North Carolina Public Transportation Association
Request for Proposals
EXECUTIVE DIRECTOR SERVICES

Proposals are hereby requested by the North Carolina Public Transportation Association (NCPTA) for Executive Director Services

1.0 SUBMISSION OF PROPOSALS & PROPOSED PROJECT(S)
Proposals addressed to Albert Eby, President, North Carolina Public Transportation Association, c/o Wave Transit, 505 Cando Street, Wilmington, North Carolina, 28402, and marked:

EXECUTIVE DIRECTOR SERVICES

will be received until 5:00 p.m. EST, Friday, February 24, 2017. Instructions for submitting qualifications statements may be obtained from NCPTA, c/o Wave Transit, 505 Cando Street, Wilmington, NC 28405 from 8:00 a.m. to 4:30 p.m., Monday through Friday. NCPTA reserves the right to reject any or all proposals. Proposal must submit three (3) printed copies of its proposal. The responsibility for submitting proposals (including all documents requested herein) are solely and strictly that of the proposer. NCPTA is not responsible for delays in the delivery of the mail or delays caused by any other occurrence. NCPTA does not discriminate on the basis of race, gender, ethnicity, age, national origin, religion or disability in its employment opportunities, programs, services, contracting opportunities or activities. It is the NCPTA’s policy to ensure compliance with the Title VI of the Civil Rights Act of 1964 in its contracting opportunities. The RFP can be accessed at the following URL:

http://www.nctransit.org

Albert Eby
President
ADVERTISED: January 17, 2017

2.0 RFP POSTPONEMENT AND AMENDMENT
NCPTA may postpone the deadline for submitting proposals and the opening of proposals and may revise or amend the RFP at any time up to the deadline for submitting proposals. Such changes, revisions and amendments, if any, shall be announced to each prospective applicant by written addenda to this RFP. Applicants are requested to contact NCPTA if, upon review, material errors are found. Errors must be pointed out before the deadline for submitting proposals to allow time for review and subsequent clarifications by NCPTA. In any case, the deadline for submitting proposals shall be at least seven (7) calendar days after the last addendum, and the addenda shall include an announcement, if applicable, of the new deadline for submitting qualifications.

3.0 REQUESTS FOR ADDITIONAL INFORMATION
Proposers requiring additional information may contact the President who will respond to questions and supply required information. Final requests for additional information or clarification should be received in writing by the close of business, 5:00 pm, on Thursday, February 16, 2017. A final addendum, if necessary, will be issued by 5:00 pm on Friday, February 17, 2017. All contact should be directed to:
NCPTA will send all requests for information and responses in writing to all known potential proposers so that all parties have the same information. Any spoken communication given is not binding upon NCPTA unless and until it is communicated in written form.

Approval of any contract resulting from this RFP, if exercised, will be made by the NCPTA Board of Directors. The decision of NCPTA will be final. Proposers who fail to follow this directive are subject to disqualification.

4.0 FUNDING AND TERMS
Any contract resulting from this RFP may be subject to available financial resources. The contract shall be governed by all applicable state and federal regulations. NCPTA shall negotiate a contract with the highest qualified proposer for Executive Director Services at compensation set forth in this solicitation.

5.0 NCPTA BACKGROUND AND DESCRIPTION
The North Carolina Public Transportation Association (NCPTA) is a private, non-profit organization that was incorporated in January 1983. With a vision of “Excellence in Public Transportation,” the Association’s mission is “Supporting our members and the public they serve through advocacy, education, and collaboration.”

NCPTA represents public transportation providers in all 100 counties of the state. This diverse group of System Members ranges from large urban transit systems operating light rail vehicles and many large buses to the smallest of rural transit systems operating just a few vans. In each case, regardless of size, the public transportation service provided is an equally integral part of the overall transportation infrastructure in the communities served and is vital in maintaining the mobility, freedom of travel, and quality of life of the citizens and visitors alike.

The Association is also proud to have almost 100 Associate Members, including educational institutions, governmental agencies, local and state elected officials, transit industry product and professional service providers, and vehicle manufacturers. These members provide the support necessary for the System Members to continuously improve the efficiency and effectiveness of the transportation services provided to the public. Their participation is critical to achieving “Excellence in Public Transportation.”

6.0 SCOPE OF WORK
6.1. NCPTA is seeking a qualified consultant to serve as a contract Executive Director and provide the six core duties outlined below.

<table>
<thead>
<tr>
<th>Task</th>
<th>Monthly Expectations</th>
<th>Quarterly Expectations</th>
<th>Annual Expectations</th>
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<tbody>
<tr>
<td>1. Coordinate the effective implementation of</td>
<td>Coordinate and monitor the contract or internal updates to ensure that</td>
<td>Contact all vendors and potential vendors to ensure good business</td>
<td>Assist with annual conference coordination for vendor participation</td>
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<td>Task</td>
<td>Description</td>
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<tr>
<td>1. Conduct the Association’s annual conference, programs and goals,</td>
<td>- Coordinate with all committees.</td>
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<td>i.e. including, but not limited to membership drives, marketing</td>
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<td>efforts, coalition building.</td>
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<td>all information on the website is current</td>
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<td>relations</td>
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<td>Visit at least 3 system members and conduct an on-site needs survey</td>
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<td>Serve as primary conference contractor monitor and manager to</td>
<td>Work with and provide support to Conference Committee Chairs members as directed.</td>
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<td>ensure all contractual goals are met.</td>
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<td>2. Conduct the Association’s administrative affairs including</td>
<td>Prepare financial reports</td>
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<td>banking, managing and monitoring contract vendor work, bookkeeping,</td>
<td>Works closely with accountant contractor to ensure that all expenses and revenues are accurately documented.</td>
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<td>budgeting, meeting arrangements, meeting minutes, member mailings,</td>
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<td>conference planning and grant administration and reporting.</td>
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<td>Coordinate Board Meeting administrative support</td>
<td>Provides Quarterly revenues and expense reports for review by NCPTA Board.</td>
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<td>Provides update to Board on conference contractor activities and</td>
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<td>issues.</td>
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<tr>
<td>Assist in the preparation of the annual budget</td>
<td>Assist in the conference program planning Assist in the annual financial audit preparation.</td>
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<tr>
<td>Assist in the preparation of the conference program planning</td>
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<td>Assist in the annual financial audit preparation.</td>
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<tr>
<td>3. Coordinate with NCDOT-PTD staff in helping to facilitate a</td>
<td>Communicate with Association Members regarding professional development and training opportunities.</td>
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<td>management training program that promotes transit staff</td>
<td>Brings status report on efforts to leverage RTAP funds for member training.</td>
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<td>development.</td>
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<td>Prepar (3)es an annual program of training opportunities and</td>
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<td>coordinates closely with NCDOT/PTD.</td>
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<td>Work with and provide support to Training Committee Chairs and</td>
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<td>members as directed.</td>
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<td>4. Prepare communication materials in support of public</td>
<td>Solicit monthly input from transit system members for news worthy articles.</td>
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<td>transportation, to include developing an Association newsletter,</td>
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<td>brochures, coalition materials, policy statements and training</td>
<td>Produce a quarterly Newsletter.</td>
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<td>opportunities.</td>
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<td>Develop a communication plan to outreach to current members and</td>
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<td>potential members.</td>
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5. Maintain statewide communication for the support of public transit.

| Attend NC General Assembly committee mtgs as determined by NCPTA President. |
| Attend and report on the NCBOT meetings. |
| Prepare a "State of Transit" report and post on the NCPTA website and send to members. |

6. Keep Association members informed of administrative or policy actions which directly or indirectly impact public transportation service delivery or funding for NC public transit systems.

| Provide on-going communications with members and potential members. |
| Assist the NCPTA Board in preparing advocacy to support public transit initiatives. |
| Work with and support Strategic Planning Committee Chair and members as directed. |

7. Continue development of NCPTA Strategic Plan.

| Provide updates to Directors and members regarding plan progress. |
| Assist NCPTA Board and Strategic Planning Committee in developing and shaping future course for Association. |

The Table provided is not necessarily considered comprehensive and additional duties may be assigned, subject to negotiation.

6.2 Attendance at Association Functions

The Contract Executive Director shall attend the following NCPTA functions at a minimum:

- Four NCPTA Board of Directors meetings (in state)
- Annual Conference and Roadeo (in state)
- NCDOT-PTD Annual Conference (in state)
- A minimum of four Association committee meetings annually (in state)
- A minimum of four NCBOT and NC General Assembly meetings pertinent to transit (in state)
- A minimum of one APTA or CTAA conference (if a contingent of NCPTA members attend the APTA Legislative Conference, the Contract ED will be expected to accompany the contingent, otherwise, the conference choice will remain with the contracting proposers) (in or out of state)

6.3 NCPTA utilizes and reimburses a bookkeeper for financial account reconciliation. This method of accounting is not expected to change upon award. The selected proposer will be expected to coordinate accounting activities with the bookkeeper.

7.0 INDEPENDENT CONTRACTOR

It is mutually agreed and understood that proposers providing Executive Director Services pursuant to this RFP are not employees of NCPTA and shall not be afforded any entitlements available to employees. Persons meeting the requirements of this proposal providing Executive Director Services shall be responsible for required travel, per diems, taxes, benefits, and any and all other costs necessary to meet the requirements of the Association pursuant to this solicitation.

8.0 REMUNERATION
It is anticipated that the number of hours required to meet the scope of services as outlined in Section 6.0 will be approximately 2,000 annually. Proposers are required to list their hourly cost which will be paid monthly upon detailed invoicing.

NCPTA will not reimburse the contractor for incidental associated costs including, but not limited to, travel expenses, cell phone allowance, internet provision, computer hardware and associated software, telecom services, real property, company overhead, and other minimal expenses. NCPTA will provide reimbursement for postage, photocopies, and website hosting and email account(s).

This list is not inclusive and expenses not listed herein should be considered non-reimbursable for the purpose of providing proposals.

9.0 ESTIMATED TIMELINE
9.1 RFP advertised January 17, 2017
9.2 Final questions due February 16, 2017
9.3 Final addendum issued February 17, 2017
9.4 Proposals due February 24, 2017
9.5 Presentations from selected consultants March 2017
9.6 Anticipated award June 06, 2017
9.7 Notice to proceed/contract commencement July 01, 2017

10.0 GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS
10.1 General

It is the intent of this request to obtain proposals for Executive Director services in accordance with the requirements of this solicitation, State and local ordinances and any other jurisdictional compliance. Proposers are requested to submit three (3) copies of the proposer’s proposal in accordance with the specifications outlined in this document. In addition, a copy of the proposal must be submitted electronically to NCPTA either via email to: aeby@wavetransit.com or via CD, portable flash drive or other electronic format. The electronic qualification submission must be in Adobe Portable Document Format (PDF).

Proposals should be submitted to Albert Eby, President, North Carolina Public Transportation Association, c/o Wave Transit, 505 Cando Street, Wilmington, North Carolina, 28405, and marked “EXECUTIVE DIRECTOR SERVICES,” no later than the time and date specified in this solicitation.

10.2 Proposer Qualifications

By responding to this RFP, proposer warrants and assures that the proposer is qualified to meet the scope outlined herein. Proposer warrants that employees who participate in this project will be compensated in accordance with the law. Applicable insurance is a requirement of this contract for Proposers as specified in Section 10.9.11.

10.3 Contract Length

This solicitation is expected to result in a contract for a period not to exceed one (1) year beginning July 01, 2017 and ending June 30, 2018, with an option of five (5) one (1) year extensions.

10.4 Invoicing

Monthly invoicing for work completed through the last day of the preceding month should be presented to NCPTA for payment. Reimbursement will not be remitted for work in process or incomplete. Advance payment is not authorized. Reimbursement beyond the final agreement must be approved by NCPTA. Terms are net thirty (30) days.

10.5 Marking of Bid Envelopes
Proposals must be contained in a sealed envelope or box, plainly marked, showing the bid name, date, time for opening bids and the bidder’s name.

10.6 Late Bids Not Considered
Responses to this RFP received after the stipulated bid opening date and time will not be considered.

10.7 Award
Award shall be made to the proposer that is determined by NCPTA to be most qualified and cost effective to undertake the project. Once a proposer has been determined to be most qualified and cost effective, NCPTA will negotiate a contract with the selected proposer.

10.8 Determination of Award
Initial evaluation of submittals will be judged using the following criteria:
The proposer’s current workload will be closely evaluated in the capacity to perform in a reasonable timeframe category. Selected proposers may be requested to make a presentation to NCPTA. Costs associated with attendance at any required presentation will be exclusively borne by the proposer.

<table>
<thead>
<tr>
<th>Qualification &amp; experience of proposer and team</th>
<th>40 points</th>
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<tbody>
<tr>
<td>Cost</td>
<td>30 points</td>
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<tr>
<td>Client references</td>
<td>15 points</td>
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<tr>
<td>Capacity to perform in a reasonable timeframe</td>
<td>15 points</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>100 points</strong></td>
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10.9 Required Qualifications Contents and Format
Submitted qualifications must include the required items and follow the format outlined below. Instructions for each exhibit are provided. There is no limitation on qualification size. Graphic illustrations may be included in the proposal. Information submitted is to be relevant to this RFP and project. Brochures and other promotional materials may not be substituted for filling out the requested forms or information. The forms supplied, or the same format, will be used to provide a uniform response to the information requested. Qualifications that do not follow the listed format, or fail to include the required material, may be removed from consideration. Each of the following items must be included in each submitted proposal in sufficient detail to enable NCPTA to make a determination as to the responsiveness of the proposer. Please make certain that all items are completed and labeled as instructed. Material submitted with qualifications will not be returned.

10.9.1 Executive Summary
An Executive Summary of no more than one (1) page in length is required. The Executive Summary will not require a specific set of submission guidelines but should provide a brief overview of each item on the Submission Checklist, at a minimum.

10.9.2 Cover Letter
On company letterhead, briefly introduce the proposer. List the contents of the proposal, i.e., exhibits and any optional items by title. Do not list promotional material. Provide the name of a contact person(s) with telephone and facsimile (FAX) numbers. NCPTA will only correspond with the contact person(s) designated in the cover letter. The letter must be signed by an individual authorized to commit the proposer’s personnel and financial resources to the project and to execute legal documents on behalf of the proposer.

10.9.3 **History of Company**
Please provide a brief history of the proposer, describing experience, size, and location(s).

10.9.4 **Experiences and References**
Provide a list of five (5) current and/or former clients as references. Indicate the dates and length of time the proposer has served each client, and describe the service(s) provided, the size of the operation, and any other relevant factors. Include the name and telephone number of a contact person for each current and former client listed.

10.9.5 **Project Team**
Describe how your proposer will support efforts with NCPTA. Discuss the organizational resources and services that your company will provide as part of the agreement, and describe other services your proposer can provide at additional cost. Provide an overview of each employee of the company that will be involved with the project.

10.9.6 **Timeline**
Provide a proposed timeline for plan development, inclusive of public outreach efforts, and completion. Assume notice to proceed issued as outlined in 9.7 of this solicitation.

10.9.7 **Pricing Sheet**
(Attachment A)

10.9.8 **Acknowledgement of Addenda**
(Attachment B)

10.9.9 **Legal Status & Evidence of Authority**
(Attachment C)

10.9.10 **North Carolina E-Verify Status**
(Attachment D)

10.9.11 **Liability Insurance**
Certificate of for Company and subcontractors (if applicable) (minimum $100,000.00)

Failure to submit any of the required submissions will be considered non-responsive to the RFP and the proposer will not be considered for award.

10.10 **Addenda**
NCPTA shall not be responsible for any oral instructions made by employees or officers of NCPTA in regard to this RFP. Any changes to the RFP will be in the form of an Addendum, which will be mailed or delayered electronically to all bidders who are listed with NCPTA as having received the invitation of any other bidder who requests an Addendum.

11.0 **RESERVED FOR FUTURE CODIFICATION**

12.0 **REQUIRED CLAUSES**
12.1 Ethics & Conflict of Interest

Code or Standards of Conduct

At a minimum NCPTA agrees to, and assures that its contractors will, establish and maintain a written Code or Standards of Conduct that:

12.1.1 Applicability

Applies to the individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest:

(a) The Recipient or its Subrecipients’ officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement,

(b) The immediate family members or partners of those listed in Section 3.a(1)(a) of the Master Agreement, and

(c) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed in Sections 3.a(1)(a) and (b) of the Master Agreement,

12.1.2 Prohibitions

Prohibits those individuals listed above in Section 3.a(1) of the Master Agreement from the following:

(a) Third Party Agreements: Engaging in any activities involving the Recipient or any of its Subrecipients’ present or potential Third Party Participants at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest, and

(b) Gift Acceptance: Accepting a gratuity, favor, or anything of monetary value from a present or potential Third Party Participant in the Recipient’s Underlying Project, unless the gift is unsolicited, and has an insubstantial financial or nominal intrinsic value, and

12.1.3 Violations

As permitted by State or local law or regulations, the Recipient or its Subrecipients’ Code or Standards of Conduct will establish penalties, sanction, or other disciplinary actions for violations that apply to:

(a) Those individuals listed in section 3.a(1) of the Master Agreement, and

(b) The Recipient or Subrecipient’s Third Party Participants,

12.2 Lobbying

This solicitation is not intended to engage or contract with a professional lobbyist. Any proposer who is a registered lobbyist is required to disclose such professional affiliation prior to award. The proposer selected to provide Executive Director Services in response to this solicitation is strictly prohibited from lobbying on behalf of NCPTA and/or its members.

12.3 Record Retention and Access to Records and Reports
The Contractor agrees to permit, and require its subcontractors to permit, NCPTA 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 agrees to permit NCPTA to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

All records pertaining to work reimbursed under any contract executed in response to this solicitation shall be retained for five (5) years after the date of termination or expiration of said 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 NCPTA or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

12.4 Termination or Cancellation of Contract
NCPTA, by written notice, may terminate any contract arising from this solicitation, in whole or in part, when it is in the best interest of the project. If this contract is terminated, NCPTA will be liable only for payment under the payment provisions of this contract or services rendered before the effective date of termination.

NCPTA may terminate this contract in whole or in part, for NCPTA's convenience or because of the failure of the Contractor to fulfill the contract obligations. NCPTA will 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 will

1. Immediately discontinue all services affected (unless the notice directs otherwise), and
2. Deliver to the NCPTA all data, reports, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

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

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

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 will be the same as if the termination had been issued for the convenience of the Owner.

12.5 Breaches and Dispute Resolution
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, NCPTA 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.
If it is later determined by NCPTA 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, NCPTA, 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.

NCPTA at its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty days 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 NCPTA’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 NCPTA setting forth the nature of said breach or default, NCPTA 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 NCPTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

12.5.1 Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties will be decided in writing by the authorized representative of NCPTA. This decision will 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 President. In connection with any such appeal, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of NCPTA will be binding upon the Contractor and the Contractor will abide by the decision.

12.5.2 Performance During Dispute - Unless otherwise directed by NCPTA, Contractor will continue performance under this Contract while matters in dispute are being resolved.

12.5.3 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 will be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

12.5.4 Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the NCPTA 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 (Recipient) is located.

12.5.5 Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder will 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 NCPTA or Contractor will constitute a waiver of any right or duty afforded any of them under the Contract, nor will 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.

12.6 Civil Rights

12.6.1 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. The third party contractor and all lower tiers will comply with all provisions of FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”, dated October 01, 2012.

12.6.3 Nondiscrimination on the Basis of Age

12.6.4 Nondiscrimination on the Basis of Sex

12.6.5 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 will 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;
12.6.6 Access to Services for Persons with Limited English Proficiency

12.6.7 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.

12.6.8 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. §§ 201 et seq., and any amendments to these laws.

12.6.9 Other Nondiscrimination Statutes
The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this Contract.

12.7 Hold Harmless
Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless NCPTA 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, proposer, 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, proposer, or
corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

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

12.8 North Carolina State Ethics Requirement

“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.”

12.9 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 D.
ATTACHMENT A
PRICING SCHEDULE

For Executive Director Services for North Carolina Public Transportation Association (NCPTA) proposer proposes the following annual cost:

$____________________
Fixed annual cost

____________________________________
Name of Proposer

____________________________________
Address

____________________________________
City, State, Zip

____________________________________
Signature of Authorized Official

____________________________________
Date
ATTACHMENT B
ACKNOWLEDGEMENT OF ADDENDA

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

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

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______________________________
Name of Proposer

______________________________
Address

______________________________
City, State, Zip

______________________________
Signature of Authorized Official

______________________________
Date
ATTACHMENT C
LEGAL STATUS & EVIDENCE OF AUTHORITY

__________________________ is a _________________________ and meets the legal requirements
name of proposer type of proposer
required by the State of North Carolina to conduct business in the state. (If the proposer is a corporation, it
must furnish a certificate attesting to its corporate existence).

_________________________________ is hereby authorized by _________________________ to sign
name of authorized agent name of proposer
contracts, documents and other items on behalf of ______________________ relating to the submitted.
name of proposer

____________________________________
Typed or Printed Name of Certifying Official
Chief Executive Officer or President of Proposer

______________________________
Signature of Certifying Official
Chief Executive Officer or President of Proposer

____________________________________
corporate seal
Date

STATE OF ______________________
COUNTY OF ____________________

I, ____________________, a Notary Public in and for the State and County aforesaid, certify that

______________________________ personally came before me this day and acknowledged that he/she is
name of certifying official

______________________________ of _______________________, and that by Authority duly given the foregoing
title of certifying official name of company
instrument was signed in its name by sealed with its corporate seal and attested by him/herself as its

______________________________
Title of certifying official

Witness my hand and official seal, this the ____ day of ______________, 20____.

_________________________________
Notary Public

My Commission Expires: ______________
STATE OF NORTH CAROLINA
COUNTY OF _______________

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