7ADB00470	13	11	2	Gas/CNG	N/A
8	00471	1			2109	34572V	2010	Goshen Coach	Bus	GCII	1FDDE4FS9ADB00471	13	11	2	Gas/CNG	N/A
9	00472	1			2110	34573V	2010	Goshen Coach	Bus	GCII	1FDDE4FS0ADB00472	13	11	2	Gas/CNG	N/A
10	00473	1			2111	34574V	2010	Goshen Coach	Bus	GCII	1FDDE4FS2ADB00473	13	11	2	Gas/CNG	N/A
11	00474	1			2112	34575V	2010	Goshen Coach	Bus	GCII	1FDDE4FS4ADB00474	13	11	2	Gas/CNG	N/A
12	00475			1	2093	34576V	2010	Goshen Coach	Bus	GCII	1FDDE4FS6ADB00475	14	12	2	Gas/CNG	N/A
13	11704		1		2147	34577V	2011	Ford	Van	E350T	1FTDS3EL4BDB31704	12	12	0	Gas/LP	D/26/08/0226
14	11705	1			2148	34578V	2011	Ford	Van	E350T	1FTDS3EL6BDB31705	9	5	2	Gas	N/A
15	11706	1			2146	34579V	2011	Ford	Van	E350T	1FTDS3EL8BDB31706	9	5	2	Gas	N/A
16	11707	1			2149	34580V	2011	Ford	Van	E350T	1FTDS3ELXBDB31707	9	5	2	Gas/LP	D/16/09/4636
17	11708	1			2150	34581V	2011	Ford	Van	E350T	1FTDS3EL1BDB31708	9	5	2	Gas	N/A
18	13100	1			2279	67087T	2013	Ford	E-350 Van	S3EN	1FTDS3EL2DDB29100	9	5	2	Gas/LP	D/16/09/4648
19	13101	1			2280	59806V	2013	Ford	E-350 Van	S3EN	1FTDS3EL4DDB29101	9	5	2	Gas/LP	D/16/09/4559
20	13102	1			2281	59805V	2013	Ford	E-350 Van	S3EN	1FTDS3EL6DDB29102	9	5	2	Gas/LP	D/16/09/4645
21	13840	1			2282	59804V	2013	Ford	E-350 Van	S3EN	1FTDS3EL9DDB29840	9	5	2	Gas	N/A
22	13841	1			2283	59801V	2013	Ford	E-350 Van	S3EN	1FTDS3EL0DDB29841	9	5	2	Gas/LP	D/16/09/4652
23	13842	1			2284	67098T	2013	Ford	E-350 Van	S3EN	1FTDS3EL2DDB29842	9	5	2	Gas/LP	D/40/08/3688
24	13844	1			2286	67096T	2013	Ford	E-350 Van	S3EN	1FTDS3EL6DDB29844	9	5	2	Gas/LP	D/16/09/4556
25	13845	1			2287	67092T	2013	Ford	E-350 Van	S3EN	1FTDS3EL8DDB29845	9	5	2	Gas	N/A
26	13846		1		2277	67089T	2013	Ford	E-350 Van	S3EN	1FTDS3ELXDDB29846	12	12	0	Gas	N/A
27	13847		1		2278	67088T	2013	Ford	E-350 Van	S3EN	1FTDS3EL1DDB29847	12	12	0	Gas	N/A
28	13884	1			2285	59866V	2013	Ford	E-350 Van	S3EN	1FTDS3EL7DDB29884	9	5	2	Gas/LP	D/41/08/4293
29	14641		1		2302	62891T	2014	Ford	Van	E350T	1FTDS3EL6EDA38641	12	12	0	Gas	N/A
30	14642		1		2303	62892T	2014	Ford	Van	E350T	1FTDS3EL8EDA38642	12	12	0	Gas/LP	D/16/09/4646
31	14643	1			2304	62890T	2014	Ford	Van	E350T	1FTDS3ELXEDA38643	9	5	2	Gas	N/A

GPS and Mobile Radio Equipment
 McDonald Transit Associates
 July 2014

Vehicle	GPS SN#	RADIO SN#	DATE	Vehicle	GPS SN#	RADIO SN#	DATE
464	26-09082558	BOA00040	5/7/2014	13846	26-09082565	BOA00142	5/7/2014
465	26-09082569	BOA00059	5/7/2014	13847	26-09082543	BOA00143	5/7/2014
466	26-09082542	BOA00079	5/7/2014	13884	26-09082560	B4500646	5/7/2014
467	26-09082549	BOA00036	5/7/2014	14641	26-09082552	BOA00078	5/7/2014
468	26-09082573	BOA00039	5/7/2014	14642	26-09082572	B4500643	5/7/2014
469	26-09113519	BOA00026	5/7/2014	14643	26-09082568	A8B00108	5/7/2014
470	26-09082546	BOA00031	5/7/2014	14644	26-09082547	A8B00109	5/7/2014
471	26-09082553	BOA00033	5/7/2014	14645	26-09082567	A8B00106	5/7/2014
472	26-09082550	BOA00060	5/7/2014	19457	26-09082554	A8B00107	5/7/2014
473	26-09082574	BOA00076	5/7/2014	20408	26-09082562	BOA00037	5/7/2014
474	26-09082564	BOA00145	5/7/2014	32604	26-09082537	B3300440	5/7/2014
475	26-09082536	BOA00038	5/7/2014	51224	26-09082556	A8B00110	5/7/2014
11704	26-09082571	BOA00032	5/7/2014	51230	26-09082541	BOA00027	5/7/2014
11705	26-09113518	BOA00077	5/7/2014	72054	26-09082548	A8A00276	5/7/2014
11706	26-09082566	BOA00029	5/7/2014	72055	26-09082540	BOA00030	5/7/2014
11707	26-09113520	A8A00277	5/7/2014	72056	26-09082575	B3300490	5/7/2014
11708	26-09082557	B4500644	5/7/2014	82543	26-09082561	BOA00034	5/7/2014
13100	26-09082551	B4400690	5/7/2014	82544	26-09082538	BOA00035	5/7/2014
13101	26-09082544	B4400688	5/7/2014	29746-Truck	N/A	91100293	5/7/2014
13102	26-09082534	B4400689	5/7/2014	94344-Admin	N/A	80800218	5/7/2014
13840	26-09082535	BOA00080	5/7/2014	Spares	26-09082570	91100363, 91100382	5/7/2014
13841	26-09082555	BOA00144	5/7/2014	Training	26-09082559	N/A	5/7/2014
13842	26-09082539	B4500647	5/7/2014	Dispatch Office	N/A	BOA00028	5/7/2014
13844	26-09082545	B4500645	5/7/2014	Office Use (Accident Investigations etc.)	N/A	80304983	5/7/2014
13845	26-09082563	BOA00141	5/7/2014	Office Use (Fleet Manager)	N/A	91004883	5/7/2014
				Operations Manager (Replaced/Retained)	N/A	777FYL655	5/7/2014
						Missing 5/7/14; MCDT to replace	

Leased Equipment - Camera Equipment
McDonald Transit Associates
July 2014

User's Position Title	Description of Equipment	Make/Model	Serial No. BO44-	Serial No. BO44-	Serial No. BO44-	Serial No. BO44-	Cond.	LOCATION 5/2014	# Cameras	# Antenna
Transit Driver	4-Camera System	Seon SQ03, SA04	5861	6070	7737	4259	N	464	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5981	4394	6095	5890	N	465	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5885	5963	6341	5614	N	466	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5884	6071	6285	6072	N	467	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5891	6084	6343	6176	N	468	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5862	6067	6301	6181	N	469	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5876	4227	6349	6093	N	470	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5881	5997	6342	5976	N	471	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5858	6066	5346	6015	N	472	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5864	6102	6359	6018	N	474	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5877	6177	4431	6082	N	475	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5883	6069	5288	6075	N	476	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5874	4201	6253	6073	N	11704	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5855	6207	7735	6206	N	11705	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5879	6180	6300	6068	N	11706	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5882	6094	6352	6098	N	11707	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	7330	6208	6320	6116	N	11708	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5896	7597	7771	7598	N	13100	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	7291	6195	6295	6120	N	13101	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	7329	6215	7773	6205	N	13102	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5865	6173	7768	7599	N	13840	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5888	4224	7767	6092	N	13841	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5853	6196	7734	6197	N	13842	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5854	6188	7764	6119	N	13844	4	0
Transit Driver	4-Camera System	Seon SQ03, SA05	B0462479	BOA459941	B0459879	B0455467	N	13845	4	0

**Leased Equipment - Camera Equipment
 McDonald Transit Associates
 July 2014**

User's Position Title	Description of Equipment	Make/Model	Serial No. BO44-	Serial No. BO44-	Serial No. BO44-	Serial No. BO44-	Cond.	LOCATION 5/2014	# Cameras	# Antenna
Transit Driver	4-Camera System	Seon SQ03, SA04	5950	5986	6223	5894	N	13846	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5895	5982	6317	5984	N	13847	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	7320	6125	7772	6122	N	13884	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5849	6187	7775	6029	N	14641	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	7287	6117	6321	6124	N	14642	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5848	6123	7774	6186	N	14643	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5878	6077	6290	6076	N	14644	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5880	5993	6298	6085	N	14645	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5851	6028	7769	4205	N	19457	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	7285	6200			N	20408	2	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5850	6214	6282	6204	N	32604	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5852	4179	7776	4187	N	51224	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5863	5973	6358	5994	N	51230	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	7286	6201	7750	6209	N	72054	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	7327	6185	6279	6184	N	72055	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5889	7601	7765	7602	N	72056	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5860	4168	7766	6182	N	82543	4	0
Transit Driver	4-Camera System	Seon SQ03, SA04	5886	6202	7770	6210	N	82544	4	0

Note: Service Truck 29741 and Admin Minivan 94339 do not have camera equipment installed.

Leased Equipment - Hardware/Software

McDonald Transit Associates

July 2014

Current User	LEASED TO	RM Seat #	Description of Equipment	Make/Model	Serial No.
SCHEDULER 1	McDT	1	DESKTOP COMPUTER*/MONITOR	HP 8200 SFF/HP 2306x	2UA219111L
RESERVATIONS/ADMIN 1	McDT	2	DESKTOP COMPUTER*/MONITOR	HP 8200 SFF/HP 2306x	2UA219111K
SCHEDULER 2	McDT	3	DESKTOP COMPUTER/MONITOR	HP 8200 SFF/HP 2306x	2UA219111H
RESERVATIONS 2	McDT	4	DESKTOP COMPUTER*/MONITOR	HP 8300 USDT/HP 2306x	2UA91509N3
DISPATCH OFFICE	McDT	5	DESKTOP COMPUTER*/MONITOR	HP 8200 SFF/HP 2306x	2UA2100MCM
DISPATCH OFFICE	McDT		LCD MONITOR (ADD'L)	HP 2306x	
OPERATIONS MANAGER	McDT	6	DESKTOP COMPUTER*/MONITOR	HP 8200 SFF/HP 2306x	2UA219111J
OPERATIONS MANAGER	McDT		LCD MONITOR (ADD'L)	HP 2306x	
MEDICAID VERIFICATION	McDT	10	DESKTOP COMPUTER*/MONITOR	HP 8200 SFF/HP 2306x	2UA219111M
GENERAL MANAGER	McDT	7	LAPTOP/NOTEBOOK	HP 8460p	CNU9182KL6
FLEET MANAGER	McDT		DESKTOP COMPUTER*/MONITOR	HP 8200 SFF/HP 2306x	2UA72212DK
SAFETY/TRAINING MANAGER	McDT		DESKTOP COMPUTER/MONITOR	HP 8300 USDT/HP 2306x	2UA72212DN
DRIVER'S ROOM	McDT		DESKTOP COMPUTER/MONITOR	HP COMPAQ	2UA72212DG
FILE SERVER	McDT		FILE SERVER* (ROUTEMATCH)	HP	USE815N53Q
SHARED	McDT		NETWORK DOMAIN 1	CISCO CATALYST SWITCH	N/A
N/A	McDT		BATTERY BACK-UP SYSTEM FOR COMPUTERS MARKED * AND FILE SERVER	SMART UPS	N/A
PRINTERS					
SHARED	McDT		PRINTER, NETWORK	HP LASERJET P4015N	CNDY248378
OPERATIONS MGR.	McDT		PRINTER - Color	HP Deskjet 6540	
TELEPHONES					
N/A	McDT		Telephones - 15	Mitel 5360 IP Phones	N/A
N/A	McDT		Telephone Cxi Controller	Mitel 3300	N/A

Leased Equipment - Other Equipment/Furnishings
McDonald Transit Associates
July 2014

Description	Manufacturer	Serial Number	Year	Location
AV CARTS (1)	DURO	N/A	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
AV CARTS (2)	APOLLO	N/A	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
CAFÉ TABLE (2)	K-LOG	N/A	2009	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
CAMERA, DIGITAL STILL, MODEL DSC-P92, CARRYING CASE, EXTRA BATTERIES, MEMORY STICK, 4-YR. WARRANTY.	SONY	1389430	2004	2001 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
CAR SEATS, FIVE-POINT (INFANT)	COSCO	Quantity: 55	2012	VEHICLES OR OFFICE
CAR SEATS, HIGH BACK BOOSTER (TODDLER)	COSCO	Quantity: 37	2012	VEHICLES OR OFFICE
CHAIRS, GUEST (12)	HON	2007	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
CHAIRS, MGR. (24)	GLOBAL	2005	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
CHAIRS, STACK (17)	GLOBAL DESIGNER	67200	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
COPIER	RICOH MP5000B	M279600097	2010	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
DESK (1)	PBI (Vendor)	N/A	2012	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
DESKS (3)	PBI (Vendor)	N/A	2010	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
DESKS (4)	PBI (Vendor)	N/A	2010	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
DVD PLAYER	PHILLIPS	KX2B0806274007	2008	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
EASEL, MULTIPURPOSE	STUDIO	N/A	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
FAX MACHINE	PANASONIC PANAFAX	FJP47800079	2010	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
MAIL SORTER/RISERS (2)	K-LOG	N/A	2009	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
MULTIMEDIA PROJECTOR	HATACHI	CP-5318WT	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
OVERHEAD PROJECTOR	APOLLO CONCEPT	517027A011206565	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
ROLLING GUEST CHAIRS (6)	K-LOG	N/A	2009	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
STORAGE CABINET	N/A	N/A	1998	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
TABLES, FOLDING (21)	HON	FTD6030	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
TASK CHAIRS (7)	PBI (Vendor)	N/A	2010	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
TASK CHAIRS (1)	PBI (Vendor)	N/A	2012	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
TV, 19-INCH	SANYO	V8440340520957	1998	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
VCR	SYLVANIA	U36628312A	2007	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)
WALL SCREEN	APOLLO	N/A	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)

Note: Other furnishings supplied through County Surplus are included with this lease but have not grant or local value. Such furnishings include, but are not limited to, desks, chairs, printer stands, coat racks, filing cabinets, folding chairs, bookshelves, and Christmas decorations.

CONTRACT AGREEMENT

between

Buncombe County

and

McDonald Transit Associates, Inc.

July 1, 2011 – June 30, 2014

**PURCHASE OF SERVICES AGREEMENT FOR
MANAGEMENT AND OPERATION OF SERVICES ASSOCIATED WITH
MOUNTAIN MOBILITY, BUNCOMBE COUNTY'S COMMUNITY TRANSPORTATION PROGRAM**

THIS AGREEMENT made this the 1st day of July, 2011, (hereinafter referred to as Agreement) by and between **BUNCOMBE COUNTY** (hereinafter referred to as the "County") and **McDONALD TRANSIT ASSOCIATES, INC.**, (hereinafter referred to as the "Contractor").

WHEREAS, the County issued a Request for Proposals (RFP) on February 15, 2011, to acquire certain services in connection with Buncombe County's Community Transportation Program, Mountain Mobility; and

WHEREAS, the County desires to purchase cost-effective and efficient transportation services in order to help accomplish the goals of the Community Transportation Program and to provide effective, quality mobility choices to passengers who are served through Mountain Mobility; and

WHEREAS, the Contractor submitted a responsive proposal dated March 25, 2011, and based on an in-depth evaluation of the proposals received and subsequent negotiations, McDonald Transit Associates, Inc., was selected as the firm that could provide the best service and value to the County and agencies contracting for service through Mountain Mobility; and

WHEREAS, the County and the Contractor agree to enter into this Agreement for transportation services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the County and the Contractor agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the undertaking of transportation services as described in RFP 3045200-2011, (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed.

Section 2. Project Implementation.

a. Scope of Project. The Contractor shall ensure that the Project is undertaken and completed in accordance with the applicable procedures and guidelines set forth in the following documents:

- (1) Buncombe County RFP 3045200-2011 and addenda thereto (collectively referred to as "RFP"), the Contractor's proposal submitted in response to the RFP, the negotiated terms and conditions of the RFP and the Contractor's proposal, insurance certificates, and required certifications;
- (2) Federal Transit Administration (hereinafter referred to as "FTA") Circular 9040.1E, dated October 1, 1998;
- (3) FTA Master Agreement, FTA MA (15), October 1, 2008;
- (4) The State Management Plan for Federal and State Transportation Programs;
- (5) Grant applications and contract documents related to the County's applications for financial assistance;
- (6) The Community Transportation Improvement Plan for Buncombe County;
- (7) Attachment A, Contractor's Required Certification Forms (as submitted with proposal);
- (8) Attachment B, Federal and State Requirements and Special Conditions;
- (9) Attachment C, Project Budget; and
- (10) Attachment D, Vehicle and Equipment Lease.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the County in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the County or the Contractor that shall cause any conflict with County, State, or Federal statutes, rules, or regulations.

- b. Contract Term and Period of Performance. The Contractor shall provide services for an initial term of three (3) years, beginning July 1, 2011, and ending June 30, 2014. In addition to the initial term, this Agreement shall include two (2) three-year renewable options which may be exercised at the discretion of the County.

The period of performance for all expenditures shall extend from July 1 to June 30 for each fiscal year of the contract. The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

- c. Contractor's Capacity. The Contractor is and shall be wholly responsible for the work to be performed under this Agreement and for the supervision of its employees. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:
- (1) Plan, administer, manage, and complete the Project in accordance with the terms of this agreement and applicable documents related hereto;
 - (2) Plan, administer, manage, and complete the Project and funding in accordance with recommendations from the County and its Board of Commissioners.
 - (3) Plan, administer, manage, and complete the Project in a manner that will not compromise the County or Contractor's compliance with Federal and State laws, regulations, and directives applicable to the Project.

The Contractor may, at its discretion and will, make improvements in procedures, processes, forms, materials, and methods related to the work to be performed under this Agreement that it deems to be in the best interests of the Project, the passengers served by Mountain Mobility, and the citizens of Buncombe County.

- d. Compliance with Laws. The Contractor shall comply with all state, federal, and local laws, ordinances, codes, rules, or regulations governing performance of this Agreement, including but not limited to equal opportunity employment laws, Americans with Disabilities Act, O.S.H.A., and minimum wage and hour regulations.
- e. Federal and State Requirements and Special Conditions.
- (1) Federal Certification Regarding Lobbying. As evidenced by the certification form in Attachment A, the Contractor certifies its compliance with 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.).
 - (2) Federal Certification Regarding Debarment. As evidenced by the certification form in Attachment A, the Contractor certifies 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.

Attachment B, Federal and State Requirements and Special Conditions, is required to be included in all contracts by the NCDOT. Requirements and special conditions may only be applicable in certain situations or conditions. The Contractor should ensure their understanding of and the applicability of state and/or federal laws, regulations, policies, and related administrative practices as related to this Agreement and any contract undertaken as it relates to services provided hereunder.

- f. Acceptable Performance. Performance of the Contractor and compliance with the terms and conditions of the contract shall be assessed throughout the contract period by the County, the CTAB, the NCDOT, FTA,

and/or its contracting agencies or designees. The Contractor shall be provided a thirty (30) day written notice of such assessments. The County will provide a summary of findings of all reviews with directives for a corrective action plan, if required. The County also reserves the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The County shall notify the Contractor, in writing, if materials and/or workmanship are found to be unacceptable. The Contractor shall have ninety (90) days from notification to correct defects or to provide acceptable materials and/or workmanship. Failure by the Contractor to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract. These provisions also shall apply to any subcontract awarded as appropriate and applicable.

- g. Changes in Project Performance. The Contractor agrees to notify the County immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Contractor's ability to perform the Project as provided in this Agreement for the Project. The Contractor also agrees to notify the County immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations.
- h. Fiscal Provisions. The total cost of the Project is set forth in the Project Budget, incorporated into this Agreement as Attachment C. Total reimbursements shall be at least equal to the minimum guaranteed contract amount for each fiscal year, but shall not exceed the maximum guaranteed contract amount for each fiscal year, as outlined in the Project Budget. Buncombe County reserves the right to adjust the Contractor's final payment in a fiscal year by any outstanding or uncompleted repairs on County-owned vehicles, lost or stolen equipment, or other items leased or otherwise used by the Contractor over the course of the contract period.

The County shall reimburse the Contractor on a monthly basis, and payment shall be calculated by multiplying the total service miles for the month, as verified on the Routematch Operating Statistics Report for the month, by the contract rate set forth in the Project Budget. Fares attributable to services provided each month shall be deducted from the amount due to the contractor. Fares collected and deposited by the contractor shall offset fares attributable. Neither the County nor its contracting agencies shall be responsible for reimbursing the contractor for the difference between fares attributed and fares collected.

The County shall supply vehicles and certain other equipment to provide services under this Agreement as specified in Attachment D, Vehicle and Equipment Lease. The Contractor shall comply with Buncombe County's Information Technology Usage Policies with regard to the use of any County-owned or licensed software, hardware, communications, and/or other technology-related equipment owned by, leased to and/or used by the Contractor in the performance of the Project.

The County shall allow the Contractor to utilize the County's fuel purchase system in purchasing gasoline and alternative fuels for the operation of County-owned vehicles under the terms and conditions outlined in the RFP. The County shall pay the direct cost of fuel purchased for County-owned vehicles in Mountain Mobility's fleet. The contractor shall maintain accurate and complete records relative to the use of gasoline and alternative fuels by each vehicle. The contractor agrees to reimburse the County for excess consumption in addition to fuel consumed for any unauthorized use or vehicle.

The Contractor shall make no claims and Buncombe County shall not be liable for additional payment or any other concession because of Contractor's misinterpretation or misunderstanding of this Agreement, or of any failure to fully acquaint itself with any of the conditions, documents, regulations, etc., relating hereto.

- i. Limitations of Agreement. This Agreement shall be subject to the availability of Federal, State, and local funds. The County and Contractor agree to negotiate the impact of any unusual or unexpected occurrences in good faith over the course of the contract.

- j. Assignment of Work. The Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the County.

Section 3. Ethics and Conflicts of Interest.

- a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts, subcontracts, or leases financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier, any subrecipient at any tier or agent thereof, or any lessee. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit the its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, its third party contractors or sub-recipients or their agents.
- b. Personal Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract, or sub-agreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.
- c. Organizational Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement, may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub-recipient or impair its objectivity in performing the contract work.
- d. Written Policy. Prior to the initiation of services, the Contractor will provide to the County its written code or standards of conduct addressing the requirements of this Agreement.

Section 4. Project Expenditures.

- a. General. The County shall reimburse the Contractor for allowable costs for work performed under the terms of this Agreement. The Contractor shall expend funds provided in this Agreement in accordance with the approved Project Budget. Any approved costs for Project work that is not eligible for Federal and State participation shall be financed with County or other local funding. Within twenty (20) calendar days following the end of each fiscal year, all invoices or billable expenses for Project work for the prior fiscal year shall be reported to the County. Invoices or expenses for the prior year not reported by each fiscal year deadline will not be allowable costs and will not be accrued to, deferred to, or otherwise billable to the Project.

- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 49 C.F.R. 18, the Office of Management and Budget Circulars A-87, "Costs Principles for State, Local, and Indian Tribal Governments" and A-102 "Grants and Cooperative Agreements with State and Local Governments." The Contractor shall report to the County all costs in the form and frequency required for reimbursement under applicable grants and funding programs.
- c. Allowable Costs. For those costs reports by the Contractor for reimbursement under applicable grants and funding programs, those costs shall meet all of the requirements set forth below:
 - (1) Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement;
 - (2) Necessary in order to accomplish the Project;
 - (3) Reasonable in amount for the goods or services purchased;
 - (4) Actual net costs to the Contractor, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;
 - (5) Incurred, and be for work performed, within the period of performance and period covered of this Agreement unless specific authorization from the County to the contrary is received;
 - (6) Satisfactorily documented; and
 - (7) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the County.
- d. Travel and Travel Subsistence. The Contractor shall limit reimbursement requests for meals, lodging and travel to the rates established by the State's Travel Policy. Costs incurred by the Contractor in excess of these rates shall be borne by the Contractor.
- e. Excluded Costs. The Contractor understands and agrees that, except to the extent the County determines otherwise in writing, ineligible costs will be as follows:
 - (1) Any project cost incurred by the Contractor before the effective date of this Agreement;
 - (2) Any cost that is not included in the latest Project Budget;
 - (3) Any cost for Project property or services received in connection with a third party contract, subcontract, lease, or other arrangement that is required to be, but has not been, approved by the County.

Section 5. Accounting Records, Reporting, Records Retention, Access, and Property Rights.

- a. Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with the approved Project Budget.
- b. Reports. The Contractor shall advise the County regarding the progress of the Project at such time and in such a manner as the County may require. Such reporting and documentation may include, but not be limited to: financial and service-related reports, management reports, progress reports, and performance reports. The Contractor shall collect and submit to the County such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the County. Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the County.

- c. Records Management and Retention. The Contractor shall maintain confidential storage of case records, files, and other documents, which will not be purged or destroyed without permission from the County. At a minimum, the Contractor shall keep all records on file five (5) years and three (3) months from the end of each fiscal year. In the case of any audit exception, records must be retained until the exception is settled. Such records shall include but not be limited to manifests, billing records, reports, etc. These records must be surrendered on demand if requested and/or at the end of the contract period at no cost to the County.
- d. Access to Records of Contractor and Subcontractors. The Contractor shall permit and shall require its third party contractors to permit the County, the NCDOT, the Comptroller General of the United States, and the Secretary of the United States County of Transportation, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Contractor pertaining to the Project.
- e. Property Rights. All information, property, records, leased vehicles and equipment, etc., associated with the contract is deemed to be the exclusive property of Buncombe County and shall be provided to the County in its correct form upon request by the County, at the end of the contract, or upon termination.

Section 6. Project Completion, Audit, Settlement, and Closeout.

- a. Project Completion. Within twenty (20) calendar days following the end of each fiscal year, the end of the Project's period of performance, or termination by the County, the Contractor agrees to submit a final report on the Project budget and expenditures to the County for the fiscal year.
- b. Funds Owed to the County. Within twenty (20) calendar days following the end of each fiscal year, the end of the Project's period of performance, or termination by the County, the Contractor agrees to remit any amounts collected by the Contractor from third parties or from other sources, as applicable. The Contractor further agrees to remit to the County any costs disallowed by the County.
- c. Financial Reporting and Audit Requirements. In accordance with OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations," revised on June 27, 2003, and N.C.G.S. 159-34, the Contractor shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Contractor agrees to submit a copy of the audit reporting package to the County after the Contractor's fiscal year-end.
- d. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with the provisions of OMB Circular A-133 are allowable charges. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments." The cost of any audit or portion thereof not conducted on this Project or in accordance with OMB Circular A-133 and N.C.G.S. 159-34 is unallowable and shall not be charged to the Project.
- e. Project Closeout. Project closeout occurs when the County issues the final project payment or acknowledges that the Contractor has remitted the proper refunds, if applicable. The Contractor agrees that Project closeout by the County does not invalidate any continuing requirements imposed by this Agreement and does not alter the reporting and record retention requirements of this Agreement.

Section 7. Procurement.

- a. Federal Standards. To the extent applicable, the Contractor agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. §§ 18.36 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions; and Article 8 of Chapter 143 of the North Carolina General Statutes. The Contractor also agrees to comply with the

provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the County, NCDOT, and/or the FTA determines otherwise in writing.

- b. Full and Open Competition. To the extent applicable, in accordance with 49 U.S.C. § 5325(a), the Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition.
- c. Procurement Documents. The Contractor agrees to submit procurement documents to the County for its review and approval prior to award of a contract/subcontract under this Agreement for any of the following:
 - (1) Any "brand name" product or sole source purchase equal to or greater than \$2,500;
 - (2) Any contract/subcontract to other than apparent lowest bidder equal to or greater than \$2,500;
 - (3) Any procurement equal to or greater than \$90,000;
 - (4) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.
- d. DBE Efforts. In all purchases and contract selections related to this Agreement, the Contractor agrees it will make good faith efforts to purchase from and award contracts to Disadvantage Business Enterprises (DBEs) and in accordance with federal, state, and local requirements, including those specified in Attachment B, Section 7.

Section 8. Hold Harmless. Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the County 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 its subcontractor(s) in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the Contractor.

Section 9. Insurance.

- (1) Providing and maintaining adequate insurance coverage shall be a material obligation of the contractor. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Agreement. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract. Insurance requirements also shall apply to any subcontractors that may provide services related to this Agreement.
- (2) Insurance shall meet all the laws of the State of North Carolina and shall be carried with companies with a rating of A- or better as determined by A.M. Best Company and that are authorized by the Commissioner of Insurance to do business in North Carolina.
- (3) The minimum insurance coverage which the contractor shall obtain and keep in force is as follows.

- a. Workman's Compensation and Employer's Liability Insurance:

Workman's Compensation coverage shall be provided at the statutory limits in compliance with applicable state and federal laws, covering all employees of the contractor engaged in the work.

Employer's Liability Insurance shall be provided at the following limits:

- Each Accident \$1,000,000
- Each Employee \$1,000,000
- Policy Limit \$1,000,000

b. Comprehensive General Liability: Coverage is to be written on an occurrence basis. Such coverage shall include, but not be limited to, bodily injury, property damage -- broad form, and personal injury, for the hazards of Premises/Operation, and contractual and independent contractors-- broad form.

- \$5,000,000 Per Occurrence
- \$10,000,000 General Aggregate

c. Automobile Liability Insurance: Coverage is to be written on an occurrence basis and shall include any auto including all owned vehicles; all hired and/or leased vehicles; all non-owned autos; and uninsured/underinsured motorist coverage per NCGS 20-279.21.

- \$5,000,000 Combined Single Limit Per Occurrence
- \$1,000,000 Uninsured Motorist/Under-Insured Motorist

d. Physical Damage/Comprehensive and Collision:

- Declared Value of Fleet Less \$1,000 Deductible Per Occurrence.

e. Property Insurance/Other:

- Property insurance must be provided on any building housing Mountain Mobility operations, as well as its contents. Property insurance requirements will depend on negotiated terms for office space.

f. Inland Marine-EDP Equipment: A separate property policy shall be provided that includes off-premises and on-premises coverage for vehicle MDT/AVL (GPS) units.

- Declared Value of Units (\$142,428 or portion thereof if applicable)
- \$1,000 – On-Premises Coverage
- \$1,000 – Minimum Deductible

- (4) Certificate(s) evidencing required insurance coverage in the specified amounts and for every enumeration shall be furnished to the County in the proper form within fifteen (15) days from the date of the Notice of Award for this Agreement. The certificate(s) shall contain a provision that coverage shall not be cancelled, reduced, or permitted to lapse unless at least thirty (30) days' prior written notice has been given to the County. The certificate(s) shall identify any self-insured retentions, if any.
- (5) The contractor's liability insurance shall name the County and its Board of Commissioners, the CTAB, and contracting agencies and their boards, and each of their present and future employees, as additional insureds. General liability and property insurance also shall name the Lessor of any facility or portion thereof leased by the County and utilized by the contractor for Mountain Mobility offices. Buncombe County will be named as loss payee.
- (6) In the event of payment of any loss or damage, the insurer will have no rights of recovery against any of the parties named as insured or additional insureds.

Section 10. Disputes, Breaches, Defaults, or Other Litigation. Each and every provision of this Agreement shall be governed by the laws of the State of North Carolina and should any claim or dispute arise between the parties

that cannot be resolved amicably then any action to enforce or interpret its terms shall be brought in the General Court of Justice of Buncombe County, North Carolina, which shall have venue and jurisdiction over the subject matter and the parties. Any mediation of any claim or dispute between the parties shall be conducted in accordance with local rules of the General Court of Justice of Buncombe County.

Section 11. Amendments/Revisions to the Project. The Contractor agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project may require an amendment or revision to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Contractor agrees that any requests for amendments and or revisions will be submitted in accordance with the policies and procedures established by the County.

Section 12. Information Obtained Through Internet Links. This Agreement and attachments hereto may include electronic links/web site addresses to Federal/State laws, regulations, and directives as well as other information. The County does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 13. Severability. If any provision of this Agreement for the Project is determined invalid, the remainder of the Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

Section 14. Termination of Agreement. Notwithstanding the provisions of this Agreement and as set forth in Attachment B, Section 17, the County, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project. The County, before issuing notice of Agreement termination, shall allow the Contractor a reasonable opportunity to correct for noncompliance.

Section 15. Contract Administrators. All notices permitted or required to be given by one party to the other and all questions about this Agreement from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the parties' respective initial Contract Administrators are set out below. Either party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other party.

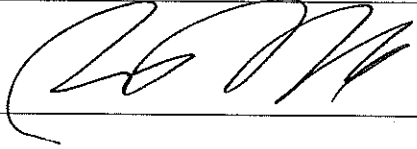
FOR THE COUNTY:		FOR THE CONTRACTOR:	
Name:	Jon Creighton	Name:	Robert T. Babbitt
Title:	Assistant County Manager	Title:	President
Dept.:	c/o Buncombe County Planning and Development	Agency:	McDonald Transit Associates, Inc.
Address:	46 Valley Street	Address:	3800 Sandshell, Suite 175
City/Zip:	Asheville, NC 28801	City:	Fort Worth, TX 76137
Phone:	(828) 250-4830	Phone:	(817) 232-9551
Fax:	(828) 250-6086	Fax:	(817) 232-9560
Email:	jon.creighton@buncombecounty.org	Email:	bbabbitt@mcdonaldtransit.com

IN WITNESS WHEREOF, this Agreement has been executed by the County and the Contractor by and through a duly authorized representative, and is effective the date and year first above written.

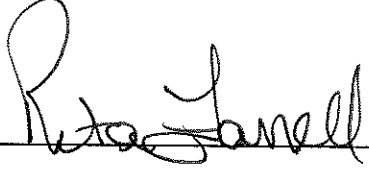
McDONALD TRANSIT ASSOCIATES, INC.

CONTRACTOR'S FEDERAL TAX ID NUMBER: 751626932

CONTRACTOR'S FISCAL YEAR END: June 30


BY: 

TITLE: Robert Babbitt, President

ATTEST: 

TITLE: Assistant Vice President - Management Services

BUNCOMBE COUNTY

BY: 

TITLE: COUNTY MANAGER OR DESIGNEE

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

By: Donna B. Clark

Title: Finance Director

MB FORM 1

MB UTILIZATION COMMITMENT

(Must be submitted with proposal if subcontracting.)

We, McDonald Transit Associates, Inc., do certify

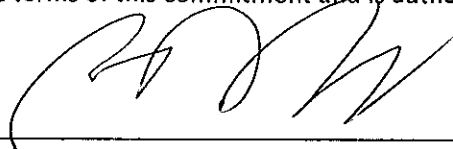
that on the attached proposal for services related to the management and operation of Mountain Mobility Transportation Services, RFP #3045200-2011, we will expend a minimum of .003 % of the total dollar amount of the contract with certified minority business (MB) enterprises. MBs will be employed as vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. If the proposer intends to subcontract, this form must be completed and submitted with the proposal regardless of the amount or lack of participation attained.

Indicate Name and Phone Number of Firm	MB Category	Description of Work	Percentage of Total Contract
Best Uniforms, Inc. (910) 200-0646	F	Uniforms	.003

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that s/he has read the terms of this commitment and is authorized to bind the proposer to the commitment herein set forth.

McDonald Transit Associates, Inc. will continue its DBE efforts to assist Buncombe County meet its established goals if awarded the contract.



Authorized Official's Signature
March 23, 2011

Date

Please Type:

Robert T. Babbitt

Authorized Official's Name

President

Title

McDonald Transit Associates, Inc.

Company's Name

CERTIFICATION REGARDING LOBBYING

McDonald Transit

The undersigned Assoc, Inc. certifies, to the best of his or her knowledge and belief, that:
(Proposer)

- 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.]

McDonald Transit

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

[Handwritten Signature]

Authorized Official's Signature
3-23-11

Date

Please Type:

Robert T. Babbitt

Authorized Official's Name
President

Title

McDonald Transit Associates, Inc.
Company's Name

STATE OF Texas
COUNTY OF Tarrant

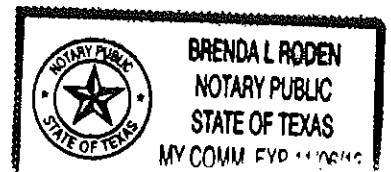
Subscribed to and sworn before me this 23 day of March, 2011

11-6-13

Date Commission Expires

[Handwritten Signature]
Notary Public

Failure to submit this form in a properly executed manner will result in the proposal being found non-responsive and rejected.



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

- (1) The prospective lower tier participant (Proposer/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 Proposer /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 (Proposer /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.

McDonald Transit

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



Authorized Official's Signature

3-23-11

Date

Please Type:

Robert T. Babbitt

Authorized Official's Name

President

Title

McDonald Transit Associates, Inc.

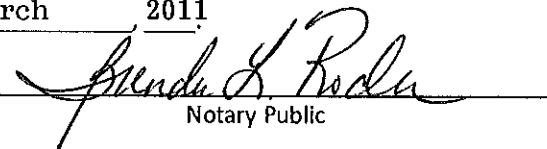
Company's Name

STATE OF Texas
COUNTY OF Tarrant

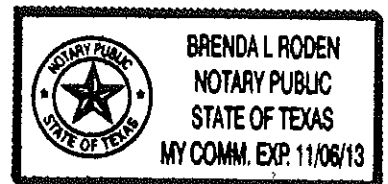
Subscribed to and sworn before me this 23 day of March, 2011

11-6-13

Date Commission Expires



Notary Public



*Failure to submit this form in a properly executed manner
will result in the proposal being found non-responsive and rejected.*

CERTIFICATE A
COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

*A proposal which does not include either
Certificate A "Compliance with Buy America Rolling Stock Requirements" OR
Certificate B "Non-Compliance with Buy American Rolling Stock Requirements"
will not be eligible for award.*

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



Authorized Official's Signature
3-23-11

Date

Please Type:

Robert T. Babbitt

Authorized Official's Name
President

Title

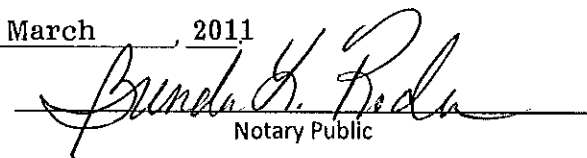
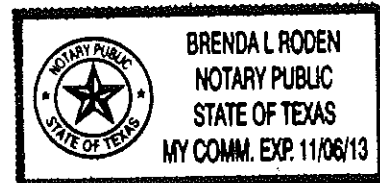
McDonald Transit Associates, Inc.

Company's Name

STATE OF Texas
COUNTY OF Tarrant

Subscribed to and sworn before me this 23 day of March, 2011

11-6-13
Date Commission Expires


Notary Public

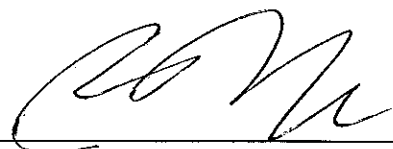
**ALCOHOL MISUSE AND
PROHIBITED DRUG USE CERTIFICATION**

In accordance with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at

49 CFR Part 655, Subpart I, the contractor McDonald Transit Associates, Inc.
(Contractor)

certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations.

McDONALD TRANSIT ASSOCIATES, INC.

BY: 

TITLE: **President**

DATE: **June 30, 2011**

ATTEST: 

TITLE: Chief Financial Officer, Secretary
& Treasurer

DRUG-FREE WORKPLACE ACT CERTIFICATION

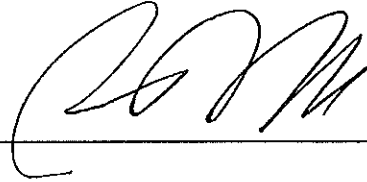
1. As Contractor of Mountain Mobility, McDonald Transit Associates, Inc. certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of any contract be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment by the Contractor, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) days after such a conviction.
 - (e) Notifying the North Carolina Department of Transportation - Public Transportation Division within ten (10) calendar days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the North Carolina Department of Transportation - Public Transportation Division has designated a central point for the receipt of such notices. Notice shall include that the employer is a Contractor for Mountain Mobility.
 - (f) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d)(2), with respect to any employee so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The Contractor's headquarter office is located at the following address. The Contractor's local/central office shall be added to this certification by this reference thereto.

Name of Contractor: McDonald Transit Associates, Inc.
Street Address: 3800 Sandshell, Suite 175
City/State/Zip: Fort Worth, TX 76137

McDONALD TRANSIT ASSOCIATES, INC.

BY:



TITLE: **President**

DATE: **June 30, 2011**

ATTEST:



TITLE:

Chief Financial Officer, Secretary
& Treasurer

Attachment B**FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS****FOR SERVICES ASSOCIATED WITH "MOUNTAIN MOBILITY"
BUNCOMBE COUNTY'S COMMUNITY TRANSPORTATION PROGRAM
ASHEVILLE, NORTH CAROLINA**

The following Federal and State Requirements and Special Conditions are required by the NCDOT-Public Transportation Division. Requirements and special conditions may only be applicable in certain situations or conditions. The Contractor should ensure their understanding of and applicability of state and/or federal laws, regulations, policies, and related administrative practices as related to any contract undertaken as it relates to services provided by Mountain Mobility.

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 (17), dated October 1, 2010; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto. The following terms may be used synonymously within this section: "bidder" and "contractor" or "Contractor"; and "purchaser", "procuring agency", and "County".

2. Federal Changes

The 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 any applicable Master Agreement between Buncombe County 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. *Presently there is no Master Agreement between Buncombe County and FTA.*

3. Notification of Federal Participation

To the extent required by Federal law, the State of North Carolina has agreed 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.

4. Conflict of Interest

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

5. Lobbying

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 on 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 County.

The requisite "Lobbying Certification" is included in Attachment A and must be executed for contracts of \$100,000 or more and prior to the award of the contract.

6. Civil Rights

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - (a) The third party Contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration Recipients", May 13, 2007.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (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, and with 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 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. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions to Address Environmental justice in minority Populations and Low-Income Populations," 62 CFR 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.
 - (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.

7. Contracting With Disadvantaged Business Enterprises

- a. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- b. In order to determine if contracts awarded under this RFP may contribute to Buncombe County's goals for minority business participation, the proposer shall complete either MB Form 1, which states the amount (percentage) of minority business participation on the project, or MB Form 2, which states that the proposer will perform 100% of the work required on this project.
- c. *Further, although this contract is not presently subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Program, the following requirements are applicable.*
- d. The Contractor shall carry out applicable requirements of 49 CFR Part 18.36(e) in the 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 County deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph and take affirmative steps listed below. The Contractor may be required to report its DBE efforts and participation throughout the period of performance.
- e. The Contractor and any subcontractors will take all necessary affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:
- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

8. Clean Air Act

- (a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the County and understands and agrees that the County 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.

9. Clean Water

- (a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. Environmental Protection

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

11. Energy Conservation

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

12. Buy America

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet Buy America. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device, which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$100,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

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

Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a sixty (60%) percent domestic content. Rolling stock that is not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. Rolling stock includes: buses, other vehicles used in transportation, train control equipment, communication equipment, and traction power equipment.

Effective July 24, 1995 small purchases (under the \$100,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

13. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet the requirements of the Pre-Award and Post-Delivery Audits for Rolling Stock. 49 U.S.C. Section 5323(m) and FTA's implementing regulation 49 CFR Part 663, dated September 24, 1991, and, when promulgated, any amendments to those regulations, require all recipients purchasing vehicles carrying passengers to conduct pre-award and post-delivery audits. If the provisions of 49 U.S.C. Section 5323(m), as amended by SAFETEA-LU conflict with FTA's implementing regulations as currently promulgated the provisions of 49 U.S.C. Section 5323(m), as amended, prevail.

Pre-Award Audit:

Pre-award information may also be submitted with the bid.

(1) Buy America Requirements: (for contracts of \$100,000 and more)

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Attachment A). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that 60% of the cost of all components is manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

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

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

The Contractor shall submit:

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

(3) Solicitation Specification Requirements:

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

Post-Delivery Audit:

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

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

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

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

Certifications of Pre-Award and Post-Delivery Audits should be presented with documentation from Contractor. Additional documentation should be made available upon request.

14. 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.

15. Recycled Products

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

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

These items include, but may not be limited to:

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.

16. Debarment and Suspension

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

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

By signing and submitting its 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 County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 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 Contractor shall review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any subagreement, lease or third party contract related to services under this RFP.

Buncombe County shall review all third party contractors under the Excluded Parties Listing System at <http://epls.gov/> before entering into any contracts related to services under this RFP.

The requisite Debarment and Suspension Certification is included in Attachment A and must be submitted with any contracts of \$25,000 or more and prior to the award of the contract.

17. Termination or Cancellation of Contract

The County, 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 County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Except as otherwise directed by the County, after receipt of a notice of termination including the end of the agreed upon contract period, the Contractor shall:

- (a). Stop work under the contract on the date and to the extent specified in the notice of termination;
- (b). Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;

- (c). Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- (d). Assign to Buncombe County in the manner, at the times, and to the extent directed by Buncombe County all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case Buncombe County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
- (e). Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of Buncombe County, to the extent that Buncombe County may require, which approval or ratification shall be final for all purposes;
- (f). Transfer title and deliver to the entity or entities designated by Buncombe County, in the manner, at the times, and to the extent, if any, directed by Buncombe County, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated.
- (g). The completed or partially completed plans, drawings, information, and other property to the work.
- (h). Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
- (i). Take such action as may be necessary, or as Buncombe County may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which Buncombe County has or may acquire an interest.
- (j). Return all vehicles, equipment, and software belonging to Buncombe County in the manner, at the times and to the extent directed by Buncombe County and to return vehicles and equipment in good working and mechanical condition, reasonable wear and tear expected.

18. 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 County 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 County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor a 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 County'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 County setting forth the nature of said breach or default, The County 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 County 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 County-owned goods, the Contractor shall, upon direction of the County, protect and preserve the goods until surrendered to the County or its agent. The Contractor and County 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 County 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 County, 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.

19. 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 County. 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 County. In the event of such appeal or other dispute by and between the parties that cannot be resolved amicably, then the provisions of Section 8.15 shall control.

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

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach shall be resolved in accordance with Section 8.15.

20. Protest Procedures

To ensure that protests are received and processed effectively the County 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 County before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the County'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.

21. No Federal Government Obligations to Third Parties

The County 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 County, 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.

22. 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.

23. Access to Records and Recordkeeping Pertaining to this Project

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).

The 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 Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than five (5) years after the date of termination or expiration of this contract. In the event of litigation or settlement of claims arising from the performance of this contract, the Contractor agrees to maintain same until the County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39 (i)(11).

24. Privacy

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, 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.

25. Contract Work Hours and Safety Standards

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.

(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 County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from 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.

26. Transit Employee Protective Agreements

(1) To the extent required by law, the Contractor agrees to 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 County and Contractor agree 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 County and Contractor agree 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 County and Contractor agree 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 County and Contractor agree 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 County'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 County and Contractor agree 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 County'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.

27. Federal Motor Carrier Safety Administration

The Contractor and its subcontractors, lessees or third party contractors will comply with 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.

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 26,000 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 as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (*Applicable to ITS projects*)

29. Charter Service

As applicable, the Contractor agrees to comply with 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, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental;" i.e., it must not interfere with or detract from the provision of mass transportation. The Charter Service Agreement that the County selected in its latest annual Certifications and

Assurances made to the NCDOT and/or the FTA is incorporated by reference and made part of this procurement. It is understood that the service opportunities under this RFP do not include any charter service.

30. School Bus Operations

The Contractor agrees to comply with 69 U.S.C. 5323(f) and 49 CFR Part 605, which provides that 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. It is understood that the service opportunities under this RFP do not include any school bus operations.

31. Drug and Alcohol Testing

The Contractor agrees to comply with FTA Drug and Alcohol Regulation, 49 CFR 655, revised October 1, 2005, that implemented 49 U.S.C. 5331, 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 shall take effect immediately upon the execution of the contract.

The Contractor agrees to produce any documentation necessary to establish its compliance with this regulation, including but not limited to: scheduling and distribution of random tests, employee training, post-accident test documentation, testing procedures, and labs. The Contractor shall permit any authorized representative of the USDOT or its operating administrations, the NCDOT, or the County, to review and/or inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under federal regulations.

The Contractor will submit a certification with the contract certifying that it has established and implemented a drug use and alcohol misuse testing program in compliance with federal regulations. The Contractor shall submit a copy of its Substance Abuse Policy within thirty (30) days of the execution of the contract. The Contractor further agrees to certify annually its compliance with the regulation before July 1st of each fiscal year. In addition, the Contractor shall submit annual reports by February 1st for the previous calendar year or any portion thereof covered under the contract.

32. State and Local Disclaimer

The County 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. 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, and 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 County requests which would cause the County 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 County 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.

d. 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, emailing, 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.

Note: N.C.G.S. 20-137.4A. prohibits the use of a mobile telephone for text messaging or email while operating a motor vehicle.

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

Governor Perdue's Executive Order # 24 prohibits 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

The 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 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.



BUNCOMBE COUNTY CHANGE ORDER

Contractor: McDonald Transit Associates, Inc.
d/b/a Buncombe County Transit Management, Inc.

Date: May 15, 2012.

Project: Mountain Mobility Contract #12-MM-002

Change Order No: 1

Original contract date: July 1, 2011

Description of Contract Change(s):	
Revise Contract #12-MM-002, Attachment C, per the attached revision to add funding for	
additional costs associated with Medicaid Transportation Policy changes.	


The original contract sum was:	<u>\$2,403,135.00</u>
Net amount of previous change orders:	<u>0.00</u>
Total original contract amount plus or minus net change orders:	<u>\$2,403,135.00</u>
Total amount of this change order:	<u>36,000.00</u>
The new contract amount including this change order will be:	<u>\$2,439,135.00</u>
The contract time will be changed by the following number of days:	<u>(0) Days</u>

Contractor:
 McDonald Transit Associates, Inc., d/b/a
 Buncombe County Transit Management, Inc.

 Company name
 2000 Riverside Drive

 Address
 Asheville, NC 28804

 City, State, Zip
 5/15/2012

 Date


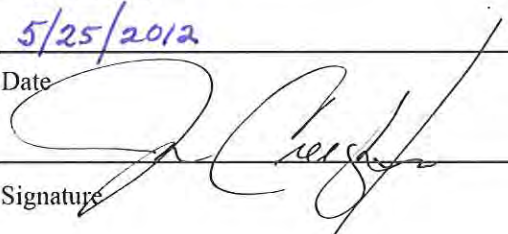
 Signature

Buncombe County:
 Buncombe County Planning and Development

 Department
 46 Valley Street

 Address
 Asheville, NC 28801

 City, State, Zip
 5/25/2012

 Date


 Signature

Mountain Mobility - Community Transportation Program

Attachment C

PROJECT BUDGET FY 2012 - FY 2014

McDonald Transit Associates				
Expenses	Project Budget	Change Order 1		
		FY 2012	FY 2013	FY 2014
Administration				
Salaries/Wages/Benefits/Taxes	\$246,020	\$246,020	\$246,020	\$246,020
Other Admin (Postage, Printing, Training, etc.)	\$41,341	\$41,341	\$41,341	\$41,341
Medicaid Transportation Change Order 1	\$0	\$6,000	\$36,000	\$36,000
Substance Abuse Testing Program	\$3,747	\$3,747	\$3,747	\$3,747
Technology/Communication Costs	\$6,559	\$6,559	\$6,559	\$6,559
Insurance	\$202,566	\$202,566	\$202,566	\$202,566
Subtotal	\$500,233	\$506,233	\$536,233	\$536,233
Operations				
Salaries/Wages/Benefits/Taxes/Uniforms	\$1,399,425	\$1,399,425	\$1,399,425	\$1,399,425
Fuel (Gasoline and Alternative Fuels)	\$0	\$0	\$0	\$0
Vehicle Maintenance, Tires, Supplies	\$385,393	\$385,393	\$385,393	\$385,393
Other Operating Costs	\$24,767	\$24,767	\$24,767	\$24,767
Management Fees	\$93,317	\$93,317	\$93,317	\$93,317
Subtotal	\$1,902,902	\$1,902,902	\$1,902,902	\$1,902,902
Total	\$2,403,135	\$2,409,135	\$2,439,135	\$2,439,135
Change		\$6,000	\$36,000	\$36,000
Average Service Miles Per Fiscal Year/Base Period	1,402,042	1,402,042	1,402,042	1,402,042
Reimbursable Cost/Mile	\$1.7140	\$1.7140	\$1.7397	\$1.7397
Guaranteed Annual Maximum Contract Amount	\$2,523,292	\$2,529,592	\$2,561,092	\$2,561,092
Change		\$6,300	\$37,800	\$37,800
Guaranteed Annual Minimum Contract Amount	\$2,282,978	\$2,288,678	\$2,317,178	\$2,317,178
Change		\$5,700	\$34,200	\$34,200

McDonald Transit Associates	McDonald 3			
	McDonald 3	McDonald 3	McDonald 3	3 Yr Avg
	FY 2012 Proposed Budget	FY 2013 Proposed Budget	FY 2014 Proposed Budget	
Description				
Administrative Expenses				
Salaries/Wages, Full Time	\$ 175,036	\$ 179,237	\$ 183,542	\$ 179,272
Overtime	\$ 5,528	\$ 5,639	\$ 5,752	\$ 5,640
Salaries/Wages, Part Time	\$ -	\$ -	\$ -	\$ -
Employee Taxes/Benefits	\$ 58,170	\$ 61,042	\$ 64,114	\$ 61,109
Accounting/Finance/Legal	\$ 7,833	\$ 7,968	\$ 8,107	\$ 7,970
Other Professional Services (Explain)	\$ 9,326	\$ 9,479	\$ 9,633	\$ 9,479
Drug and Alcohol Tests	\$ 3,690	\$ 3,747	\$ 3,804	\$ 3,747
Office Expense	\$ 6,329	\$ 6,553	\$ 6,794	\$ 6,559
Other Fixed Charges (Explain)	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,061
Insurance Premiums - General/Emp. Liability & Property Cov.	\$ 14,660	\$ 15,229	\$ 15,905	\$ 15,265
Insurance Premiums - Auto Liability/Physical Damage	\$ 171,800	\$ 176,954	\$ 182,243	\$ 176,999
Vehicle Body Repairs (Deductibles)	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,303
Accident/Incident Claims (Non-Auto/Deductibles)	\$ -	\$ -	\$ -	\$ -
Other Charges	\$ 21,191	\$ 21,825	\$ 22,479	\$ 21,832
Subtotal Administrative Expenses	\$ 485,563	\$ 500,032	\$ 515,103	\$ 500,233
Operational Expenses				
Salaries/Wages, Drivers	\$ 920,400	\$ 939,529	\$ 973,055	\$ 944,328
Salaries/Wages, Other Operations Staff	\$ 164,219	\$ 166,748	\$ 170,137	\$ 167,034
Overtime	\$ 57,085	\$ 58,225	\$ 60,168	\$ 58,493
Employee Taxes/Benefits	\$ 220,332	\$ 228,603	\$ 239,777	\$ 229,571
Uniforms	\$ 5,400	\$ 5,500	\$ 5,600	\$ 5,500
Vehicle Supplies, Lubricants, Materials	\$ 260,630	\$ 274,499	\$ 294,654	\$ 276,594
Maintenance/Repair - Vehicles	\$ 49,556	\$ 70,732	\$ 71,828	\$ 64,039
Tires	\$ 42,788	\$ 44,730	\$ 46,761	\$ 44,760
Other Charges (Explain)	\$ 18,700	\$ 19,261	\$ 19,839	\$ 19,267
Subtotal - Operational Expenses	\$ 1,739,111	\$ 1,807,827	\$ 1,881,819	\$ 1,809,585
Management Fee	\$ 89,877	\$ 93,238	\$ 96,836	\$ 93,317
Total Proposed Service Costs	\$ 2,314,551	\$ 2,401,097	\$ 2,493,758	\$ 2,403,135
Service Volume	Annual	Annual	Annual	3 Yr Avg
Service Miles	1,381,220	1,401,939	1,422,968	1,402,042
Avg. Contract Cost/Mile	\$1.6757	\$1.7127	\$1.7525	\$ 1.7140

Mountain Mobility - Community Transportation Program

See previous pages/
Change Order 1 for
revised budget.

Attachment C

PROJECT BUDGET FY 2012 - FY 2014

McDonald Transit Associates	
Expenses	Project Budget
Administration	
Salaries/Wages/Benefits/Taxes	\$246,020
Other Admin (Postage, Printing, Training, etc.)	\$41,341
Substance Abuse Testing Program	\$3,747
Technology/Communication Costs	\$6,559
Insurance	\$202,566
Subtotal	\$500,233
Operations	
Salaries/Wages/Benefits/Taxes/Uniforms	\$1,399,425
Fuel (Gasoline and Alternative Fuels)	\$0
Vehicle Maintenance, Tires, Supplies	\$385,393
Other Operating Costs	\$24,767
Management Fees	\$93,317
Subtotal	\$1,902,902
Total	\$2,403,135
Service Miles Per Fiscal Year/Base Period	1,402,042
Reimbursable Cost/Mile	\$1.7140
Guaranteed Annual Maximum Contract Amount	\$2,523,292
Guaranteed Annual Minimum Contract Amount	\$2,282,978

See Change Order
1 for revised
budget.

McDonald Transit Associates	McDonald 3			McDonald 3
	McDonald 3	McDonald 3	McDonald 3	
	FY 2012 Proposed Budget	FY 2013 Proposed Budget	FY 2014 Proposed Budget	3 Yr Avg
Description				
Administrative Expenses				
Salaries/Wages, Full Time	\$ 175,036	\$ 179,237	\$ 183,542	\$ 179,272
Overtime	\$ 5,528	\$ 5,639	\$ 5,752	\$ 5,640
Salaries/Wages, Part Time	\$ -	\$ -	\$ -	\$ -
Employee Taxes/Benefits	\$ 58,170	\$ 61,042	\$ 64,114	\$ 61,109
Accounting/Finance/Legal	\$ 7,833	\$ 7,968	\$ 8,107	\$ 7,970
Other Professional Services (Explain)	\$ 9,326	\$ 9,479	\$ 9,633	\$ 9,479
Drug and Alcohol Tests	\$ 3,690	\$ 3,747	\$ 3,804	\$ 3,747
Office Expense	\$ 6,329	\$ 6,553	\$ 6,794	\$ 6,559
Other Fixed Charges (Explain)	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,061
Insurance Premiums - General/Emp. Liability & Property Cov.	\$ 14,660	\$ 15,229	\$ 15,905	\$ 15,265
Insurance Premiums - Auto Liability/Physical Damage	\$ 171,800	\$ 176,954	\$ 182,243	\$ 176,999
Vehicle Body Repairs (Deductibles)	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,303
Accident/Incident Claims (Non-Auto/Deductibles)	\$ -	\$ -	\$ -	\$ -
Other Charges	\$ 21,191	\$ 21,825	\$ 22,479	\$ 21,832
Subtotal Administrative Expenses	\$ 485,563	\$ 500,032	\$ 515,103	\$ 500,233
Operational Expenses				
Salaries/Wages, Drivers	\$ 920,400	\$ 939,529	\$ 973,055	\$ 944,328
Salaries/Wages, Other Operations Staff	\$ 164,219	\$ 166,748	\$ 170,137	\$ 167,034
Overtime	\$ 57,085	\$ 58,225	\$ 60,168	\$ 58,493
Employee Taxes/Benefits	\$ 220,332	\$ 228,603	\$ 239,777	\$ 229,571
Uniforms	\$ 5,400	\$ 5,500	\$ 5,600	\$ 5,500
Vehicle Supplies, Lubricants, Materials	\$ 260,630	\$ 274,499	\$ 294,654	\$ 276,594
Maintenance/Repair - Vehicles	\$ 49,556	\$ 70,732	\$ 71,828	\$ 64,039
Tires	\$ 42,788	\$ 44,730	\$ 46,761	\$ 44,760
Other Charges (Explain)	\$ 18,700	\$ 19,261	\$ 19,839	\$ 19,267
Subtotal - Operational Expenses	\$ 1,739,111	\$ 1,807,827	\$ 1,881,819	\$ 1,809,585
Management Fee	\$ 89,877	\$ 93,238	\$ 96,836	\$ 93,317
Total Proposed Service Costs	\$ 2,314,551	\$ 2,401,097	\$ 2,493,758	\$ 2,403,135
Service Volume	Annual	Annual	Annual	3 Yr Avg
Service Miles	1,381,220	1,401,939	1,422,968	1,402,042
Avg. Contract Cost/Mile	\$1.6757	\$1.7127	\$1.7525	\$ 1.7140

Attachment D
VEHICLE AND EQUIPMENT LEASE AGREEMENT

**FOR SERVICES ASSOCIATED WITH "MOUNTAIN MOBILITY"
BUNCOMBE COUNTY'S COMMUNITY TRANSPORTATION PROGRAM
ASHEVILLE, NORTH CAROLINA**

This lease, effective the 1st day of July, 2011, by and between Buncombe County, hereinafter referred to as "Lessor", and McDonald Transit Associates, Inc., hereinafter referred to as "Lessee." This agreement is Attachment D to the Transportation Agreement between said parties and shall be further construed as a subcontract of the agreements between the North Carolina Department of Transportation (NCDOT) and the Lessor. All other provisions contained in the agreement(s) between the NCDOT and the Lessor, the Master Agreement FTA MA (17), dated October 1, 2010, the State Management Plan for Federal and State Transportation Programs, and all grant agreements and projects under which the vehicles and/or equipment described herein were procured whether prior to or during the term of the Agreement between the parties. All other provisions contained in applicable agreements between the NCDOT and Lessor are herein incorporated by reference.

WITNESSTH:

Article I

Leased Vehicles: The Lessor hereby leases to the Lessee the vehicles described in Exhibit I attached herewith and made a part hereof (hereinafter referred to as vehicles upon the conditions and covenants set forth below).

Leased Equipment: The Lessor hereby leases to the Lessee certain equipment for use as specified in the service contract between Lessor and Lessee. The term "equipment," when used in this Lease Agreement, shall mean equipment, technology (hardware, software, etc.), and furnishings leased hereunder and identified in Exhibit II attached hereto and made a part hereof.

Exhibits I and II shall be updated as needed to reflect the current fleet and equipment inventories. The Lessee shall be responsible for maintaining an inventory of on-board equipment and car seats.

Article II

Terms of Lease and Commencement Date: The term of this lease shall commence on July 1, 2011, the date that the vehicles and equipment are placed in service by the Lessee, and continue until June 30, 2014, and through the end of any options to renew exercised by the Lessor, or until this agreement is canceled or terminated in writing. In the event of breach or noncompliance with this lease, the Lessor may terminate this lease by giving the Lessee 30 days' advance written notice.

Article III

Consideration: In consideration for leasing the vehicles, the Lessee agrees to pay the Lessor \$1 per year for the term of the lease. The Lessee agrees to bear all costs of maintenance, operation, and repair of leased vehicles described in Exhibit I. The Lessee agrees to hold Lessor harmless for any damages arising out of the use, maintenance, or operations of the leased vehicle by the Lessee or any third party for any purpose whatsoever, with the Lessee's responsibilities more fully described hereinafter.

Article IV

Initial Inspection of Vehicles and Equipment: Prior to acceptance by the Lessee of any vehicle or equipment covered under the lease agreement, a detailed inspection and inventory shall take place with representatives of Lessee and Lessor to agree upon existing damage and/or wear. Except for normal wear and tear, Lessee shall

return the vehicles and equipment to Lessor in the same condition as they were received. Lessee shall assume lease of the vehicles and equipment without warranty.

Vehicle and Lift Maintenance: The Lessee assumes the full and sole responsibility for maintaining the Lessor's equipment at a high level of cleanliness, safety, and mechanical soundness. The Lessee agrees to pay all charges for oil, parts, services used or supplied for the vehicle during the term of this Lease and shall indemnify the Lessor against all liability on such account. Lessor shall not be required to furnish any services, parts/materials, facilities or personnel to make any repairs to or maintain the vehicles; this is clearly and entirely the responsibility of the Lessee. The Lessee shall maintain all vehicles and lifts at a minimum in accordance with standards and schedules established in Mountain Mobility's System Safety Program Plan (SSPP), including both preventative maintenance and corrective maintenance programs. The Lessee shall be responsible for towing services. The Lessee shall use its best efforts to schedule maintenance at times that do not interfere with normal passenger service. The Lessee shall maintain a comprehensive maintenance record, including a complete record of warranty or recall repairs performed on each vehicle. The Lessee shall provide an annual report to the county providing a breakdown by vehicle of preventative, corrective, and other maintenance costs. All of this information must be logged in and reported in formats necessary to document costs and evidence compliance with state and federal vehicle maintenance requirements. It is the Lessee's responsibility to establish arrangements for warranty service at the appropriate dealership of choice. Buncombe County will not routinely become involved in warranty repairs claims. The County reserves the right to approve the location(s) at which maintenance shall be performed and/or vendors which perform maintenance services, and may specify locations if necessary to fulfill grant-related or funding source requirements.

Vehicle Licensing Requirements: The Lessee shall keep all vehicles fully licensed and inspected as required by the State of North Carolina. The Lessee shall comply with any state and local vehicle registration, permitting or regulatory requirements. Any and all defects identified in the inspections shall be corrected by the Lessee within 48 hours of the inspection date. The Lessor shall bear the cost of initial permanent tags for each new County-owned vehicle. The Lessee is responsible for bearing any costs associated with licenses and tags for Lessee-supplied vehicles. The Lessee shall provide all forms required for licensing and tags that may be associated with the lease of County-owned vehicles (e.g., MVR330).

Safety/Inspections: The Lessor and its designees and the NCDOT or their designees reserve the right the right to inspect vehicles, equipment, and records associated with vehicles and equipment at any time in order to ensure proper maintenance and safe operating conditions. The Lessee shall perform pre-trip and post-trip safety inspections of vehicles prior to beginning and ending daily service. Reports shall include the information and be in the form prescribed or approved by the Lessor and/or NCDOT. Daily inspections shall include, but not be limited to, (a) physical damage report; (b) exterior checks (wipers, mirrors, tires, lights, cleanliness, etc.); (c) interior checks (seat belts, accessibility and securement equipment, emergency and safety equipment, horn, lights, heating/air conditioning, brakes, cleanliness, vehicle registration and inspection, etc.); and (d) engine checks (oil, battery, radiator, wiper wash, belts, hoses, etc.). For passenger comfort, the heating and air-conditioning units on all vehicles must be kept in proper working order. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. All practices, materials supplies, and equipment shall comply with Mountain Mobility's SSPP, the Federal Occupational Safety and Health Act, as well as any applicable federal, state and/or local safety or environmental codes.

Vehicle Cleanliness/Appearance: The Lessee shall ensure by all necessary means that vehicles are kept clean and neat on the interior and exterior. Vehicles must be clean and free of all dirt and litter. The interior of each vehicle shall be swept, wiped down, and windows cleaned and trash removed daily. A thorough cleaning and scrubbing of the interior shall be made at least once per week, preferably more. The vehicle exterior must remain clean and free of all dirt and grime. Vehicle exteriors must be washed and scrubbed at least every two (2) weeks. In inclement weather, vehicles may require more frequent washing. Vehicles and cleaning records shall be available for inspection at any time to determine verification of this effort.

Vehicle Markings: New vehicles will have lettering and phone numbers mounted upon delivery. As required by the Lessor, the Lessee shall ensure that all vehicles also have a County decal and Mountain Mobility decals mounted on them within two (2) weeks from the date the vehicles are put into operation. The decals shall be placed in locations on each vehicle as designated by the Lessor. Decals shall be provided by the Lessor.

Vehicle Usage/Storage: Vehicles leased to the Lessee shall be used solely for the provision of services authorized through Mountain Mobility. Personal usage and/or use for any other purpose is strictly prohibited. Vehicles shall be locked and parked at a safe location at all times while not in service.

Back-Up Vehicles: The Lessee shall ensure by all necessary means that sufficient fleet and back-up vehicles are available to meet service requirements and state guidelines (one back-up vehicle for every five active vehicles). Back-up vehicles may be designated from the existing vehicle fleet.

Accidents/Damage/Incidents: The Lessee shall report all accidents, damage, or incidents which occur in connection with the performance of services for Buncombe County, regardless of severity or location. Initial report of accidents may be made by telephone within twenty-four (24) hours of occurrence. The Lessee shall submit a written accident/damage/incident reporting form to the Lessor within 48 hours of occurrence. Reports shall include the information and be in the form prescribed by the Lessor. On reports to the CTAB, the Lessee shall report all accidents and indicate if any collisions resulted in injury or property damage to an apparent extent of \$500 or more. The Lessee shall repair all damage to vehicles within sixty (60) days of each occurrence (or prior to the end of a contract year if the contract time remaining is less than sixty (60) days). Each repair shall be made in a high quality manner, regardless of cause and regardless of the amount of damage. Prior to the initiation of services, the Lessee shall provide the Lessor with the firm's written policies and procedures regarding accidents and related traffic violations that occur in the provision of services.

Communications Equipment: The Lessee shall agree to properly utilize and maintain communications equipment provided by the Lessor. Communications equipment shall include the radio base station and power supply, mobile radios (two channels plus Med-9), microphones, antennas, mobile data terminals, and automatic vehicle locators. An inventory of communications equipment shall be maintained by the Lessor. The Lessor shall be responsible for costs associated with annual lease of repeater air time and for the purchase and installation of approved replacements and additional radio equipment for Lessor-owned expansion vehicles. The Lessee shall supply comparable communications equipment for Lessee-supplied vehicles. The Lessee will be responsible for all charges associated with maintenance of all communications equipment, for the transfer of communication equipment from vehicles being replaced, and for the replacement of communications equipment that is lost or stolen. The Lessee shall properly train all employees in the use of communications equipment. The Lessee shall seek and obtain directives from the Buncombe County Director of Emergency Management Services or his designee on the proper use of the Med 9 radio channel for emergencies. Passenger confidentiality shall be maintained while utilizing communications equipment.

Advertising: The Lessor shall have the right to determine advertising policies on County-owned vehicles. All revenue received from advertising on vehicles shall be paid to the Lessor. The Lessee shall coordinate with the Lessor and advertisers on the placement and removal of any advertising on leased vehicles.

Bloodborne Pathogens Kits: The Lessee shall provide bloodborne pathogens kits and any other items required to comply with OSHA's bloodborne pathogens standard. Such on-board equipment shall be provided for all vehicles used in performing services. On-board equipment supplied for bloodborne pathogens control shall be monitored for compliance relative to the Lessee's Bloodborne Pathogens Exposure Control Plan.

Fire Extinguishers/First-Aid Kits: All vehicles have fire extinguishers and first-aid kits on board. The Lessee shall provide fire extinguishers and first-aid kits for all vehicles supplied by the Lessee. The Lessee shall maintain charges on all fire extinguishers and re-supply all first-aid kits for all vehicles. First-aid kits shall be re-supplied in accordance with those items specified in the manufacturer's kit.

Infant and Toddler Car Seats: The Lessor shall provide sufficient child restraint devices to serve children transported. Such on-board equipment shall be considered to be owned by the Lessor. The Lessee shall notify the Lessor at least three (3) months in advance when ten (10) or more car seats need to be replaced.

Cleaning, Maintenance, and Replacement of On-Board Equipment: The Lessee agrees to properly clean, utilize and maintain all on-board equipment owned and provided by the Lessor for use in performing services. The

Lessee shall be responsible for replacing any lost or stolen fire extinguishers, first-aid kits, and/or child restraint devices.

Transit Facility: Buncombe County currently leases office facilities that serve as the base of operations for Mountain Mobility. The facility is located at 2000 Riverside Drive, Suite 17, Asheville, NC. The lease includes approximately 4,800 square feet of office space and a designated parking area for fleet vehicles. The term of the lease agreement for current office space ends November 30, 2011. Buncombe County may elect to exercise additional lease options on this facility depending on the needs of the County and its Lessee(s).

Telephone System/Office Equipment: Telephone and office equipment shall be provided as described in Exhibit II. All other equipment and supplies necessary for this service are the responsibility of the Lessee.

Furnishings: Furnishings shall be provided as described in Exhibit II. All other office furnishings and supplies necessary for this service are the responsibility of the Lessee.

Technology: Technology-related software and hardware shall be provided as described in Exhibit II. The Lessee shall comply with Buncombe County's Information Technology Usage Policies. The Lessee must ensure that operations staff has adequate experience and knowledge related to Windows, Internet, and other basic software applications, as well as Routematch and MDT/AVL software.

Article V

Liability and Insurance: The Lessee assumes all liability regarding the provision of passenger service while utilizing the leased vehicles and equipment and agrees to indemnify the Lessor for any losses incurred by the Lessee, or its management, or Board of Directors because of tortious conduct occurring in the course of the operation of leased vehicles or equipment. The Lessee will cover its activities, vehicles, and equipment with insurance sufficient to protect the Lessee, their management and Board of Directors, the Lessor, the NCDOT, and the Federal Transit Administration from any loss whatsoever, in regard to vehicles or equipment. Lessee, performing as an independent Lessee, shall carry insurance as specified in the Transportation Agreement between the parties referenced herein. Lessee shall supply to the Lessor insurance certificates evidencing such coverage prior to commencing any work and upon the renewal of insurance certificates. During the term of the lease, Lessee shall promptly notify Lessor of any change in the amounts or form of insurance or of any lapse in insurance coverage.

Fire and Other Casualty Insurance: The Lessee shall keep the vehicles and equipment insured against loss or damage by fire or other risk now or hereinafter embraced by the term "comprehensive and collision coverage." The coverage shall be sufficient to create and assure a fund to be used to replace or repair the vehicles and equipment in the event that damage or destruction necessitates the same. The Lessee shall be responsible for protecting the federal and/or state financial interests in the equipment by maintaining adequate insurance throughout the lease period for the vehicles and equipment.

The Lessee shall adhere to state guidelines and procedures when dealing with casualty losses or theft. The Lessee agrees to notify the Lessor immediately when any vehicle is withdrawn from service due to casualty loss. Fair market value shall be deemed to be equal to the damages paid by the Lessee's insurance carrier or from a self-insured reserve account. Lessor has no obligation for any loss in regard to the vehicles. In no event shall salvage value be considered as fair market value for vehicles or equipment.

Article VI

Training: The Lessee assures that its vehicle operators are properly trained on vehicle operation and the correct use of special equipment, such as, but not limited to, wheelchair lift equipment and wheelchair tie-down mechanisms and restraints. The Lessor will provide proof of such training upon request.

Article VII

Use of Vehicles and Equipment: The Lessee shall comply with the terms and conditions set forth in the Transportation Agreement referenced herein. During the term of the lease, Lessee shall operate vehicles and use equipment solely for the provision of services authorized by contract between Lessor and Lessee or as otherwise

stipulated herein. The vehicles shall be operated by the Lessee to serve the best interest and welfare of the Lessor and the public. The vehicles shall be maintained and operated in a manner that will provide the maximum amount of safety and protection to the Lessee's employees and passengers.

Vehicles and equipment cannot be leased to a sub-lessee without written authorization from the Lessor and the NCDOT. Lessee shall permit only licensed, trained, and insured drivers to operate the vehicles. Lessee shall not permit vehicles or equipment to be used in violation of any federal, state, or municipal statute, laws, ordinances, rules or regulations, or contrary to the provisions of any applicable insurance policy. Lessee, upon written complaint from the Lessor, shall immediately take action as required to comply with this provision.

The Lessee shall utilize the Lessor's vehicles and equipment in accordance with the procedures and guidelines set forth in FTA Circulars 5010.1D, dated November 1, 2008 and 9040.1F, dated April 1, 2007, or any subsequent revisions or amendments thereto, the Lessor description set forth in the Lessor's application and the Community Transportation Services Plan for Buncombe County.

Article VIII

Federal/State Requirements and Special Conditions: The Lessee is responsible under federal law to comply with these requirements outlined in Attachment B, Federal and State Requirements and Special Conditions. Requirements and special conditions may only be applicable in certain situations or conditions. The Lessee should ensure their understanding of and applicability of state and/or federal laws, regulations, policies, and related administrative practices as related to this Agreement and any contract undertaken as it relates to services provided hereunder.

IN WITNESS WHEREOF, this Agreement has been executed by the Lessor and Lessee by and through a duly authorized representative, and is effective the date and year first above written.

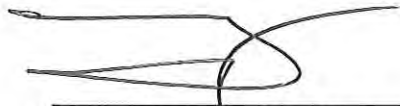
McDONALD TRANSIT ASSOCIATES, INC.

BY:



TITLE: **President**

ATTEST:



TITLE:

Chief Financial Officer,
Secretary & Treasurer

BUNCOMBE COUNTY

BY:



TITLE:

COUNTY MANAGER OR DESIGNEE

ATTEST:

Aenise M. Basine

TITLE:

Planner III

VEHICLE AND EQUIPMENT LEASE - EXHIBIT I

Mountain Mobility
July 1, 2011

Fleet Number	Lift Vans	Non-Lift Vans	County I.D.	Current Perm. Tag No.	Year	Make	Body Style	Series Model	Vehicle I.D. No.	Passenger Capacity			LP PRINS Unit #	Odometer ###	Projected Replmt.-Appln FY	Grant Appln.	Active (A) Back-Up (B) Cond.	Phys. Purchase Price		
										Max. Cap.	Min. Cap.	WC Cap.								
1	00464	1	2092	36253-T	2010	Goshen Coach	Bus	GCII	1FDFF4FS1AD800464	13	11	2	Gas/CNG	N/A	10,910	10-AR-002	Active (A)	N	\$78,200	
2	00465	1	2091	35317-T	2010	Goshen Coach	Bus	GCII	1FDFF4FS3AD800465	13	11	2	Gas/CNG	N/A	11,242	10-AR-002	Active (A)	N	\$78,200	
3	00466	1	2096	35727-T	2010	Goshen Coach	Bus	GCII	1FDFF4FS5AD800466	13	11	2	Gas/CNG	N/A	6,651	10-AR-002	Active (A)	N	\$78,200	
4	00467	1	2097	35728-T	2010	Goshen Coach	Bus	GCII	1FDFF4FS7AD800467	13	11	2	Gas/CNG	N/A	8,631	10-AR-002	Active (A)	N	\$78,200	
5	00468	1	2098	35726-T	2010	Goshen Coach	Bus	GCII	1FDFF4FS9AD800468	13	11	2	Gas/CNG	N/A	10,926	TIP#U-5171	Active (A)	N	\$78,200	
6	00469	1	2100	36313-T	2010	Goshen Coach	Bus	GCII	1FDFF4FS0AD800469	13	11	2	Gas/CNG	N/A	6,409	TIP#U-5171	Active (A)	N	\$78,200	
7	00470	1	2102	36311-T	2010	Goshen Coach	Bus	GCII	1FDFF4FS7AD800470	13	11	2	Gas/CNG	N/A	6,266	TIP#U-5171	Active (A)	N	\$78,200	
8	00471	1	2109	36630-T	2010	Goshen Coach	Bus	GCII	1FDFF4FS9AD800471	13	11	2	Gas/CNG	N/A	4,690	TIP#U-5171	Active (A)	N	\$78,200	
9	00472	1	2110	34362-T	2010	Goshen Coach	Bus	GCII	1FDFF4FS0AD800472	13	11	2	Gas/CNG	N/A	2,654	TIP#U-5171	Active (A)	N	\$78,200	
10	00473	1	2111	36804-T	2010	Goshen Coach	Bus	GCII	1FDFF4FS2AD800473	13	11	2	Gas/CNG	N/A	1,285	TIP#U-5171	Active (A)	N	\$78,200	
11	00474	1	2112	36174-T	2010	Goshen Coach	Bus	GCII	1FDFF4FS4AD800474	13	11	2	Gas/CNG	N/A	1,218	TIP#U-5171	Active (A)	N	\$78,200	
12	00475	1	2093	36254-T	2010	Goshen Coach	Bus	GCII	1FDFF4FS6AD800475	14	12	2	Gas/CNG	N/A	9,436	10-AR-002	Active (A)	N	\$88,475	
13	19457	N/A	2034	19991-T	2009	Champion	Bus	CH250RL	1FDFF4FS9AD800476	20	16	2	Gas	N/A	93,262	11-SC-002	Active (A)	G	\$75,724	
14	20408	N/A	2088	35316-T	2011	Dodge	Mainstreet	Journey AWD	3D4PH1FG68BT520408	7	7	0	Gas	N/A	6,064	11-SC-002	Active (A)	N	\$25,423	
15	32604	N/A	1851	84889-S	2006	Champion	Bus	CH250FU	1FDFF4FS9AD800477	20	16	2	Diesel	N/A	109,342	07-SC-002	Back-Up (B)	G	\$61,200	
16	39934	1	2032	19871-T	2009	Ford	E-350 Van	S34G	1FDTSS34L59DA39934	9	5	2-OS	Gas	N/A	95,680	09-SC-002	Active (A)	G	\$37,694	
17	40865	1	2033	19872-T	2009	Ford	E-350 Van	S34G	1FDTSS34L69DA40865	9	5	2-OS	Gas	N/A	78,617	09-SC-002	Active (A)	G	\$37,694	
18	40895	1	2031	19869-T	2009	Ford	E-350 Van	S34G	1FDTSS34L49DA40895	9	5	2-OS	Gas	N/A	71,991	09-SC-002	Active (A)	G	\$37,694	
19	50762	1	1856	85672-S	2007	Ford	E-350 Van	S34G	1FDTSS34L77DA50762	9	5	2-OS	Gas	N/A	144,328	07-SC-002	Back-Up (B)	G	\$31,795	
20	50764	1	1858	85674-S	2007	Ford	E-350 Van	S34G	1FDTSS34L07DA50764	9	5	2-OS	Gas	N/A	144,023	07-SC-002	Back-Up (B)	G	\$31,795	
21	50767	1	1861	85687-S	2007	Ford	E-350 Van	S34G	1FDTSS34L77DA50767	9	5	2-OS	Gas	N/A	134,203	07-SC-002	Active (A)	G	\$31,795	
22	50776	N/A	1863	85693-S	2007	Ford	E-350 Van	S34G	1FDTSS34L77DA50776	12	12	0	Gas	N/A	103,767	07-SC-002	Active (A)	G	\$29,832	
23	50777	N/A	1864	85696-S	2007	Ford	E-350 Van	S34G	1FDTSS34L97DA50777	12	12	0	Gas	N/A	113,608	07-SC-002	Active (A)	G	\$29,832	
24	50778	N/A	1865	85697-S	2007	Ford	E-350 Van	S34G	1FDTSS34L07DA50778	12	12	0	Gas	N/A	117,086	07-SC-002	Active (A)	G	\$29,832	
25	51224	N/A	1	2016	10553-T	2008	Champion	Bus	CH250RL	1FD4E4FS97DB51224	20	16	2	Diesel	N/A	95,511	08-SC-002	Active (A)	G	\$69,714
26	51230	N/A	1	2017	10555-T	2008	Champion	Bus	CH250RL	1FD4E4FS97DB51230	20	16	2	Diesel	N/A	76,221	08-SC-002	Active (A)	G	\$69,714
27	60626	N/A	1	1979	96821-S	2008	Ford	Econoline Van	S34G	1FDTSS34L38DA60626	12	12	0	Gas/LP	D/16/09/0226	132,997	08-SC-002	Back-Up (B)	G	\$33,451
28	60627	N/A	1	1980	96825-S	2008	Ford	Econoline Van	S34G	1FDTSS34L38DA60627	12	12	0	Gas/LP	D/16/09/4646	92,127	08-SC-002	Active (A)	G	\$33,451
29	60628	1	1981	96826-S	2008	Ford	Econoline Van	S34G	1FDTSS34L78DA60628	9	5	2	Gas/LP	D/16/09/4648	129,889	08-SC-002	Back-Up (B)	G	\$35,435	
30	60629	1	1982	96827-S	2008	Ford	Econoline Van	S34G	1FDTSS34L98DA60629	9	5	2	Gas/LP	D/16/09/4636	134,010	08-SC-002	Back-Up (B)	G	\$35,435	
31	60630	1	1983	96828-S	2008	Ford	Econoline Van	S34G	1FDTSS34L58DA60630	9	5	2	Gas/LP	D/16/09/4645	120,252	08-SC-002	Active (A)	G	\$35,435	
32	60631	1	1984	96829-S	2008	Ford	Econoline Van	S34G	1FDTSS34L78DA60631	9	5	2	Gas/LP	D/16/09/4645	118,466	08-SC-002	Active (A)	G	\$35,435	
33	60632	1	1985	96830-S	2008	Ford	Econoline Van	S34G	1FDTSS34L98DA60632	9	5	2	Gas	N/A	103,012	08-SC-002	Active (A)	G	\$35,435	
34	60633	1	1986	96831-S	2008	Ford	Econoline Van	S34G	1FDTSS34L08DA60633	9	5	2	Gas/LP	D/16/09/4652	114,537	08-SC-002	Active (A)	G	\$35,435	
35	60634	1	1987	96832-S	2008	Ford	Econoline Van	S34G	1FDTSS34L28DA60634	9	5	2	Gas/LP	D/40/08/3688	111,470	08-SC-002	Active (A)	G	\$35,435	
36	60635	1	1988	96833-S	2008	Ford	Econoline Van	S34G	1FDTSS34L48DA60635	9	5	2	Gas/LP	D/41/08/4293	115,991	08-SC-002	Active (A)	G	\$35,435	
37	60636	1	1989	96834-S	2008	Ford	Econoline Van	S34G	1FDTSS34L68DA60636	9	5	2	Gas/LP	D/16/09/4556	106,051	08-SC-002	Active (A)	G	\$35,435	
38	72054	1	2104	36633-T	2011	Ford	E-350 Van	S3EN	1FDTSS34L68DA72054	9	5	2-OS	Gas	N/A	724	11-SC-002	Active (A)	N	\$40,653	
39	72055	1	2105	36636-T	2011	Ford	E-350 Van	S3EN	1FDTSS34L48DA72055	9	5	2-OS	Gas	N/A	2,807	11-SC-002	Active (A)	N	\$40,653	
40	72056	1	2106	36637-T	2011	Ford	E-350 Van	S3EN	1FDTSS34L68DA72056	9	5	2-OS	Gas	N/A	300	11-SC-002	Active (A)	N	\$40,653	
41	82543	1	2108	36638-T	2011	Ford	E-350 Van	S3EN	1FDTSS34L18DA82543	9	5	2-OS	Gas	N/A	2,072	11-SC-002	Active (A)	N	\$40,653	
42	82544	1	2107	36635-T	2011	Ford	E-350 Van	S3EN	1FDTSS34L38DA82544	12	12	0	Gas	N/A	1,435	11-SC-002	Active (A)	N	\$37,753	
42	Pass. Fleet:	30	7	5						487	371	70								
43	29741	Service	1434	95796-R	1999	Chevrolet	Truck	S-10	1GDDT14K6XK29741	2	2	0	Gas	N/A	166,479	Transferred to MH 6/21/2006				
44	94339	Admin	1571	65571-S	2001	Dodge	Minivan	Grand Caravan	2B4GP44381R394339	7	7	0	Gas	N/A	140,622	To Be Retained as Admin Vehicle				
44	Total																			

Note: Includes at least two sets of keys per vehicle, one fuel card per vehicle, and two master/management fuel cards.

McDonald Transit Associations
 Exhibit II - Leased Equipment - Technology
 Contract 12-MM-002

Current User	LEASED TO	RM Seat #	Description of Equipment	Make/Model	Hard Drive Size	Processor Speed	RAM	Operating System	Application Software	Anti-Virus Software	Scheduling Software	Date Received	Funding Source	Comments	Serial No.
SCHEDULER 1 (DAVIDSEN)	MCDT	1	DESKTOP COMPUTER* /MONITOR	HP dc7700	80 GB	e6300-1.86 GHz	1 GB	MS Windows XP Pro	MS OFFICE 2000	NORTON	ROUTEWATCH	2006	STATE	Replace in FY 2012	2UA64600KVG
SCHEDULER 2 (CARTER)	MCDT	2	DESKTOP COMPUTER* /MONITOR	HP dc7700	80 GB	e6300-1.86 GHz	1 GB	MS Windows XP Pro	MS OFFICE 2000	NORTON	ROUTEWATCH	2006	STATE	Replace in FY 2012	2UA64600KVL
RESERVATIONS 1 (Vacant)	MCDT	3	DESKTOP COMPUTER/MONITOR	HP dc7700	80 GB	e6300-1.86 GHz	1 GB	MS Windows XP Pro	MS OFFICE 2000	NORTON	ROUTEWATCH	2006	STATE	Replace in FY 2012	2UA64600KVH
RESERVATIONS 2 (INGALLS)	MCDT	4	DESKTOP COMPUTER/MONITOR	HP dc7900	160 GB	3.16 Mhz	4 GB	MS Windows XP Pro	MS OFFICE 2003 PROFESSIONAL	NORTON	ROUTEWATCH	2009	LOCAL	Additional computer for non-grant position	2UA91509N3
DISPATCH OFFICE	MCDT	5	DESKTOP COMPUTER* /MONITOR	HP dc7700	80 GB	e6300-1.86 GHz	1 GB	MS Windows XP Pro	MS OFFICE 2000	NORTON	ROUTEWATCH	2006	STATE	Replace in FY 2012	2UA64600KVF
DISPATCH OFFICE	MCDT		LCD MONITOR (ADD'L)	HP L1950G	N/A	N/A	N/A	N/A	N/A	N	N/A	2009	LOCAL	Additional monitor for Dispatch/GIS screens	CNC850P82W
OPERATIONS MANAGER (SOMERVILLE)	MCDT	6	DESKTOP COMPUTER* /MONITOR	HP dc7700	80 GB	e6300-1.86 GHz	1 GB	MS Windows XP Pro	MS OFFICE 2000	NORTON	ROUTEWATCH	2006	STATE	Replace in FY 2012	2UA64600KVJ
OPERATIONS MANAGER (SOMERVILLE)	MCDT		LCD MONITOR (ADD'L)	HP L1950G	N/A	N/A	N/A	N/A	N/A	N	N/A	2009	LOCAL	Additional monitor for Dispatch/GIS screens	CNC850P82Y
PLANNER (HEMBREE)	MCDT	7	LAPTOP /NOTEBOOK	HP 6530B CORE 2 DUO	149 GB	2.53 GHz	1.92 GB	WINDOWS XP PROFESSIONAL	MS OFFICE 2003 PROFESSIONAL	NORTON	NONE	2009	LOCAL	Laptop for use in training, for meetings, presentations, etc.	CNU9182KLU6
FLEET MANAGER (BURNETTE)	MCDT		DESKTOP COMPUTER* /MONITOR	HP dc7700	80 GB	e6400-2.13 GHz	1 GB	MS Windows XP Pro	MS OFFICE 2000	NORTON	NONE	2007	LOCAL		2UA97212DK
TRAINING ROOM (MILLER)	MCDT		DESKTOP COMPUTER/MONITOR	HP COMPAQ	80 GB	e6400-2.13 GHz	1 GB	WINDOWS XP PROFESSIONAL	MS OFFICE 2003 PROFESSIONAL	NORTON	NONE	2007	LOCAL	Additional computer for drivers/staff	2UA97212DN
DRIVER'S ROOM	MCDT		DESKTOP COMPUTER/MONITOR	HP COMPAQ	80 GB	e6400-2.13 GHz	1 GB	WINDOWS XP PROFESSIONAL	MS OFFICE 2003 PROFESSIONAL	NORTON	NONE	2007	LOCAL	Additional computer for drivers/staff	2UA97212DG
FILE SERVER	MCDT		FILE SERVER* (ROUTEWATCH)	HP ML 350 G5	584 GB (Total)	Intel QC e5335 Xeon 2.0GHz	4 GB	WIN Server 2003	NONE	NORTON	ROUTEWATCH	2008	STATE LOCAL: \$3500 LOCAL: \$3006	Must remain as file server on-site back up for County IT	USEB15N53Q
SHARED N/A	MCDT		NETWORK DOMAIN 1	CATALYST SWITCH	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2002	STATE	Necessary for Riverside connectivity	N/A
N/A	MCDT		BATTERY BACK-UP SYSTEM * FOR COMPUTERS MARKED * AND FILE SERVER	SMART UPS	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A	N/A
PRINTERS															
SHARED (SCHED. OFC.)	MCDT		PRINTER, NETWORK	HP LASERJET P4015N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2008	STATE		CNDY248378
PLANNER (SOMERVILLE)	MCDT		PRINTER - Color	HP Deskjet 6540	N/A	N/A	N/A	N/A	N/A	N/A	N/A			Purchased on Card?	
TELEPHONES															
N/A	MCDT		Telephones - 15	Mitel 3360 JP Phones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2010	LOCAL		N/A
N/A	MCDT		Telephone Cx Controller	Mitel 3300	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2010	LOCAL		N/A

**McDonald Transit Associations
Exhibit II - Leased Equipment - Mobile Radio System
Contract 12-MM-002**

Description	Manufacturer	Year	Disposal Date	Serial Number	Location	Condition	Funding Source	Project Number
BASE STATION, RS-20 ASTON POWER SUPPLY, KVC-9 DESK MIC & ANTENNA	KENWOOD, TK8160H	2010	2017	BOA00028	Dispatch Office	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00040	00464	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2009	2015	ASA00276	00465	G	STATE	09-SC-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00079	00466	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00036	00467	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00038	00468	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00026	00469	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00031	00470	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00033	00471	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00060	00472	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00145	00473	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	80800218	00474	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00038	00475	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2009	2015	A8800107	19457	G	STATE	09-SC-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2010	2017	BOA00037	20408	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2007	2013	80700845	32604	F	LOCAL	N/A
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2009	2015	A8800108	39934	G	STATE	09-SC-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2009	2015	A8800109	40865	G	STATE	09-SC-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2009	2015	A8800106	40895	G	STATE	09-SC-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00077	50762	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00141	50764	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00029	50767	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00078	50776	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00142	50777	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00143	50778	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2009	2015	ASA00110	51224	G	STATE	09-SC-002

**McDonald Transit Associations
Exhibit II - Leased Equipment - Mobile Radio System
Contract 12-MM-002**

Description	Manufacturer	Year	Disposal Date	Serial Number	Location	Condition	Funding Source	Project Number
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00027	51230	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00032	60626	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00080	60627	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2008	2014	91100383	60628	G	STATE	08-SC-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2008	2014	91100363	60629	G	STATE	08-SC-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2008	2014	91100293	60630	G	STATE	08-SC-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2008	2014	91100382	60631	G	STATE	08-SC-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2008	2014	91100364	60632	G	STATE	08-SC-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2008	2014	91100365	60633	G	STATE	08-SC-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00144	60634	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2008	2014	91100361	60635	G	STATE	08-SC-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2008	2014	91100362	60636	G	STATE	08-SC-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00145	72054	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00030	72055	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00076	72056	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2007	2013	BOA00034	82543	G	LOCAL	N/A
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	BOA00035	82544	N	ARRA	10-AR-002
RADIO, TWO-WAY MOBILE 45 W UHF	KENWOOD, TK8160H	2009	2015	ASA00277	94339	G	STATE	09-SC-002
RADIO, TWO-WAY MOBILE 40 W UHF	KENWOOD, TK8160H	2010	2017	TBD	Truck - 1434/29741	N	ARRA	10-AR-002
RADIO, PORTABLE W/CHARGER/BATTE	KENWOOD, TK3160	2008	2014	91004883	Operations Manager Office/Accident Investigations etc.	G	STATE	08-SC-002
RADIO, PORTABLE W/CHARGER/BATTE	TK3160	2007	2013	80304983	Offices/Previously Replaced but Retained	G	LOCAL	N/A
RADIO, PORTABLE W/BATTERY PACK	MOTOROLA	1998	2008	777YLF655		P	LOCAL	N/A

**McDonald Transit Associations
Exhibit II - Leased Equipment - MDT/AVL Units
Contract 12-MM-002**

User's Position Title	Description of Equipment	Make / Model	Cond.	Date Received	Acquisition Cost	Funding Source	Project Number	Serial No.	County ID	# Units	# Vehicles
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082558	00464	1	1
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-091113520	00465	2	2
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082569	00466	3	3
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082549	00467	4	4
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082565	00468	5	5
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082552	00469	6	6
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082546	00470	7	7
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082553	00471	8	8
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082570	00472	9	9
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082575	00473	10	10
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082537	00474	11	11
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082539	00475	12	12
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-091113518	19457	13	13
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082559	20408	14	14
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-091113519	32604	15	15
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082534	39934	16	16
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082547	40865	17	17
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082554	40895	18	18
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082567	50762	19	19
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082563	50764	20	20
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082566	50767	21	21
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082568	50776	22	22
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082572	50777	23	23
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082543	50778	24	24
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082574	51224	25	25
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082573	51230	26	26
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082571	60626	27	27
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082535	60627	28	28
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082551	60628	29	29
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082557	60629	30	30
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082536	60630	31	31
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082562	60631	32	32
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082538	60632	33	33
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082544	60633	34	34
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082555	60634	35	35
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082556	60635	36	36
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082545	60636	37	37
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082548	72054	38	38
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082540	72055	39	39
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082560	72056	40	40
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082561	82543	41	41
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082550	82544	42	42
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082541	Spare	43	
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082564	Spare	44	
TRANSIT DRIVER	MDT/AVL	MENTOR RANGER	G	2009	\$ 3,237	STATE	09-AT-003	26-09082542	Training	45	

Note: Service Truck 29741 and Admin Minivan 94339 do not have MDT/AVL units installed.

**McDonald Transit Associations
Exhibit II - Leased Equipment - Other Equipment/Furnishings
Contract 12-MM-002**

Description	Manufacturer	Serial Number	Year	Location	Condition	Funding Source	Project Number	Disposal Date
DESKS (4)	PBI (Vendor)	N/A	2010	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	G	STATE/FEDERAL	10-CT-002	2022
DESKS (3)	PBI (Vendor)	N/A	2010	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	G	LOCAL	N/A	2022
TASK CHAIRS (7)	PBI (Vendor)	N/A	2010	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	G	LOCAL	N/A	2022
STORAGE CABINET	N/A	N/A	1998	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	F	FEDERAL	99-18-008	2020
TV, 19-INCH	SANYO	V8440340520957	1998	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	P	LOCAL	N/A	2012
AV CARTS (2)	APOLLO	N/A	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	F	STATE	02-CT-008	2014
AV CARTS (1)	DURO	N/A	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	F	STATE	02-CT-008	2014
CHAIRS, GUEST (12)	HON	2007	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	F	STATE	02-CT-008	2014
CHAIRS, MGR. (24)	GLOBAL	2005	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	F	STATE	02-CT-008	2014
CHAIRS, STACK (17)	GLOBAL DESIGNER	67200	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	F	STATE	02-CT-008	2014
EASEL, MULTIPURPOSE	STUDIO	N/A	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	F	STATE	02-CT-008	2012
MULTIMEDIA PROJECTOR	HATACHI	CP-5318WT	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	G	STATE	02-CT-008	2012
OVERHEAD PROJECTOR	APOLLO CONCEPT	517027A011206565	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	G	STATE	02-CT-008	2012
TABLES, FOLDING (21)	HON	FTD6030	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	F	STATE	02-CT-008	2014
WALL SCREEN	APOLLO	N/A	2002	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	F	STATE	02-CT-008	2012
DIGITAL STILL CAMERA, MODEL DSC-P92, CARRYING CASE, EXTRA BATTERIES, MEMORY STICK, 4-YR. WARRANTY.	SONY	1389430	2004	2001 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	F	LOCAL	N/A	2014
FAX MACHINE	PANASONIC PANAFAX	FJP47800079	2010	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	N	LOCAL	N/A	2015
DVD PLAYER	PHILLIPS	KX2B0806274007	2008	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	F	LOCAL	N/A	2018
VCR	SYLVANIA	U36628312A	2007	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	F	LOCAL	N/A	2017
CAFÉ TABLE (2)	K-LOG	N/A	2009	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	G	LOCAL	N/A	2019
ROLLING GUEST CHAIRS (6)	K-LOG	N/A	2009	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	G	LOCAL	N/A	2019
MAIL SORTER/RISEERS (2)	K-LOG	N/A	2009	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	G	LOCAL	N/A	2019
COPIER	RICOH MP5000B	M279600097	2010	2000 RIVERSIDE DRIVE, SUITE 17 (DEPOT)	N	STATE/FEDERAL	10-CT-002	2014

Note: Other furnishings supplied through County Surplus are included with this lease but have not grant or local value. Such furnishings include, but are not limited to, desks, chairs, printer stands, coat racks, filing cabinets, folding chairs, bookshelves, and Christmas decorations.



Request for Proposal #: 032720 Question Responses

Attachment 9: Preproposal Conference Presentation



PRE-PROPOSAL CONFERENCE

Presented by
Matthew Cable
Community Development Division

BUNCOMBE COUNTY

WELCOME

BUNCOMBE COUNTY

REQUEST FOR PROPOSAL #: 032720

Services Associated with Mountain Mobility, Buncombe County's Community Transportation Program

Pre-Proposal Conference Agenda February 28, 2020

- ✓ Welcome
- ✓ Overview of Services
- ✓ Operations Facility and Fleet
- ✓ Review of Request for Proposal #: 032720
 - ✓ Questions from Potential Vendors
- ✓ Wrap Up

BUNCOMBE COUNTY

OVERVIEW OF SERVICES

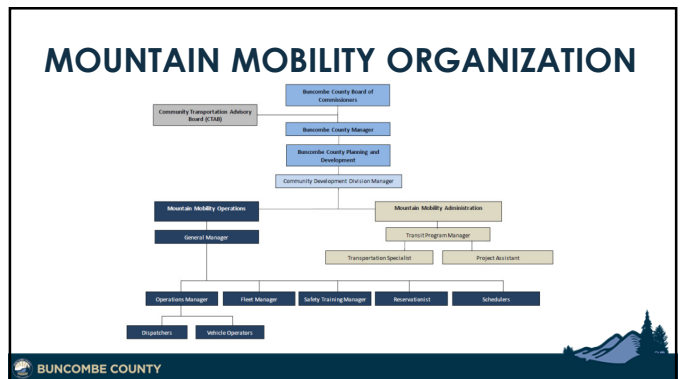
BUNCOMBE COUNTY

MOUNTAIN MOBILITY

Buncombe County's Community Transportation Program

- ✓ **Mission:** To provide transportation services responsive to the needs of Buncombe County residents.
- ✓ **Vision:** To be a leading regional partner in an accessible, multi-modal, and efficient transportation network.
- ✓ **Accomplishments:**
 - ✓ 30 Years of Service 1989 – 2019
 - ✓ Over 30,000,000 miles traveled 1989 – 2019
 - ✓ Most Significant: Providing transportation services to hundreds of Buncombe County residents each day

BUNCOMBE COUNTY



SERVICES PROVIDED

- ✓ Demand Response
- ✓ Subscription
- ✓ ADA Complementary Paratransit
- ✓ Medicaid Non-Emergency Medical Transportation (NEMT)
- ✓ Deviated Fixed-Route (Trailblazer)

DEMAND RESPONSE

- ✓ **Demand Response:** Paratransit trip that is not a subscription trip and which is scheduled at the request of the customer
- ✓ **Demand Response Medical:** Paratransit trip that is not restricted to certain days or times of the week and can be performed during regular operating hours
- ✓ **Non-medical:** Some programs have travel limited by geographic area for non-medical trips
- ✓ **Demand Response Trips FY 2019:** 32,004
- ✓ **Demand Response Trips July 1, 2019 – December 31, 2019:** 18,187

SUBSCRIPTION

- ✓ **Subscription:** Paratransit trip scheduled for a customer on a regular, ongoing basis. Times usually do not vary. A customer usually travels to/from the same origin/destination point at least two (2) days each week for the trip to be designated as a subscription trip.
- ✓ **Subscription Medical:** Paratransit trip that is not restricted to certain days or times of the week and can be performed during regular operating hours.
- ✓ **Subscription Non-medical:** Some programs have travel limited by geographic area for non-medical trips
- ✓ **Subscription Trips FY 2019:** 35,303
- ✓ **Subscription Trips July 1, 2019 – December 31, 2019:** 17,050

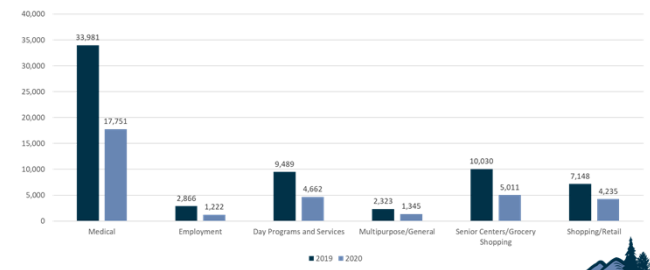
ADA COMPLEMENTARY PARATRANSIT

- ✓ **ADA Complementary Paratransit Trips:** Paratransit trip scheduled for an ART ADA Complementary Paratransit eligible customer.
- ✓ **ADA Complementary Paratransit Trips FY 2019:** 39,910
- ✓ **ADA Complementary Paratransit Trips July 1, 2019 – December 31, 2019:** 23,102

MEDICAID NEMT


- ✓ **Medicaid NEMT Trips:** Paratransit trip scheduled for a Medicaid eligible customer by the NEMT Broker.
- ✓ **Medicaid NEMT Trips FY 2019:** 8,445
- ✓ **Medicaid NEMT Trips July 1, 2019 – December 31, 2019:** 4,226

MOUNTAIN MOBILITY TRIPS BY PURPOSE




DEVIATED FIXED ROUTE TRAILBLAZER

- ✓ **Deviated Fixed Route:** Operate on a fixed route but will deviate off the route up to ¼ mile to pick up a passenger that has called in advance to request the deviation. Routes are operating fare free and deviations must be requested the day prior to service.
- ✓ **Deviated Fixed Route Trips FY 2019:** 29,724
- ✓ **Deviated Fixed Route Trips July 1, 2019 – December 31, 2019:** 17,931

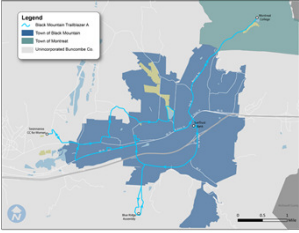


DEVIATED FIXED ROUTE TRAILBLAZER

Route	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Black Mountain	12,061	11,164	9,641	8,107	12,157
Enka-Candler	8,239	8,757	7,982	9,284	11,255
North Buncombe	8,172	7,152	6,613	6,464	6,312
Total Trailblazer Trips	28,472	27,073	24,236	22,855	29,724
Increase/Decrease Per Year	-0.6%	-4.9%	-10.5%	-5.7%	30.1%

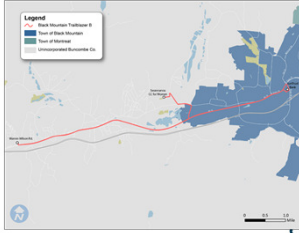


BLACK MOUNTAIN TRAILBLAZER




Legend

- Black Mountain Trailblazer A
- Town of Black Mountain
- Town of Henderson
- Unincorporated Buncombe Co.

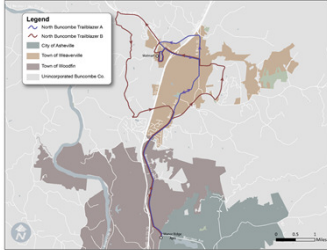


Legend

- Black Mountain Trailblazer B
- Town of Black Mountain
- Town of Henderson
- Unincorporated Buncombe Co.




ENKA CANDLER TRAILBLAZER

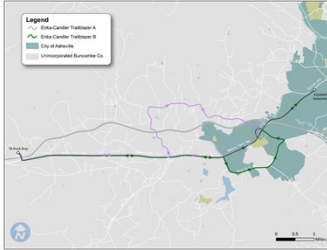


Legend

- Enka-Candler Trailblazer A
- North Buncombe Trailblazer B
- City of Asheville
- Town of Weaverville
- Town of Woodfin
- Unincorporated Buncombe Co.

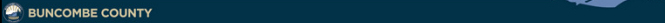


NORTH BUNCOMBE TRAILBLAZER




Legend

- Enka-Candler Trailblazer A
- Enka-Candler Trailblazer B
- City of Asheville
- Unincorporated Buncombe Co.



COMPREHENSIVE SERVICE OVERVIEW

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Number Passengers Signed Up for Service	13,630	15,881	17,259	18,211	19,375
Total Passenger Trips	165,382	158,940	146,079	131,689	145,386
Average Weekday Trips	611	584	534	483	533
Average Saturday Trips	148	144	132	125	143
% Demand-Response Trips	17%	18%	19%	21%	22%
% Subscription Trips	27%	25%	27%	29%	24%
% Medicaid Trips	21%	18%	12%	7%	6%
% ADA Trips	18%	22%	24%	26%	27%
% Trailblazer Trips	17%	17%	17%	17%	20%
Average Trip Distance	9.32	9.48	9.66	9.50	9.19



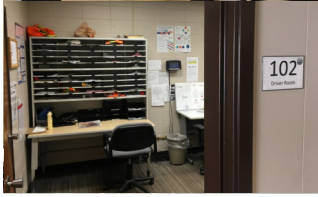
PERFORMANCE MEASURES

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Number of revenue trips provided per revenue hour of service	2.51	2.51	2.57	2.42	2.44
Percent of passengers dropped off and picked up within +/- 15 minutes of their scheduled time	90%	92%	94%	92%	91%
Percentage of drivers meeting or exceeding requirements for evaluations, initial training, retraining, and recertifications	100%	100%	100%	100%	100%
Driver Turnover Rate	40.7%	40.7%	25.9%	31.5%	31.3%
NTD Reportable Accidents per 100,000 Miles	0.34	0.41	0.00	1.72	0.15

BUNCOMBE COUNTY



MOUNTAIN MOBILITY OPERATIONS



Vehicle Operator Room

The Vehicle Operator room is immediately to the right of the Dispatch Office. The Vehicle Operator Room currently houses employee postings and information, and materials used by the vehicle operators on a daily basis (flipboards, safety vests, daily vehicle inspection forms, etc.).

MOUNTAIN MOBILITY OPERATIONS



Training/Meeting Room

The Training/Meeting Room has tables and chairs to accommodate as many as 49 individuals at a time. The Training/Meeting Room is used for training classes, safety meetings, site visits, and compliance reviews/audits. The training room is equipped with a Television, DVD/VCR, overhead projector, and screen for audiovisual needs. The training room offers wireless internet connectivity.

MOUNTAIN MOBILITY OPERATIONS



Fleet Manager Office

The Fleet Manager Office houses hard-copy maintenance files, daily vehicle inspection, and all other vehicle maintenance records for vehicles currently in service. The Fleet Manager office also contains a limited quantity of parts the Fleet Manager may use to correct minor deficiencies that may prevent a vehicle from entering service (ex replacement bulbs) as well as a variety of tools utilized to maintain the vehicles in good repair.

MOUNTAIN MOBILITY OPERATIONS



Reservations Office

The Reservations Office contains a workspace for the reservationsist, the on-site camera system server, and a safe (provided by the contractor).

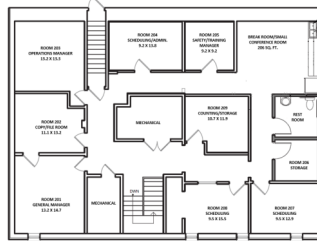
MOUNTAIN MOBILITY OPERATIONS



Kitchenette

The Kitchenette on the main floor offers vehicle operators and administrative staff access to on-site food storage and meal preparation options.

MOUNTAIN MOBILITY OPERATIONS



Operations Office Second Floor

First Floor includes 2,390 square feet.

MOUNTAIN MOBILITY OPERATIONS



Copy/File Room

The Copy/File Room includes the copy machine (provided by the County) as well as ample space for storage of important records that require securement (personnel records, safety training records, drug and alcohol testing records). Additionally, employee postings are provided in this common workspace.

MOUNTAIN MOBILITY OPERATIONS



Break Room/Small Conference Room

The Break Room/Small Conference Room on the second floor offers vehicle operators and administrative staff additional access to on-site food storage and meal preparation options. This common space also is utilized for small meetings that do not require the use of the Training/Meeting Room on the main floor.

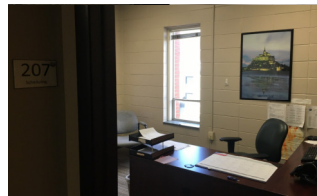
MOUNTAIN MOBILITY OPERATIONS



Operations Manager Office

The Operations Manager Office includes a laptop and two screens, for working in various RouteMatch modules. The Operations Manager Office is typical of the General Manager and Scheduling/Administrative Offices located on the second floor.

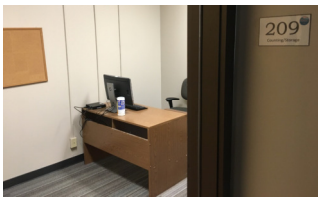
MOUNTAIN MOBILITY OPERATIONS



Scheduling Office (1 of 2)

This is one of two Scheduling Offices located on the second floor.

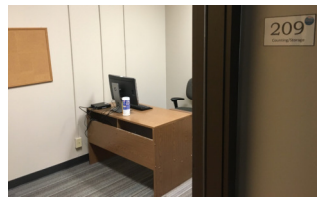
MOUNTAIN MOBILITY OPERATIONS



Counting/Storage Room

The Counting/Storage Room is an open office space used for fare counting/reconciliation and for limited/short term storage as needed.

MOUNTAIN MOBILITY OPERATIONS



Counting/Storage Room

The Counting/Storage Room is an open office space used for fare counting/reconciliation and for limited/short term storage as needed.

MOUNTAIN MOBILITY FLEET FUELS



Varied Fuels

- 43 Revenue Service Vehicles
- 5 Compressed Natural Gas Vehicles
- 11 Liquid Propane Bi-Fuel Vehicles
- 27 Gasoline Vehicles

MOUNTAIN MOBILITY ON-SITE FUELING



Liquid Propane Filling Station

The Liquid-Propane tank holds approximately 900 gallons, secured with key and code systems. The County provides for the on-site fuel delivery and fuel cost. CNG fueling is not available on site, rather this occurs at the City of Asheville Station and the PSNC Energy Station.

MOUNTAIN MOBILITY FLEET



CNG LTV Vehicles

This dedicated CNG LTVs (Vehicle 16975) is among five (5) 2016 CNG LTVs principally used for Trailblazer Deviated-Filed Route Services. All five (5) vehicles include bike racks and electronic destination/route signage. Three (3) of the five (5) dedicated CNG LTVs are slated for replacement in FY 2021 (pending grant approval).

MOUNTAIN MOBILITY FLEET



High-Top Lift Van

This 2013 High-Top Lift Van (Vehicle 13301) is the last of the high-top vans in the Mountain Mobility fleet and is slated for replacement in late FY 2020 or early FY 2021, dependent upon replacement vehicle delivery.

MOUNTAIN MOBILITY FLEET



Ford Transit Vans

This 2018 Ford Transit Van (Vehicle 18790) is among 26 Ford Transit Vans in the fleet. All Ford Transit Vans are model year 2016 or newer. Four (4) of the 2016 model year Ford Transit Vans are slated for replacement in FY 2021 (pending grant approval).

MOUNTAIN MOBILITY FLEET



Vehicle ID	Make	Model	Year	Vehicle Type	Status
13301	High-Top Lift Van		2013	High-Top Lift Van	Slated for replacement
18790	Ford	Transit	2018	Ford Transit Van	Current
16975	CNG LTV		2016	CNG LTV	Current
13021	Dodge	Journey AWD	2011	Dodge Journey AWD	Current
2017	Glaval	Universal	2017	Glaval Universal	Current
2018	Glaval	Prismetree	2018	Glaval Prismetree	Current
Startrans	Startrans	Senator II		Startrans Senator II	Current
Startrans	Startrans	Candidate II		Startrans Candidate II	Current

Balance of the Fleet

The fleet includes a single 2011 Dodge Journey AWD. The balance of the revenue vehicles include the following: 2017 and 2018 model LTVs; Glaval Prismetree (qty. 3), Glaval Universal (qty. 1), Startrans Senator II (qty. 2), and Startrans Candidate II (qty. 4).



MOUNTAIN MOBILITY TECHNOLOGY





RouteMatch

RouteMatch scheduling software is used for demand response trip routing and scheduling. RouteMatch tablets are located on fleet vehicles and provide automatic vehicle location. RouteMatch affords live route data for all vehicles and provides the Dispatcher and Management with the geographic location of all vehicles at all times.

SEON

Four camera systems are fleet vehicles for system safety. An antenna and server allow for video events to transfer as the vehicle returns to the operations facility



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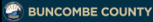


REQUEST FOR PROPOSAL #: 032720

1.0 Purpose and Background

2.0 General Information

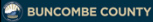
- 2.1 Request for Proposal Document
- 2.2 Notice to Vendors Regarding RFP Terms and Conditions
- [2.3 RFP Schedule](#)
- 2.4 Pre-Proposal Conference
- [2.5 Proposal Questions](#)
- [2.6 Proposal Submittal](#)
- [2.7 Technical Proposal Contents](#)
- [2.8 Cost Proposal Contents](#)
- 2.9 Alternate Proposals
- 2.10 Additional Proposal Requirements
- 2.11 Definitions, Acronyms, and Abbreviations



REQUEST FOR PROPOSAL #: 032720

2.3 RFP Schedule

Event	Responsibility	Date and Time
Issue RFP	County	February 17, 2020
Host Pre-Proposal Conference/Site Visit (Voluntary)	County	February 28, 2020, 10:00 AM ET
Submit Written Question(s)	Vendor	March 6, 2020, 5:00 PM ET
Respond to Question(s)/Issue Final Addendum to RFP	County	March 15, 2020
Submit Proposal	Vendor	March 27, 2020, 2:00 PM ET
Interview Qualified Prospective Vendor(s) and Receive Presentations, If Conducted	County	April 8, 2020
Submit Best and Final Offer by Qualified Prospective Vendor(s)	Vendor	April 17, 2020, 5:00 PM ET
Award Contract(s) by Board of Commissioners	County	May 5, 2020
Plan Vendor Transition	Vendor	May 6, 2020 – May 31, 2020
Implement Transition Plan	Vendor	June 1, 2020 – June 30, 2020
Begin Contract Services	Vendor	July 1, 2020




REQUEST FOR PROPOSAL #: 032720

2.5 Proposal Questions

Shall be emailed to matthew.cable@buncombecounty.org with "RFP # 032720: Questions" as the subject for the email.

Submittals should include a reference to the applicable RFP section and page number and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?




REQUEST FOR PROPOSAL #: 032720

2.6 Proposal Submittals

Submit your proposal (one signed, original executed proposal responses, five (5) photocopies, and two copies on CD, DVD or flash drive) in a sealed envelope with each package marked with:

1. Vendor name
2. RFP number, and
3. Due date


Each volume must be in its own individually sealed envelope



REQUEST FOR PROPOSAL #: 032720

2.7 Technical Proposal Contents (Volume 1)

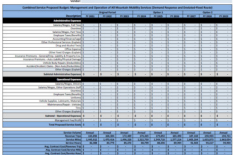

- Cover Letter
- Title Page
- Execution Pages
- Proposal (Includes RFP Attachments, as indicated)
 - Evidence of Financial Condition and Capacity
 - Professional Qualifications and Experience
 - Management and Services Plan
 - Transition and Start-Up Plan



REQUEST FOR PROPOSAL #: 032720

2.8 Cost Proposal (Volume 2)


- Title Page
- Execution Pages
- Attachment I: Budget Narrative and Cost Proposal Budget

REQUEST FOR PROPOSAL #: 032720

3.0 Method of Award and Proposal Evaluation Process


- 3.1 Method of Award
- 3.2 Confidentiality and Prohibited Communication During Evaluation
- 3.3 Proposal Evaluation Process
- 3.4 Evaluation Criteria
- 3.5 Selection for Award and Contract Authorization
- 3.6 Performance Outside the United States
- 3.7 Interpretation of Terms and Phrases



REQUEST FOR PROPOSAL #: 032720

3.2 Confidentiality and Prohibited Communication During Evaluation

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the Board of Commissioners), or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the contents of another Vendor’s proposal, another Vendor’s qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract.



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3.4 Evaluation Criteria

Evaluation is a two step process:

Step 1: Technical Proposals evaluated by the Selection Committee

Financial capacity will be evaluated first, followed by evaluation of technical and professional qualifications

CATEGORY	MAXIMUM POINTS
Financial condition and capacity to successfully carry out the project, including availability of and/or capacity to supply sufficient personnel, facilities, and equipment as needed to comply satisfactorily with all requirements of the contract.	15
Demonstrated understanding of the contractual undertakings, including compliance with federal and state regulations and requirements, substance abuse policy and drug and alcohol testing program, and maintenance of fleet and facilities.	15
Professional qualifications of the firm and general manager, and previous experience in operating projects of similar size, scope, and complexity, including an understanding of human services programs, general public transportation services, federal and state funding programs.	10
Quality of the proposer’s overall management, staffing, and personnel plans, including employee hiring and recruitment, wage and benefit plans, workforce stability plans, and employee training programs.	10
Quality of proposed management plan including dispatching, supervision, customer service, service quality assurance, performance reporting, and commitment to a successful service.	10
TOTAL POSSIBLE POINTS - TECHNICAL PROPOSAL	60



REQUEST FOR PROPOSAL #: 032720


3.4 Evaluation Criteria

Evaluation is a two step process:

Step 2: Cost/Price Proposals from qualified prospective contractors will be evaluated, clarification may be requested, a best and final offer may be requested, and costs will be evaluated to determine they are fair and reasonable.

3.5 Selection for Award and Contract Authorization

Buncombe County will seek the best combination of experience, qualifications, price, and other factors which satisfy Buncombe County needs



REQUEST FOR PROPOSAL #: 032720

4.0 Requirements

- 4.1 Contract Term
- 4.2 Pricing
- 4.3 Invoices
- 4.4 Financial Stability
- 4.5 Vendor Experience
- 4.6 References
- 4.7 Background Checks
- 4.8 Personnel
- 4.9 Vendor's Representations

REQUEST FOR PROPOSAL #: 032720

4.1 Contract Term

Total maximum period of performance under this procurement will be nine (9) years
Initial term of 3 years with up to 2 additional 3 year terms

REQUEST FOR PROPOSAL #: 032720

- Attachment A: Scope of Work
- Attachment B: Instructions to Vendors
- Attachment C: Contract Administration
- Attachment D: Buncombe County General Contract Terms & Conditions
- Attachment E: Location of Workers Utilized by Vendor
- Attachment F: Certification of Financial Condition
- Attachment G: Supplemental Vendor Information
- Attachment H: Federal and State Requirements and Special Conditions
- Attachment I: Budget Narrative and Cost Proposal Budget
- Attachment J: Mountain Mobility Organization Chart
- Attachment K: Vehicle, Technology and Equipment Inventories
- Attachment L: Operating Statistics
- Attachment M: Mountain Mobility System Safety Plan (Portions Redacted)

REQUEST FOR PROPOSAL #: 032720

Attachment A: Scope of Work

- A.1 Project Description
- A.2 Definitions
- A.3 Service Standards and Specifications
- A.4 Compliance with Standards
- A.5 Financial Penalties
- A.6 Personnel
- A.7 Training
- A.8 Vehicles, Equipment and Facilities
- A.9 Operational Records, Reports and Reporting Procedures
- A.10 Billing and Accounting
- A.11 Technical Approach
- A.12 Transition of Services and Transition Assistance

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Attachment B: Instructions to Vendors

- B.1 Read, Review and Comply
- B.2 Late Proposals
- B.3 Acceptance and Rejection
- B.4 Basis for Rejection
- B.5 Execution
- B.6 Order of Precedence
- B.7 Information and Descriptive Literature
- B.8 Recycling and Source Reduction
- B.9 Certificate to Transact Business in North Carolina
- B.10 Sustainability
- B.11 Historically Underutilized Bus.
- B.12 Reciprocal Preference
- B.13 Ineligible Vendors
- B.14 Confidential Information
- B.15 Protest Procedures
- B.16 Miscellaneous
- B.17 Communications by Vendors
- B.18 Withdrawal of Proposal
- B.19 Informal Comments
- B.20 Cost for Proposal Preparation
- B.21 Vendor's Representative
- B.22 Inspection at Vendor's Site

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Attachment C: Contract Administration

- C.1 Project Manager and Customer Service
- C.2 Post Award Management Review Meetings
- C.3 Continuous Improvement
- C.4 Quarterly Status Reports
- C.5 Dispute Resolution
- C.6 Contract Changes

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Attachment D: Buncombe County General Terms & Conditions

- | | | |
|--|---------------------------------------|---|
| D.1 Performance and Default | D.15 General Indemnity | D.29 Adjustments to Costs |
| D.2 Governmental Restrictions | D.16 Subcontracting | D.30 Reimbursement Basis |
| D.3 Availability of Funds | D.17 Confidentiality | D.31 Fuel Supply and Management |
| D.4 Taxes | D.18 Care of County Data and Property | D.32 Changed Conditions of Performance |
| D.5 Situs and Governing Laws | D.19 Outsourcing | D.33 Conflict of Interest |
| D.6 Payment Terms | D.20 Compliance with Laws | D.34 Financial Assistance Grant |
| D.7 Non-Discrimination | D.21 Entire Agreement | D.35 Gifts, Gratuities, or Other |
| D.8 Condition and Packaging | D.22 Electronic Records | D.36 Other Regulatory Provisions |
| D.9 Intellectual Property Warranty and Indemnity | D.23 Amendments | D.37 Other Services |
| D.10 Termination for Convenience | D.24 No Waiver | D.38 Property Rights |
| D.11 Advertising | D.25 Force Majeure | D.39 Changes in State and Federal Regulations |
| D.12 Access to Persons and Records | D.26 Sovereign Immunity | |
| D.13 Assignment | D.27 Contract | |
| D.14 Insurance | D.28 Execution of Contract Agreements | |

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- Attachment E: Location of Workers Utilized by Vendor (Complete)
- Attachment F: Certification of Financial Condition (Sign)
- Attachment G: Supplemental Vendor Information (Sign)
- Attachment H: Federal and State Requirements and Special Conditions (Sign)

Attachment I: Budget Narrative and Cost Proposal Budget

- Attachment J: Mountain Mobility Organization Chart
- Attachment K: Vehicle, Technology and Equipment Inventories
- Attachment L: Operating Statistics
- Attachment M: Mountain Mobility System Safety Plan (Portions Redacted)

WRAP UP

REQUEST FOR PROPOSAL #: 032720

Submit Questions by March 6, 2020
 Addendum Issued by March 13, 2020
 Proposals Due March 27, 2020
 Potential Interviews April 8, 2020

Thank you for your time, attendance, and interested in this contracting opportunity!

CONTACT INFORMATION

Matthew Cable, Community Development Division Manager
 Designated County Representative Regarding RFP Inquiries

Buncombe County Planning and Development
 46 Valley Street
 Asheville, NC 28801
 Direct Phone: (828) 250-4829
 matthew.cable@buncombecounty.org



Request for Proposal #: 032720 Question Responses

**Attachment 10:
Section 5333(b) Warranty**

SFY 2019 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

Special Section 5333(b) Warranty For Application to the Nonurbanized Area Formula Program

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under the Community Transportation Program (CTP):

A. General Application

The Public Body (The North Carolina Department of Transportation) agrees that the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the project,

Buncombe County

(Legal Name of Applicant) and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the U. S. Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the U. S. Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of CTP funding in the absence of a finding of noncompliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any

SFY 2019 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working

SFY 2019 Community Transportation Program (CTP) Grant Application - Special Section 5333 (b) Warranty

forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the “preconsummation” issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service

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shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost

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on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of Service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of

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employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

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(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of

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residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a

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board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

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For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final

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and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

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(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the

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basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union

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representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

C. Acceptance of Special Section 5333(b) Warranty

I, (Name and Title) Brownie Newman, Chairman, Board of Commissioners
(Name and Title)

do hereby certify that

Buncombe County
(Legal Name of Applicant/Recipient)

has agreed to the terms and conditions of this Warranty; will accept this agreement as part of the contract of assistance with the North Carolina Department of Transportation; and **will post, in a prominent and accessible place, the terms and conditions of the Warranty with a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with these terms.**

Brownie Newman

Signature of Authorized Official

03/12/18

Date



Request for Proposal #: 032720 Question Responses

Attachment 11: Current Miles and PM Miles Due Miles

Current Miles and PM Due Miles

Report showing the current miles on a vehicle and the miles when the next PM is due. A negative value in the "Miles Until PM Due" column means that is how many miles UNDER the vehicle is.

AccessRightsLocationID = 17668

LifeCycleStatusCodeID = A

Equipment ID	Latest Meter1Reading	Life Total Meter1	Life Meter1At Last PM	Miles since Last PM	PM Due at meter	PMOverride Meter1	Miles Until PM Due
MM-13845	205969	205969	199714	6255	204714	5000	1255
MM-13840	210330	210330	204844	5486	209844	5000	486
MM-14645	215177	215177	210063	5114	215063	5000	114
MM-18789	45043	45043	40046	4997	45046	5000	-3
MM-19773	19798	19798	14864	4934	19864	5000	-66
MM-13841	180725	180725	173326	7399	180826	7500	-101
MM-16595	125055	125055	120168	4887	125168	5000	-113
MM-17247	115065	115065	110189	4876	115189	5000	-124
MM-13884	193911	193911	186571	7340	194071	7500	-160
MM-13842	200450	200450	193135	7315	200635	7500	-185
MM-18076	49725	49725	45010	4715	50010	5000	-285
MM-19777	24446	24446	19914	4532	24914	5000	-468
MM-19770	24796	24796	20270	4526	25270	5000	-474
MM-13844	213939	213939	206961	6978	214461	7500	-522
MM-16058	139131	139131	134906	4225	139906	5000	-775
MM-17834	99081	99081	95016	4065	100016	5000	-935
MM-16597	124040	124040	120005	4035	125005	5000	-965
MM-19772	18921	18921	14935	3986	19935	5000	-1014
MM-19774	24250	24250	20348	3902	25348	5000	-1098
MM-19780	18762	18762	14877	3885	19877	5000	-1115
MM-16423	133808	133808	129941	3867	134941	5000	-1133
MM-18790	58825	58825	54961	3864	59961	5000	-1136
MM-13102	180300	180300	173951	6349	181451	7500	-1151
MM-17248	98298	98298	94930	3368	99930	5000	-1632
MM-17835	103110	103110	99934	3176	104934	5000	-1824
MM-16974	94928	94928	91832	3096	96832	5000	-1904
MM-17249	113229	113229	110135	3094	115135	5000	-1906
MM-18705	53034	53034	49989	3045	54989	5000	-1955
MM-13847	189498	189498	186503	2995	191503	5000	-2005
MM-17250	102769	102769	99868	2901	104868	5000	-2099
MM-16424	92749	92749	89855	2894	94855	5000	-2106
MM-19771	27820	27820	24928	2892	29928	5000	-2108

Equipment ID	Latest Meter1 Reading	Life Total Meter1	Life Meter1 At Last PM	Miles since Last PM	PM Due at meter	PMOverride Meter1	Miles Until PM Due
MM-20408	78550	78550	76071	2479	81071	5000	-2521
MM-18933	42233	42233	39922	2311	44922	5000	-2689
MM-17117	82159	82159	79903	2256	84903	5000	-2744
MM-13101	150281	150281	145577	4704	153077	7500	-2796
MM-16422	122223	122223	120085	2138	125085	5000	-2862
MM-16596	88000	88000	85935	2065	90935	5000	-2935
MM-94339	209185	209185	207132	2053	212132	5000	-2947
MM-19778	21817	21817	19980	1837	24980	5000	-3163
MM-16059	76845	76845	75036	1809	80036	5000	-3191
MM-18941	61656	61656	60023	1633	65023	5000	-3367
MM-17120	106468	106468	105077	1391	110077	5000	-3609
MM-14641	176790	176790	175401	1389	180401	5000	-3611
MM-18983	51142	51142	49886	1256	54886	5000	-3744
MM-16975	140863	140863	139980	883	144980	5000	-4117
MM-33296	175482	175482	174892	590	179892	5000	-4410
MM-19779	20722	20722	20176	546	25176	5000	-4454
MM-18077	55539	55539	55008	531	60008	5000	-4469
MM-19775	25556	25556	25170	386	30170	5000	-4614
MM-19776	25500	25500	25155	345	30155	5000	-4655
MM-16421	130490	130490	130153	337	135153	5000	-4663
MM-18937	60192	60192	60014	178	65014	5000	-4822
MM-17838	100070	100070	99966	104	104966	5000	-4896
MM-16420	79964	79964	79908	56	84908	5000	-4944