

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: April 2, 2018
Presenter: Just Gibbs, Emergency Services Director
Attachment: Fire Protection Contract and Medical First Responder Contract

ITEM TITLE: VOLUNTEER FIRE DEPARTMENTS CONTRACTS

SUMMARY: In accordance with Chapter 153A-233 of the General Statutes of North Carolina, Hyde County enters into contract with incorporated fire departments to provide fire protection to an area of Hyde County defined by the fire and mutual aid districts being served by the Departments.

In accordance with Chapter 143-517 of the General Statutes of North Carolina,, Hyde County enters into contract with incorporated fire departments to provide Emergency Medical First Responder services to an area of Hyde County defined by the fire and mutual aid districts being served by the Departments.

Fire Protection Contract and Medical First Responder Contract will be forwarded to each Fire Department in the County for signature.

RECOMMEND: Approve.

Motion Made By: Earl Pugh, Jr.
 Barry Swindell
 Dick Tunnell
 Ben Simmons
 Tom Pahl

Motion Seconded By: Earl Pugh, Jr.
 Barry Swindell
 Dick Tunnell
 Ben Simmons
 Tom Pahl

Vote: Earl Pugh, Jr.
 Barry Swindell
 Dick Tunnell
 Ben Simmons
 Tom Pahl

**NORTH CAROLINA
HYDE COUNTY**

THIS CONTRACT, made and entered into _____, 2018 and becomes effective on July 1, 2018, by and between HYDE COUNTY, a body politic and corporate of NORTH CAROLINA (“the County”) and Swan Quarter Volunteer Fire Department, Inc., a North Carolina Nonprofit Corporation (“the Department”).

WITNESSETH:

WHEREAS, CHAPTER 153A-233 of the General Statutes of North Carolina states that counties may provide for fire protection by contracting with an incorporated fire department;

WHEREAS, the Department is a nonprofit corporation created pursuant to Chapter 55 of the General Statutes; and

WHEREAS, the parties hereto have previously entered into other contacts and agreements for Fire Protection. On the effective date listed above, this contract will supersede any previous contracts or agreements for the aforementioned services and will render the previous ones null and void; and

WHEREAS, the County desires to enter into a one (1) year contract, renewable as herein stated, with the Department to provide fire protection to an area of Hyde County defined by the fire and mutual aid districts being served by the Department,

NOW THEREFORE, for and in consideration of quarterly payments as provided herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the County and the Department agree as follows:

1. The County will pay to the Department an amount of at least \$4,312.50 quarterly.
2. The Department will provide the necessary equipment and personnel to furnish fire protection to the assigned district, as well as automatic or mutual aid to other departments as needed. The Department shall maintain a fire protection rating of at least 9S as determined by the Office of the State Fire Marshal. A loss of the 9S rating may result in the County, at the sole option of the County, discontinuing any payments until such time as the rating is re-obtained.
3. The Department will provide for fire department related services such as vehicle extrication, landing zones, initial hazardous materials response, mutual aid, etc. as prescribed in the Hyde County Emergency Operations Plan.
4. The Department will assist other Hyde County Public Safety agencies as possible and where in the best interest of the public. Ancillary services such as fire prevention, heavy rescue, and any other services may be performed at the discretion of the Department; however such services should be coordinated with an Association of Fire Chiefs and/or the Hyde County Fire Marshal to limit duplication of efforts. The Department will perform all necessary disaster response services as outlined in the Hyde County Emergency Operations Plan. Copies of the Department’s Incident Reports and Computer Aided Dispatch (CAD) Call Reports will be provided to the County whenever requested.
5. Fire protection will be furnished at no charge to all persons and property. However, where procedures exist in the North Carolina General Statutes and other regulations to recoup expenses (such as with hazardous material incidents), the Department is allowed to bill for such services at rates pre-approved by

the Department's Board of Directors.

6. All funds remitted by the County to the Department will be used exclusively for the provision of services defined in this contract and the Department will be solely responsible for paying its expenses. The Department will follow standard budgeting procedures and the Department shall ensure that appropriate checks and balances exist in the maintenance of all Department funds.
7. The Department will provide the County a copy of its Financial Report for the previous fiscal year and its current budget whenever requested by the County.
8. The Department will maintain sufficient Vehicle Liability, General Liability, and Worker's Compensation insurances at all times, covering all persons affiliated with the Department.
9. The Department will provide the County a Certificate of Insurance for each of the insurances listed in item 8 of this contract annually.
10. The Department will maintain membership in the North Carolina State Fireman's Association, and annually submit at least the required 36 hours of training for each Department member to the North Carolina State Fireman's Association.
11. The County will annually submit the Report of Fire Conditions to the North Carolina Office of the State Fire Marshal.
12. The Department will ensure that all persons are trained in the Incident Command System, specifically ICS-100 and IS-700 within 12 months of affiliation. Departmental Officers must be trained to the ICS-200 level within 12 months of appointment. The Fire Chief is encouraged to complete the ICS-300, ICS-400, and IS-800 courses. The Department shall provide copies of all ICS training certifications obtained by its membership to the Hyde County Emergency Manager in order to ensure NIMS Compliance and for NIMSCAST reporting.
13. The Department will provide the County with copies of its Articles of Incorporation, current Bylaws, and any current Procedures and Guidelines with this contract and upon request of the County.
14. The County hereby releases the Department and the Department hereby releases the County, to the extent of their respective insurance coverage, from any liability.
15. The Department should complete a report on all incidents or requests for assistance, regardless of whether a response is initiated or not. This should be done through National Fire Incident Reporting System.
16. The Chief of the Department is required by General Statute 58-79-1 to determine the cause of all fires. The Department will initiate investigation of any fire within three (3) days (excluding Sunday) and complete a North Carolina Incident Report detailing all known facts of the fire within one (1) week. The Department will maintain Incident Reports in a safe location indefinitely.
17. In the absence of the Fire Chief (or the chiefs designee), the Hyde County Fire Marshal in combination with the Sheriff, is held responsible for fire investigation by General Statute 58-79-1. The Department will notify the Fire Marshal and the Sheriff for assistance whenever necessary.
18. This contract will expire on June 30, 2019. HOWEVER, IT SHALL EXTEND AUTOMATICALLY AND RENEW ANNUALLY FOR A PERIOD OF FOUR (4) ADDITIONAL YEARS, UNLESS ONE PARTY NOTIFIES THE OTHER IN WRITING NOT LESS THEN SIXTY (60) DAYS PRIOR TO THE ANNUAL RENEWAL DATE OF THAT PARTY'S DESIRE NOT TO RENEW THIS CONTRACT. THE TOTAL DURATION OF THIS AGREEMENT SHALL NOT EXCEED FIVE (5) YEARS.

19. The County or the Department can request in writing to renegotiate this contract at any time during the contract period, but the County and the Department must agree in writing at least ten (10) days prior to the change becoming effective.

IN WITNESS WHEREOF, the County has caused this agreement to be signed by the Chairman of the Board of Commissioners, attested by the Clerk to said Board, and its official seal to be hereto affixed, all by authority of said board duly given, and the Swan Quarter Volunteer Fire Department, Inc. has caused this agreement to be signed by its President, attested by its Secretary and Chief, and its corporate seal affixed, all by authority of its Board of Directors.

HYDE COUNTY

Chairman of the Board of Commissioners

Date

Hyde County Manager

Date

Hyde County Fire Marshal

Date

Attest: _____
Clerk to the Board of Commissioners

Date

SWAN QUARTER VOLUNTEER FIRE DEPARTMENT, INC.

President of the Board of Directors

Date

Chief or Assistant Chief of the Fire Department

Date

Secretary of the Fire Department

Date

This disbursement has been approved as required by the local Government Budget and Fiscal Control Act.

Hyde County Finance Officer

Date

**NORTH CAROLINA
HYDE COUNTY**

THIS CONTRACT, made and entered into effective _____, 2018 by and between HYDE COUNTY, a body politic and corporate of NORTH CAROLINA (“the County”) and Swan Quarter Volunteer Fire Department, Inc., a North Carolina Nonprofit Corporation (“the Department”).

WITNESSETH:

WHEREAS, Chapter 143-517 of the General Statutes of North Carolina states that each County shall ensure that emergency medical services are provided to its citizens; and

WHEREAS, the County has determined a need for a Emergency Medical First Responder Program to enhance the Emergency Medical Services System due to the geography of the County and the distance to the closest hospital; and

WHEREAS, the parties have previously entered into other contracts and agreements for Emergency Medical First Responder services. On the effective date listed above, this contract will supersede any previous contracts or agreements for the aforementioned services and will render the previous ones null and void; and

WHEREAS, the County desires to enter into a one (1) year contract, renewable as herein stated; with the Department to provide Emergency Medical First Responder services to an area of Hyde County defined by the fire and mutual aid districts being served by the Department,

NOW THEREFORE, for and in consideration of annual payments as provided herein and for good and other consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the County and the Department agree as follows:

1. The County will pay to the Department an annual per call amount based on the number of medical first responder calls the Department responds to within a calendar year. The amount per call will be determined by dividing the total number of actual county-wide medical first responder calls that were responded to by all of the participating departments within the given calendar year into the total line item amount (a minimum of \$25,000.00 per year) in the County’s budget for this service. The per-call amount will then be multiplied by the number of actual calls the Department responded to in order to determine the amount of payment due for the medical first responder services provided.
2. If this contract is terminated before a calendar year is completed, then the budgeted amount for the First Responder Program will be prorated based on the number of months that services were provided.
3. The Department shall respond to all calls if appropriate personnel are available.
4. A Committee consisting of the Fire Chief or designee from each of the participating Departments in the County and a member appointed by the County will meet to determine if the calls invoiced by the departments were eligible first responder calls and ensure that the proper documents have been submitted for payment for the services rendered. Upon the completion of the review process the Committee will meet with the Emergency Services Director to recommend payment of the invoices based on its determinations.

5. In accordance with the National Fire Protection Agency Standard 1201 Section 7.6.1, the Department shall maintain a close working relationship with the medical authority (Hyde County Medical Director and Hyde County EMS) to provide an applicable level of medical supervision for the service level to which the Department is committed.
6. The Department shall be responsible for having trained personnel, to a level of at least Emergency Medical First Responder, and for making sure Emergency Medical First Responders attend the appropriate continuing education.
7. The County shall be responsible for providing any continuing education that is required.
8. The County in coordination with the Hyde County Medical Director shall provide to the Department Emergency Medical First Responder Patient Care Protocols.
9. The Department will provide the necessary vehicles and personnel to furnish the Emergency Medical First Responder service to the assigned district, as well as automatic or mutual aid to other Departments/Agencies as needed.
10. The County will provide to the Department all small equipment as well as the supplies that will be required. The equipment and supplies will be restocked from the responding EMS unit or from the EMS Base Station. The County in coordination with the Hyde County Medical Director shall provide an inventory list of equipment and supplies required for the provision of medical first responder services.
11. At the scene of an emergency, the Emergency Medical First Responder shall administer basic life support and first aid to the limits of his/her training and credentials and in accordance with the approved EMS System Protocols.
12. The Department and its members are required to follow state and local laws and ordinances that apply to the Department when responding to an emergency.
13. The Department should complete a report on all incidents or requests for assistance, regardless of whether a response is initiated or not. This should be done through the National Fire Incident Reporting System.
14. The Department is responsible for the required insurance coverage.
15. The Department is solely responsible for its members. If any of the Department's members do not comply with the requirements of this contract, the County will document the problem and officially notify the Fire Chief of the Department in writing. Once the Fire Chief of the Department has received the written notification of violation, the matter will be resolved by the Department and the County will be notified in writing of any disciplinary action taken.
16. This contract will expire on December 31, 2018. HOWEVER, IT SHALL EXTEND AUTOMATICALLY AND RENEW ANNUALLY FOR A PERIOD OF FOUR (4) ADDITIONAL YEARS, UNLESS ONE PARTY NOTIFIES THE OTHER IN WRITING NOT LESS THEN SIXTY (60) DAYS PRIOR TO THE ANNUAL RENEWAL DATE OF THAT PARTY'S DESIRE NOT TO RENEW THIS CONTRACT. THE TOTAL DURATION OF THIS AGREEMENT SHALL NOT EXCEED FIVE (5) YEARS.
17. The County or the Department can request in writing to renegotiate this contract at any time during the contract period, but the County and the Department must agree in writing at least ten (10) days prior to the change becoming effective.

IN WITNESS WHEREOF, the County has caused this agreement to be signed by the Chairman of the Board of Commissioners, Attested by the Clerk to said Board, and its official seal to be hereto affixed, all by authority of said board duly given, and the Swan Quarter Volunteer Fire Department, Inc. has caused this agreement to be signed by its President, attested by its Secretary and Chief, and its corporate seal affixed, all by authority of its Board of Directors.

HYDE COUNTY

Chairman of the Board of Commissioners

Date

Hyde County Manager

Date

Hyde County Fire Marshal

Date

Attest: _____
Clerk to the Board of Commissioners

Date

SWAN QUARTER VOLUNTEER FIRE DEPARTMENT, INC.

President of the Board of Directors

Date

Chief of the Fire Department

Date

Secretary of the Fire Department

Date

This disbursement has been approved as required by the local Government Budget and Fiscal Control Act.

Hyde County Finance Officer

Date

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 2, 2018
Presenter: County Manager Bill Rich
Attachment: Yes

ITEM TITLE: REVIEW OCRACOKE TRAM/RFP

SUMMARY: Manager Rich will discuss the Ocracoke passenger ferry tram project and the request for proposals.

RECOMMEND: APPROVE

Motion Made By: Earl Pugh, Jr.
 Barry Swindell
 Dick Tunnell
 Ben Simmons
 Tom Pahl

Motion Seconded By: Earl Pugh, Jr.
 Barry Swindell
 Dick Tunnell
 Ben Simmons
 Tom Pahl

Vote: Earl Pugh, Jr.
 Barry Swindell
 Dick Tunnell
 Ben Simmons
 Tom Pahl

TIMELINE FOR PASSENGER FERRY PROJECT

APRIL 2, 2018 – BOARD OF COMMISSIONERS APPROVAL TO ADVERTISE THE REQUEST FOR PROPOSALS (RFP)

APRIL 3, 2018 – SUBMIT AND REQUEST ADVERTISEMENT

APRIL 19, 2018 – REQUEST FOR CLOSED PROPOSALS

APRIL 19, 2018 – 1 PM: OPEN AND EVALUATE PROPOSALS

MAY 7, 2018 – PRESENTATION OF TRAM CONTRACT TO APPROVE PROPOSER TO THE BOARD OF COMMISSIONERS FOR APPROVAL



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

March 12, 2018

Mr. Bill Rich
County Manager
County of Hyde
PO Box 188
Swan Quarter, NC 27885

Dear Mr. Rich,

The Ocracoke – Hatteras tram operation is key to the success of our passenger ferry project. Our partnership continues to be an important part of this success. This letter serves as documentation of our partnership commitments and expectations.

NCDOT Commitments

1. NCDOT commits to funding the tram service at $\frac{1}{2}$ the total operating costs up to \$90,000 per year for the following years – 2018 (partial year), 2019, 2020 and 2021. This commitment will be made each year based on the costs in the contract award for operations.
2. NCDOT has provided a draft Request for Proposals for tram operations to the County Manager for the county's use in preparing their proposal for advertisement.
3. NCDOT commits to entering into an agreement regarding the tram ownership and operations.

County of Hyde Commitments

1. County of Hyde commits to funding the tram service at a minimum of $\frac{1}{2}$ of the total operating cost required per year, based on the awarded contract costs. These costs include all maintenance costs.
2. County of Hyde will contract with a vendor to provide the service. This contract minimally includes the maintenance and upkeep of the trams and trailers, storage, electric charging stations, hiring and training operators, insurance as defined by the NC Utilities Commission, operation of the service during the contract defined period, and meeting the insurance and the American with Disabilities Act (ADA) requirements of operating a public transportation vehicle.
3. County of Hyde will publish the tram schedule and coordinate the schedule with the Ferry Division to coincide with the arrival and departure times of the passenger ferry.
4. The County of Hyde commits to meeting the Americans with Disabilities Act (ADA). Details about the ADA and the public transportation requirements can be found on the Federal Transit Administration (FTA) website (www.transit.dot.gov). NCDOT has worked with FTA to designate this service as commuter. This means operating a deviated fixed route or complementary paratransit are not required. NCDOT will create documentation of this decision.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
1551 MAIL SERVICE CENTER
RALEIGH, NC 27699-1551

Telephone: (919) 707-2800
Fax: (919) 733-9150
Customer Service: 1-877-368-4968

Location:
1 S WILMINGTON STREET
RALEIGH, NC 27601

Website: www.ncdot.gov

The specific ADA expectations of the agreement are:

- a. Provide vendor oversight for the ADA requirements written in the Request for Proposal.
- b. Commit to installing and maintaining bus stop signs at the 8 point of interest stops in accordance with the Americans with Disabilities Act (ADA) bus stop requirements and all permits associated with the Passenger Ferry project. Although the project permits do not allow any construction at the tram stops other than sign installation, the ADA requirements state: *If there is construction at any one of the "point of interest stops" (e.g., a pad or a shelter), then the construction would need to comply with the bus stop and shelter requirements. If locations are just designated as stops with signs and nothing is built, then you should pick the area to meet the landing pad requirements to the maximum extent possible so you can safely deploy the lift or ramp, people can get on and off the vehicle, and people can get to the nearest accessible path of travel. Since there are no sidewalks and everyone walks in the street, then the accessible path of travel would be the street and riders who use wheelchairs would just have to be able to get from the places they are deboarded to the street, and vice versa.*

If you have any questions, please let me know. We look forward to opening day!

Sincerely,



Debbie Collins
Director, Public Transportation Division

cc: David L. Howard, Chief Deputy Secretary
Joy Hicks, Government Affairs & Policy Director
Julie White, Deputy Secretary for Multi-Modal Transportation
Sterling Baker, Facilities Management Director
Harold Thomas, Director, Ferry Division

**County of Hyde
Request for Proposal
to
Operate Trams Supporting the Ocracoke – Hatteras
Passenger Ferry**

April 2, 2018

County of Hyde is issuing this Request for Proposal (RFP) to hire a firm to operate and maintain Trams supporting the Ocracoke - Hatteras Passenger Ferry. Interested proposers should submit their proposals by 1:00 PM EST, on April 19, 2018 to the attention of:

**Hyde County Manager's Office
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885**

Proposal Submission Deadline: April 19, 2018

Request for Proposal

Operate Trams Supporting the Ocracoke – Hatteras Passenger Ferry

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Exhibits

| | |
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| Exhibit 4 | Certification Regarding Lobbying |
| Exhibit 5 | Performance Requirement Examples |
| Exhibit 6 | Customer Service Philosophy and Standards |

1.0 Advertisement

REQUEST FOR PROPOSAL County of Hyde Solicitation Operate Trams Supporting the Ocracoke – Hatteras Passenger Ferry

County of Hyde is issuing this Request for Proposal (hereinafter RFP) to select a firm to operate Trams to support the Ocracoke – Hatteras Passenger Ferry. The term of the contract will be three years with two 1 year extensions.

To obtain a copy of the Request for Proposal (RFP) document, interested parties must download the document from the County of Hyde web site, www.hydecountync.gov . Proposals will be received until **1 :00 p.m. (ET) on, April 19, 2018** at County of Hyde Administrative Office. Questions regarding the RFP should be directed in writing to Rosemary Johnson, Administrative Assistant, rjohnson@hydecountync.gov .County of Hyde reserves the right to reject any or all proposal.

2.0 Background Information

Coastal North Carolina is a unique place. Once a remote region whose waters were home to both pioneers and pirates, the Outer Banks is now a place famous for sunny stretches of sandy beaches, world-class fishing, charming coastal towns, and remarkable scenic beauty. The NCDOT Ferry System makes this area much more accessible for visitors. The island village of Ocracoke has no roadway accessibility and can only be reached by air or water. Scheduled water transportation to the island is provided exclusively by the NC Ferry Service (NCFS). The increased ease of access provided by the NCFS to these otherwise remote coastal North Carolina areas has allowed tourism on the Outer Banks to thrive. ¹

In 2013, shoaling in the Hatteras Inlet forced the North Carolina Department of Transportation Ferry Division (Ferry Division) to use a longer, deeper route between Hatteras and Ocracoke, which increased crossing times from approximately 40 minutes on the original short route to 60 minutes on the current long route. The impacts of using the longer route have been dramatic—decreasing daily crossings in each direction to from 53 to 36, increasing fuel and labor costs, creating long queues at the ferry terminal, and making it extremely difficult for visitors to the Outer Banks to make a day trip to Ocracoke. Local business owners have indicated that many have seen a 20 to 25 percent loss in revenue, which most attribute to fewer “day-trippers.”

The projected loss of between 31,000 and 50,000 visitors to Ocracoke in the peak months could be attributed to the lower levels of service caused by the longer route. ¹

¹ *Report of the Ocracoke-Hatteras Passenger Ferry Feasibility Study*, 2016, NCDOT, Volkert, Atkins, ITRE,

Operating a TRAM for the 'day-trippers' is one of the components of the project; intended to enhance the experience of the tourists and allow access around the Village of Ocracoke. The Tram service involves two vehicles circulating the Village during the hours of the Ferry Operation- 9 am – 8 pm. The service will extend from the middle of May until the middle of September, operating an average of 127 days a year.

Number of Tram days of operation

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|--------------|-------------|-------------|-------------|-------------|-------------|
| May | 0 | 11 | 11 | 11 | 11 |
| Jun | 16* | 30 | 30 | 30 | 30 |
| Jul | 31 | 31 | 31 | 31 | 31 |
| Aug | 31 | 31 | 31 | 31 | 31 |
| Sept | 24 | 24 | 24 | 24 | 24 |
| Total | 102 | 127 | 127 | 127 | 127 |

*based on beginning date of June 4, 2018 through September 24, 2018 (end of summer schedule)

3.0 Tentative Schedule and Process

Schedule

The schedule for selecting a firm to operate and maintain TRAMS supporting the Ocracoke - Hatteras Passenger Ferry as shown below. Dates are tentative and subject to change.

| Date | Anticipated Activity |
|-------------------|---|
| 04/03/18 | RFP distributed and posted to County of Hyde website |
| 04/03/18-04/16/18 | Inquiries received (must be in writing) |
| | Responses to all questions received will be posted on the County of Hyde web site. All firms that have previously registered and downloaded the RFP documents from the County of Hyde web site will be notified of responses via email. |
| 04/19/18-1pm | Proposals due. |
| 05/07/18 | Recommendation of Contract Award to the County of Hyde Board of Commissioners. |
| 06/01/18 | Contract start date. |

Clarification Requests and Responses

A proposer may submit to County of Hyde a request for interpretation of or clarification to this RFP or any addendum thereto. Requests for clarification or modification of this RFP must be submitted in writing. Any such request must be received by the County of Hyde Administrative Assistant, rjohnson@hydecountync.gov, (Courier or Overnight Delivery Only), or 30 Oyster Creek Road, PO Box 188, Swan Quarter, NC 27885 (USPS), in writing, by 5:00 p.m. ET on the

date specified in section 3.1 above, and must be accompanied by all relevant information supporting the request. Requests received after that date will not be considered timely.

The Administrative Assistant will make a response or determination of each request made by a proposer pursuant to this procedure. The written response or determination will be posted to the County of Hyde website, www.hydecountync.gov by the date specified in section 3.1 above and all entities that downloaded the RFP will receive an email notice of such posting.

Addenda and Addenda Acknowledgement

Any changes to this RFP document will be made by written addenda issued by Hyde County. Upon issuance, the addenda will be considered part of the RFP document and will prevail over inconsistent or conflicting provisions contained in the original RFP document. Addenda will be available for download from the County of Hyde web site in the same manner as the RFP document. All firms that have previously registered and downloaded the RFP document from the County of Hyde web site will be notified via e-mail that an addendum is available for download. This process will be repeated each time an addendum is posted to the County of Hyde web site.

A valid e-mail address must be provided upon download of the RFP document in order for County of Hyde to notify Proposers of the availability of addenda. County of Hyde will not be responsible for Proposers failing to receive notification of the availability of addenda if an invalid e-mail address or no e-mail address was provided to Hyde County.

Proposers shall acknowledge receipt. Where such addenda require substantial changes in the services to be provided or the proposed management fee for those services, County of Hyde may, at its discretion, postpone the final date set for proposal receipt by such number of days as County of Hyde believes are necessary to enable prospective proposers to revise proposals.

As with other required documentation, proposals that fail to provide a detailed listing of addenda received may be excluded from further consideration for this solicitation.

Submittal of Proposals

Proposals must be sealed and submitted (Note that USPS does not service this address.). On the outside of the sealed package must be the name of the proposer and the wording "Operate Trams Supporting the Ocracoke – Hatteras Passenger Ferry Proposals must include one (2) unbound originals and two (2) signed originals.

Proposals must be received no later than 1:00 p.m. ET on the date specified in section above. Proposals received after the specified date and time shall be considered late and shall not be considered for award. Late proposals shall be returned to the sender unopened. Proposals will be opened only in the presence of County of Hyde personnel.

Proposals shall provide a straightforward, concise delineation of the proposer's capability to satisfy the requirements of this RFP. Each proposal shall be submitted in the requested format providing all pertinent information specified in this RFP, and signed in ink by a duly authorized officer of the company.

Proposers understand and agree that the submission of a proposal will constitute acknowledgement and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria set forth in this RFP, except as otherwise specifically indicated in the proposal. Any and all parts of a submitted proposal, as it may become revised, will become part of a subsequent contract between the successful proposer and Hyde County.

County of Hyde may request additional information or clarification from any or all Proposers. County of Hyde reserves the right to include as contractual obligations any additional requirements that arise or result from contract negotiations between County of Hyde and the successful Proposer.

Responses to this RFP shall be made in accordance with the specifications, required submittals, and instructions set forth in this RFP. Failure to adhere to these requirements or the submission of false, incomplete, or unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination of the satisfaction of these requirements shall be the sole responsibility of County of Hyde and its judgment shall be final.

Single Proposal Response

If only one proposal is received in response to this RFP, information will be requested from the proposer to enable Hyde County to determine if reasonable.

Proposal Withdrawal

Prior to the date and time set above as the proposal receipt deadline, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written notice including a facsimile. If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known to the Administrative Assistant and shall sign a receipt for the proposal. Written notices must be received by the Administrative Assistant at the address specified above, or at **252-926-3701** if sent by facsimile. After the proposal receipt deadline, proposals may not be withdrawn for one hundred fifty (150) calendar days.

Cost of Proposal

Any costs incurred by proposers responding to this RFP in anticipation of receiving a contract award will not be reimbursed by Hyde County.

Anti-Lobbying Clause

No person (or entity) submitting a proposal in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person (or entity) shall contact through any means or engage in any discussion concerning the award of this contract with any Board of Commission Member of County of Hyde or their personal staff during the period beginning on the date of requesting this RFP and ending on the date of formal selection of the successful firm by Hyde County. Any such contact shall automatically disqualify the proposer. Contact with County of Hyde staff during such time period shall only be through the County of Hyde Administrative Assistant and shall be limited to site visits and investigations, and discussions leading to BAFOs.

Rejection of Proposals

County of Hyde, without liability or expense to County of Hyde, reserves the right to reject any or all proposals received and to re-solicit the procurement if deemed to be in the best interest of County of Hyde. County of Hyde shall not be obligated to indicate its reasons for rejecting all proposals, for re-soliciting, or for canceling the procurement.

County of Hyde makes no representation that any contract will be awarded to a Proposer responding to the RFP. Issuance of the RFP and receipt of proposals does not commit County of Hyde to award a contract.

County of Hyde reserves the right to waive any minor proposal informalities or irregularities that do not materially prejudice other Proposers.

County of Hyde also reserves the right to enter into a contract with any Proposer based solely upon its initial proposal.

Execution of a contract pursuant to this procurement is expressly dependent upon appropriation by the County of Hyde Board of Commission of necessary funding and upon Consultant's signature of the proposed contract with County of Hyde.

Cancellation of Request for Proposals

County of Hyde, without liability or expense to County of Hyde, reserves the right in its sole and exclusive discretion to cancel this RFP in whole or in part.

Discussions with Proposers in the Competitive Range

Proposers must be prepared to be present in, North Carolina for the purpose of participating in any discussions.

Negotiation of Final Contract Documents Barred

The agreement proposed by County of Hyde is attached. There shall be no negotiation of the final contract document, excepting only non- substantive matters as determined in the sole and exclusive discretion of County of Hyde, which shall be final. Rather, each proposer shall include in its proposal (as instructed elsewhere herein) a description of any contract changes that are desired by the proposer and the reason for requesting same. Such requests will only be considered by County of Hyde as part of the evaluation and best and final offer process, if the latter becomes applicable.

Acceptance of Proposal

Each proposal shall be submitted with the understanding that it is subject to negotiation at the option of County of Hyde pursuant to the evaluation procedure set forth in this document. Upon acceptance in writing by County of Hyde of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. The Contract shall bind the proposer to furnish and deliver at the price proposed and in accordance with conditions of the accepted proposal and this RFP, as negotiated.

Proposal Protest Procedures

Protests Received Prior to Receipt of Bids

Protests concerning the procedures of this solicitation must be submitted in writing to the County of Hyde Manager not later than five (5) working days prior to the date set for the receipt of Bids. Upon receipt of a protest, the County of Hyde Manager may, at his/her discretion, extend or postpone the deadline for receipt of Bids. The County of Hyde Manager shall answer the protest in writing not later than three (3) working days prior to the deadline date for receipt of Bids.

Pre-award Protests

A written statement will be issued by County of Hyde to announce the recommended Contractor to all firms that submitted Bids. Following County of Hyde announcement of the recommended Contractor, a Proposer may file a protest alleging improprieties in the selection of the recommended Contractor and a request for reconsideration. A protest of the recommended Contractor must be in writing and must be received by the County of Hyde Manager not later than five (5) working days after County of Hyde has announced the recommended Contractor. County of Hyde shall consider all protests of the recommended Contractor prior to awarding the contract. County of Hyde will address a request for reconsideration if relevant data becomes available that was not previously known, or if an error of law or regulation occurred.

Filing Procedures

Any and all protests filed with the County of Hyde Manager shall:

1. Include the name and address of the protester.
2. Identify the procurement.
3. Contain a statement of the legal and factual grounds for the protest and any supporting documentation. The grounds for the protest must be fully supported.
4. Indicate the ruling or relief desired from County of Hyde.

Protests should be filed with the County of Hyde Manager, County of Hyde Manager will respond in detail to each substantive issue raised in the protest.

With regard to a properly filed protest, County of Hyde determination will be final. Violations of federal law or regulations 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.

Conflicts of Interest

County of Hyde has adopted a Code of Ethics that establishes standards of conduct for agency officials and employees. No director, officer or employee of County of Hyde shall have, during their tenure or for one year thereafter, any interest, direct or indirect, in the selected vendor, its sub-consultants, the contract or the proceeds thereof. It is unlawful for a Proposer, consultant/contractor, sub-consultant/subcontractor, or supplier who, with respect to County of Hyde has a current contract, has performed under a contract within the past year, or anticipates

proposing on a future contract to make gifts or favors to any County of Hyde official or employee. It is also unlawful for any County of Hyde official or employee to accept any such gift or favor.

In addition, any persons acting as members of the Proposal Review and Selection Committee for this procurement shall, for the purposes of this procurement, be bound by County of Hyde Code of Ethics.

Throughout the selection process and subsequent contract negotiations, Proposers shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the selection process or the contract negotiations, with members of the Proposal Review and Selection Committee, the County of Hyde Board of Commissioners, or County of Hyde employees other than the County of Hyde – Purchasing Specialist.

Proprietary Information

Any reservations on the use of data contained in a proposal must be clearly stated in the proposal itself. County of Hyde assumes that, unless otherwise clearly stated or indicated on the proposal, information submitted in response to this RFP may be used by County of Hyde as public information.

County of Hyde will attempt to comply with a Proposer's designation of proprietary or confidential information; however, County of Hyde may not be able to withhold a record (data, document, etc.) or deny access to a record requested by an individual (the public) when an obligation is imposed upon County of Hyde under the public records laws of the State of North Carolina. County of Hyde determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the act. Records the Proposer considers to be trade secrets and privileged or confidential must be identified by the Proposer as indicated above.

4.0 Proposal Content and Evaluation

Proposers must provide a written proposal that includes each of the required submittals set forth in this section. A proposal that does not include each of the required submittals may be rejected by County of Hyde.

Cover Letter

Each proposal shall include and begin with a cover letter identifying the entity submitting the proposal and the name, telephone number and email address of an individual who is authorized to act on behalf of the entity for purposes of this procurement. The cover letter must also acknowledge receipt of any issuance of County of Hyde responses and/or addenda.

Table of Contents

A Table of Contents must be included next, and the remaining required submittals should follow and be presented in the order set forth below.

Capability, Management Approach and Experience

A statement explaining and documenting the proposer's ability and approach to performing the scope of services set forth in this RFP for the LEASE service. This statement should include any strategies or concepts the proposer has for maintaining, storing, operating the service. This statement should also include a list of all entities, public and private, for which the proposer has done business with, including an identification of the services rendered, and the current status of the proposer's involvement in those services. This list shall include the name, address, telephone number, and email address of the contact of each entity. Members of the evaluation committee may contact any person listed for use as a reference.

This section of the proposal is also to include a description of any contract changes desired by the proposer and the reason for requesting same. For each change in the proposed contract, this submittal should recite the current language verbatim and then denote the specific language change desired, followed by a brief summary of why such a change is desired.

Tram Leasing

County of Hyde, through an agreement with NC Department of Transportation, will provide the 4 trams and 2 trailers to be used in this operation. The vendor will:

1. Operate the TRAMS
2. Provide trained operators
3. Provide all maintenance of the trams and trailers based on the Original Equipment Manufacturer (OEM) requirements; the vendor will be responsible for the costs of this maintenance
4. Provide storage for the trams and trailers
5. Keep the batteries on the trams fully charge

EEO/Affirmative Action Plan

A copy of the proposer's Equal Employment Opportunity Program, including an Affirmative Action Plan (in compliance with federal law) that includes persons with disabilities and disabled veterans.

Insurance

A completed Insurance Certificate reflecting amounts and coverage set out in the proposed Contract. The North Carolina Utilities Commission (NCUC) requires liability limits for transporting customers as follows: *The minimum levels of financial responsibility are as prescribed for motor carriers of passengers pursuant to the provisions of 49 U.S.C. § 10927(a) (1), which are \$5,000,000 for vehicles with a seating capacity of 16 passengers or more and \$1,500,000 for vehicles with a seating capacity of 15 passengers or less.*

Debarred Bidders' List Information

A certification addressing the debarment and suspension status of the Contractor or any of its principals. Proposers must use the certification form contained in Exhibit 6.

Lobbying

A certification regarding lobbying. Proposers must use the certification form contained in Exhibit 7.

Evaluation of Proposals

All proposals received will be evaluated by an Evaluation Committee. Notwithstanding the foregoing stated within this section, County of Hyde reserves the right to make, or not to make, an award under this RFP based upon the initial proposals submitted, without establishment of a competitive range and without interviews.

5.0 Scope of Services – Operate and Maintain Trams Supporting the Ocracoke – Hatteras Passenger Ferry

Employment of Personnel

The successful proposal shall be the employer of all employees necessary for the day to day management, maintenance and operation of the TRAMS.

Responsibilities of the Successful Proposer

The successful proposer shall manage and control all activities necessary for the provision of the TRAMS service in compliance with all applicable federal, state and local regulations, excepting only those activities specifically denoted herein as a responsibility of County of Hyde. The responsibilities of the successful proposer include, but are not limited to:

- 1 Operate TRAMS on a schedule meeting the arrival and departure times of the passenger ferry.
- 2 Store TRAMS and trailers in covered area. Keep TRAMS fully charged at all times.
- 3 Provide all operators, mechanics and service personnel as well as all other personnel:
 - a) Training personnel as necessary;
 - b) Ensuring that all personnel maintain a professional, courteous attitude toward passengers, including answering to the best of their ability all passenger questions; refraining from disparaging County of Hyde or the successful proposer to passengers, the public or the media; and performing other tasks as directed.
 - c) Ensuring safety of personnel and patrons, preventing losses and arranging for all appropriate insurance coverages.
 - d) Ensuring compliance with applicable environmental and occupational safety and health laws and regulations.
- 4 Maintaining all vehicles, and equipment according to OEM and industry standards;
- 5 Developing operational and maintenance reporting procedures;
- 6 Developing an annual operating budget;
- 7 Developing reporting procedures necessary for the timely and accurate reporting of all required financial statements including but not necessarily limited to a monthly balance sheet, revenue and expense statement, and cash reimbursement request with all supporting documentation;
- 8 Establishing an asset and inventory control system;
- 9 Providing customer service that meets or exceeds County of Hyde established standards;
- 10 Proposing a cleaning plan for Trams;
- 11 Compliance with Americans with Disabilities Act (ADA) Requirements

The Contractor will operate the service so that it is accessible to and usable by persons with disabilities and complies with all requirements of the ADA, including but not limited to:

Vehicle Accessibility: The vehicle will always be operated as a unit with both the section that is lift-equipped and the section that seats ambulatory passengers. The

vehicle will never be uncoupled and operated without the unit that has the wheelchair lift and securement spaces.

Daily Inspection of All Access Features: As part of the daily pre-trip inspection of the overall vehicle, the driver will cycle the lift, check the condition of the securement systems and passenger restraint systems, check the PA system, and check the working condition of all other features required for accessible operation (e.g., passenger restraint systems, destination signs, entrance and lift area lighting, etc.). If any accessible features are found to not be functioning and in good working order, they will be fixed before the vehicle is put into service, or a spare vehicle with working features will be substituted.

In-Service Lift Failure Procedures: If during the operation of the vehicle the driver discovers that the lift does not function, the driver will immediately contact a dispatcher to report the issue. The lift's manual back-up system shall be used to disembark any riders needing to exit, as appropriate. If passengers are waiting to board using the lift, the dispatcher will immediately arrange alternative accessible transportation if the headway to the next vehicle with a working lift is more than 30 minutes. In such cases, the dispatcher will remind the driver to inform the person when the next vehicle with a working lift will arrive. The vehicle with the non-working lift will then be taken out of service and replaced with a spare that has a working lift at the end of that run when the vehicle returns to the ferry terminal building and tram parking area.

Vehicle Maintenance: The accessible features of all vehicles, including spares, shall be maintained in good working condition. Preventive maintenance shall be performed in accordance with the manufacturers recommended schedule. All repairs shall be made promptly and an adequate supply of spare parts for the lifts, securement systems, PA system, and other access features shall be maintained to allow for prompt repairs.

Lack of Available Spares: In the unlikely event that a wheelchair lift is not working and there are no available spares with working lifts, the Contractor can keep vehicles with non-working lifts in service for no more than five days. Note that the County does not expect this situation to arise and expects the Contractor to keep lifts in working condition and to make any necessary repairs promptly.

Employee Training: All employees involved with the operation of the service shall be trained to proficiency as required by the ADA. The training shall be appropriate to their specific duties and responsibilities. Drivers shall be trained to safely operate the lift and all accessibility equipment, to assist riders with disabilities appropriately and safely, and in all accessibility-related operating policies, procedures and requirements. Dispatchers shall be trained to understand all accessibility-related operating policies and procedures so that they can respond to issues and direct drivers as needed. All employees shall be trained in disability awareness/understanding and in how to treat with disabilities in a courteous and respectful way. All driver training materials and programs must be presented to and approved by the County before they are used.

Driver Assistance: Drivers will assist riders with disabilities by operating the lift, assisting riders who use manual wheelchairs on and off the lift as needed, securing

mobility devices using the securement systems, and assisting with use of seat belts and shoulder harnesses.

Accommodation of Riders Who Use Wheelchairs: Riders who use wheelchairs will be transported unless the size or weight of the device, in combination with the rider, exceeds the capacity of the lift or vehicle, cannot fit within the securement area, or if transport is inconsistent with legitimate safety concerns.

Wheelchair Securement and Passenger Restraint: All wheelchairs, including three-wheeled scooters, must be secured using the securement systems in accordance with manufacturer's instructions for use. Passengers who refuse to allow their wheelchairs to be secured will not be transported. Drivers will not refuse to transport passengers on the grounds that they do not feel the wheelchair is adequately secured. Drivers must request riders who use scooters to transfer to a seat. Drivers cannot require passengers to transfer from scooters to seats, but must radio dispatch and inform them any time that a passenger refuses to transfer. Dispatch must document that the driver provided such notice and did request the rider to transfer. Riders who use wheelchairs must also use the passenger restraint systems (seat belts and shoulder harnesses) to the same extent as required by all other passengers. If all passengers are required to use the seat belts, riders who use wheelchairs must do the same. If all passengers are also required to use shoulder harnesses, riders who use wheelchairs must do the same. If all passengers are not required to use seat belts and/or shoulder harnesses, drivers must still offer them to riders who use wheelchairs, but their use will not be required.

Accommodation of Service Animals: All service animals will be accommodated. If not apparent, drivers may ask riders if the animal is a service animal and what task(s) the animal has been trained to perform. If responses indicate the animal is not a service animal, the County's policy regarding the transport of pets will apply.

Stop Announcements: Drivers will announce all stops along the route using the PA system. Announcements must be audible to all riders. The announcement shall describe the location and any points of interest in the area. The County will provide the Contractor with exact language to be used at each stop.

Refusal of Service: Passengers will be expected to comply with the County's code of conduct and drivers and dispatchers must understand and comply with these rules for service. As detailed in the code of conduct, service will only be refused if riders exhibit behavior that is illegal, violent, seriously disruptive, or a direct threat to the safety of others. Drivers will notify dispatch and seek instruction when encountering such situations. Any incident involving a refusal of service must be documented by drivers and dispatchers and reported to the County.

Oxygen Supplies: Riders with respirators, or personal oxygen supplies will be accommodated, consistent with USDOT rules regarding transport of hazardous materials.

Reasonable Modification of Policies: The Contractor will work with and assist the County in implementing a Reasonable Modification of Policy process to allow persons with disabilities to benefit equally from the service. Requests by riders with disabilities for modifications of policies shall be transmitted to the County for consideration

whenever possible. If review by the County is not feasible and an immediate decision is required, drivers and dispatchers shall make decisions consistent with the County's policy. In general, policies will be modified unless: (1) granting the request would fundamentally alter the nature of the service; (2) granting the request would create a direct threat to the health or safety of others; (3) the person is able to fully utilize the service without the modification. If a specific request is denied, other modifications will be considered and offered that do not create a direct threat and do not fundamentally alter the nature of the service. The Contractor will document and transmit to the County all requests for modification of policy taken and acted on in service.

Note that the ADA-specific requirements in this section are in addition to any other related requirements of the RFP, such as broader maintenance, training, or service operating requirements.

Responsibilities of County of Hyde

County of Hyde will provide the successful proposer with sufficient working funds to pay all payroll and other operating expenses. The County will also oversee the vendor's compliance with this RFP.

Exhibits

- | | |
|-----------|---|
| Exhibit 1 | Employment Position Listing |
| Exhibit 2 | Fee Submittal Form |
| Exhibit 3 | Government wide Debarment and Suspension (nonprocurement) |
| Exhibit 4 | Certification Regarding Lobbying |
| Exhibit 5 | Performance Requirement Examples |
| Exhibit 6 | Customer Service Philosophy and Standards |

Exhibit 2 Fee Submittal Form

Fee:

The undersigned hereby certifies that he/she is duly authorized on behalf of _____ to submit a proposal to County of Hyde for the management, operations and maintenance of the County of Hyde t r a m service as described in the Request for Proposals (RFP) issued by County of Hyde on DATE and that the entity named herein hereby agrees to provide the services requested within this RFP for the Annual Fees stated below.

| | | | |
|--------|--------|-----|---------|
| Year 1 | Annual | Fee | \$_____ |
| Year 2 | Annual | Fee | \$_____ |
| Year 3 | Annual | Fee | \$_____ |
| Year 4 | Annual | Fee | \$_____ |
| Year 5 | Annual | Fee | \$_____ |

NOTE: Annual Fees stated above must result in an even dollar amount when divided by 12.

Signed this _____ day of _____, 2018 _____, Name

the _____ of _____, Title name of entity

Signature: _____

ATTEST by Corporate Secretary: _____

Exhibit 3 Government-wide Debarment and Suspension (Nonprocurement)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective Contractor is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subcontractors:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections above, it will promptly provide that information to FTA,

- f. It will treat each Subcontractor under its Project as a covered Contractor for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and

- g. It will require that each covered Contractor and Subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each Contractor participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

- 3. It will provide a written explanation if it or any of its principals, including any of its Subcontractors is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor

Signature of Authorized Official

Date / /

Name and Title of Contractor's Authorized Official

Exhibit 4 Certification Regarding Lobbying

_____ (Name of Company) hereby certifies, to the best of his or her knowledge and belief, that:

- (1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification hereof.
- (2) If any funds other than Federally 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, a.)).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code (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.

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Company Name: _____
Name of Responsible Official: _____
Title of Responsible Official: _____
Signature of Responsible Official: _____
Date: _____

Exhibit 5

PROPOSED CONTRACT

County of Hyde

and

VENDOR/CONTRACT
OR

CONTRACT FOR

Hyde County

OPERATE TRAMS SUPPORTING the OCRACOKE – HATTERAS PASSENGER
FERRY

EFFECTIVE DATE

This Contract ("Contract") is made and entered into this _____ day of _____, 2018 by and between the _____, d/b/a County of Hyde (hereinafter "County of Hyde"), and _____, a _____ Organized under the laws of the state of (hereinafter "Contractor"). County of Hyde and Contractor may be referred to individually as "Party" and collectively as "Parties" in this Contract. County of Hyde (hereinafter "County") is a municipal corporation organized under the laws of the State of North Carolina.

Sec. 1 Employment of Personnel

The Contractor shall be the employer of all persons necessary for the day to day management and operation of the Services; provided however, that the number of personnel employed by Contractor shall at all times be subject to the approval of Hyde County. The compensation paid to all management and/or non-union personnel shall be within the total compensation range for each such position, as recommended by the Contractor and approved by County of Hyde.

Sec. 2 Title of Property

For the Services, all equipment, vehicles and any and all other materials and supplies reasonably necessary for the operation of the services furnished by County of Hyde and shall remain the property of the County of Hyde. The Contractor shall keep a perpetual inventory of all property and equipment belonging to the County of Hyde and being managed by the Contractor. County of Hyde on an annual basis upon the anniversary date of this Contract. The contractor will maintain all equipment to the OEM standard.

Sec. 3 Invoices and Payments

The Contractor shall be compensated by County of Hyde for the Services performed under this Contract solely on the basis of a management fee as follows:

Year 1 Annual Fee of \$ _____ paid on a monthly basis.

Year 2 Annual Fee of \$ _____ paid on a monthly basis.

Year 3 Annual Fee of \$ _____ paid on a monthly basis.

Year 4 Annual Fee of \$ _____ paid on a monthly basis.

Year 5 Annual Fee of \$ _____ paid on a monthly basis.

On or before the 15th day of each month, the Contractor shall send the County of Hyde Liaison an invoice for the monthly management fee then in effect. Upon receipt, County of Hyde shall have up to 10 days to approve of the invoice and forward to County of Hyde for actual payment. The foregoing notwithstanding, County of Hyde shall have no obligation to approve or cause any invoice to be paid to the Contractor until such time as all required monthly financial and operating reports are submitted to County of Hyde and found to be materially correct.

Sec. 4 Liability and Indemnification

4.1 Contractor shall not receive, handle or disburse any pension funds for County of Hyde employees. Contractor shall not be liable for any claim, liability, loss or expense arising from or out of the pension plan for County of Hyde employees or any past, present, and future pension liability, including without limitation liability for vested but unfunded or underfunded benefits. The County will indemnify, defend and hold harmless Contractor from and against any loss, liability, loss or expense related to the County of Hyde pension fund.

4.2 Contractor agrees to indemnify, defend, and hold harmless County of Hyde from and against any claims, liens, demands, obligations, actions, proceedings or causes of action of every kind ("Claims"), liability, loss or expense in connection with or arising from criminal acts, fraud, intentional acts or negligence in the management, oversight, operation or training responsibilities of the Contractor under the Contract.

4.3 Other than as set forth in 12.2 above, County of Hyde agrees to indemnify, defend and hold harmless Contractor, its parents, subsidiaries, affiliates, officers, directors, shareholders, agents, servants, employees and assigns from and against any Claims, liability, loss or expense arising from the Contractor's operation of the tram system.

Sec. 5 Disputes

Any dispute between the Contractor and County of Hyde relating to the implementation, interpretation, or administration of this Contract shall be resolved in accordance with this Section.

The Parties shall first attempt to resolve the dispute informally in meetings or communications between the Contractor and the County of Hyde Liaison. If the dispute remains unresolved 15 days after it first arises, the Contractor may request the County of Hyde Manager to issue a recommended decision on the matter in dispute. The County of Hyde Manager shall issue the recommended decision in writing and provide a copy to the Contractor.

The recommended decision of the County of Hyde Manager shall become final unless the Parties agree to submit the matter to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If

Mediation is not successful, either Party may seek judicial resolution of the dispute in the Court of Justice, Superior Court Division for Hyde County, North Carolina. By mutual agreement, the Parties may also submit any dispute to binding arbitration.

Sec. 6 Cancellation of Contract

In any of the following cases, County of Hyde shall have the right to cancel this Contract immediately without expense to Hyde County: (1) the Contractor is guilty of misrepresentation; (2) this Contract was obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) this Contract conflicts with any statutory or constitutional provision of the State of North Carolina or the United States. This Section shall not be construed to limit County of Hyde right to terminate this Contract for convenience or default, as provided, respectively.

Sec. 7 Termination for Convenience

The performance of work under this Contract may be terminated by County of Hyde in accordance with this Section in whole, or from time to time, in part, whenever County of Hyde determines, upon recommendation of the County of Hyde Manager, that such termination is in the best interest of Hyde County. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under this Contract is terminated and the date (at least thirty days hence) upon which such termination becomes effective.

Upon receipt of a notice of termination, and except as otherwise directed by the County of Hyde Manager, the Contractor shall: (1) stop work under this Contract on the date and to the extent specified in the notice of termination; (2) 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 this Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to County of Hyde in the manner, at the times, and to the extent directed by the County of Hyde Manager, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of Hyde County, to the extent the County of Hyde Manager may require, which approval or ratification shall be final for all the purposes of this Section; (6) deliver to County of Hyde in the manner, at the times, and to the extent, if any, directed by the County of Hyde Manager, supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and any information and other property which, if this Contract had been completed, would have been required to be furnished to Hyde County; (7) complete any such part of the work as shall not have been terminated by the notice of termination; and (8) take such action as may be necessary, or as the County of Hyde Manager may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor, and in which County of Hyde has or may acquire an interest. Payments by County of Hyde to the Contractor shall be made to the date of termination but

Not thereafter. Except as otherwise provided, settlement of claims by the Contractor under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

Sec. 8 Termination by Mutual Agreement

This Contract may be terminated by mutual agreement of the Parties. Such termination shall be effective in accordance with a written agreement by the Parties. Any other act of termination shall be in accordance with the termination for convenience or default provisions contained within.

Sec. 9 Termination for Default

9.1.1 Subject to the provisions of this Section, County of Hyde may, by 30-day advance written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

If the Contractor fails to provide the Services in the manner required by this Contract or in accordance with the performance standards articulated herein;

If the Contractor's performance of Services results in an excessive number of liability claims received or damages incurred in the sole determination of Hyde County;

If the Contractor fails to perform any of the provisions of this Contract in accordance with its terms; or

If the Contractor fails to make progress in the prosecution of the work under this Contract so as to endanger such performance.

9.1.2 In the event that County of Hyde terminates this Contract in whole or in part, County of Hyde may procure, upon such terms and in such manner as the County of Hyde Manager may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to County of Hyde for the reasonable costs associated with the termination of this Contract and the procurement of replacement services by County of Hyde. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by the Contractor and County of Hyde are subject to resolution pursuant to this RFP.

9.1.3 Prior to terminating this Contract for default, County of Hyde shall provide a written notice to Contractor of default and shall provide Contractor a minimum of thirty (30) days to cure said default prior to termination for default, except in the case where Contractor fails to maintain the proper Insurance coverage as specified herein, in which case County of Hyde may terminate this Contract without such notice.

9.2 Except as otherwise provided, settlement of claims by the Contractor under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

Sec. 10 Force Majeure

The Contractor shall not be liable for any failure to perform if convincing evidence has been submitted to the County of Hyde Manager by Contractor that failure to perform this Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, civil disturbances, fire, war, floods, war or terrorism, strikes or labor disputes.

Sec. 11 Lack of Funds Clause

The entering into of this Contract by County of Hyde is subject to its receipt of local, state and federal funds adequate to carry out the provisions of this Contract in full.

The County of Hyde Manager may cancel or reduce the amount of Service to be rendered if the County of Hyde Manager determines that such action is in County of Hyde best interests, or that there will be a lack of funding available for the Service. In such event, the County of Hyde Manager will notify the Contractor in writing thirty (30) days in advance of the date such cancellation or reduction is to be effective.

Sec. 12 Inspection of Work

All work (which term in this Section includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the County of Hyde Liaison to the extent practicable at all times and places during the term of this Contract. All inspections by the County of Hyde Liaison shall be made in such a manner as to not unduly delay the work. The County of Hyde Liaison shall have the right to enter the premises used by the Contractor for the purpose of inspecting and auditing all data and records that pertain to the Contractor's performance under this Contract. The County of Hyde Liaison shall also have the right to enter the premises used by the Contractor for the purpose of inspecting vehicles that are used to provide services under this Contract.

If any work performed is not in conformity with the requirements of this Contract, the County of Hyde Liaison shall have the right to require the Contractor to perform the work again in conformity with such requirements. In the event the Contractor fails to promptly perform the work again and take necessary steps to ensure that future performance of the work is in conformity with the requirements of this Contract, County of Hyde shall have the right to terminate this Contract for default as provided.

Sec. 13 Antidiscrimination Clause

The Contractor shall not in any way, directly or indirectly, in the performance of this Contract, discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed.

Sec. 14 Project Management

The Contractor will designate a Manager and other operating employees dedicated to perform the services under this Contract and who will manage and supervise the day-to-day operations of the Services in accordance with this Contract.

County of Hyde reserves the right to approve the selection of the employees, and to direct the

removal of one or more of these persons at any time during the term of this Contract. The County of Hyde Liaison must be notified at least 30 days prior (except where short-term notifications of termination or resignation may occur) to any contemplated changes to the County of Hyde Manager, Assistant Manager, and/or the Operating employees, and the County of Hyde Liaison must provide written approval of changes to these positions prior to the action being taken.

County of Hyde reserves the right to require the Contractor to immediately remove an employee from transportation service for any of, but not necessarily limited to, the following items:

Committing unsafe or inappropriate acts while providing transportation services; Revocation or non-renewal of a valid North Carolina driver's license;

Distributing any unauthorized materials while performing Services under this Contract;

Soliciting a gratuity from a passenger;

Failure to notify the Contractor of an arrest or conviction of a criminal offense of a Class A or Class B misdemeanor or felony; or placement on probation or deferred adjudication for the same; or a driving while intoxicated (DWI) charge, before the end of the business day following the day the employee receives notice of such action;

Incurring excessive customer complaints due to discourtesy, rudeness, and use of profanity or any other act deemed unacceptable; or

Failing or refusing to take a drug or alcohol test.

Sec. 15 Insurance (modify as wish as long as keep what is in RFP – include requirements from above as well)

The cost of insurance and whatever liability for personal injury or property damage or loss may be incurred to third parties in connection with or arising out of the Contractor's performance under this Contract, except as otherwise provided in this Contract, shall be part of Operating Expenses and thus be reimbursed or paid by the County.

The Contractor will be responsible for obtaining the insurance denoted below and for maintaining this insurance in full force and effect during the term of this Contract:

Workers' Compensation Insurance covering all of Contractor's employees engaged in work under this Contract as required under the Workers' Compensation Act of the State of North Carolina and/or any applicable law or laws of any other state or states. Employer's Liability Insurance with limits of liability of not less than \$1,000,000 per accident, \$1,000,000 per employee for disease, and \$1,000,000 policy total for disease.

Liability Insurance covering the Facilities premises used in performance of this Contract with limits of liability not less than \$5,000,000 each occurrence combined single limit, with an aggregate limit not less than \$10,000,000. Such liability insurance shall also include coverage for all operations of the Contractor in the performance of this Contract, Personal Injury Liability, Contractual Liability, XCU Hazards (explosion, collapse, and underground), Broad Form Property Damage, and Liability for Independent Contractors. In addition, Fire Damage Liability Limit shall not be limited except by the coverage limit of the policy or the amount of damage to County's buildings, whichever is less. The Contractor shall obtain such liability insurance at higher limits at the direction of the County of Hyde.

Automobile Liability Insurance covering all Revenue and Support Vehicles used in connection with the work performed under this Contract with limits of not less than \$5,000,000 each occurrence combined single limit for bodily injury and property damage.

Automobile Physical Damage Insurance on all vehicles used by Contractor in providing Services under this Contract which covers collision and fire, theft, combined additional coverage with limits of liability not less than the actual cash value of the vehicle at time of loss or the cost to repair or replace with like kind and quality with deduction for depreciation. Deductibles shall not exceed \$10,000 for each loss and County of Hyde shall be named Loss Payee under the policy.

County of Hyde will be named as an additional insured for all liability coverage and for all commercial coverage for all assets utilized by Contractor in the provision of services under this Contract. The named insured on the policy shall be Hyde County.

All such policies as required above shall be endorsed to provide a thirty (30) day written Notice of Cancellation, renewal, or material change to the County of Hyde Liaison.

The limits of liability as required under this Section may be provided by a single policy of insurance or a combination of policies including excess insurance. Self-insurance or the use of deductibles or self-insured retentions may be permitted in lieu of these requirements if so approved in advance in writing by the County of Hyde Manager.

The Contractor shall require any and all subcontractors performing work under this Contract to carry insurance to the types and with limits of liability as the Contractor shall deem appropriate and adequate. The Contractor shall obtain and make available for inspection by the County of Hyde Liaison upon request Certificates of Insurance evidencing insurance coverages carried by such subcontractors.

All insurance required to be provided and maintained by the Contractor and subcontractors shall be with companies and through policies approved by the County of Hyde Liaison. The County of Hyde Liaison has the right to inspect in person, prior to commencement of the work, all of the Contractor's insurance policies in regard to required insurance coverages. All such Insurance Companies shall carry a Best's rating of A+ (or equivalent) and be authorized to do business in the State of North Carolina.

The Contractor shall provide the County of Hyde Liaison with full and complete loss runs for all insurance policies within 30 days of such loss runs being produced.

Proof of the required insurance coverage shall be furnished to the County of Hyde Liaison within thirty (30) calendar days prior to the effective date of this Contract. Renewal or replacement policies shall be furnished fifteen (15) days prior to the expiration date or termination date of any policy furnished in compliance with the requirements of this Contract. Proof of insurance shall consist of duplicate original insurance policies and a certificate issued by the agent summarizing the insurance and indicating the 30-day notice requirement.

If at any time during this Contract term the Contractor fails to provide proof of insurance required above or fails to provide the required loss runs, County of Hyde reserves the right, but not the obligation, to purchase other insurance to protect County of Hyde interests and to find the Contractor in default of this Contract.

Sec. 17 Compliance with Americans with Disabilities Requirements

The Contractor will operate the service so that it is accessible to and usable by persons with disabilities and complies with all requirements of the ADA, including but not limited to:

Vehicle Accessibility: The vehicle will always be operated as a unit with both the section that is lift-equipped and the section that seats ambulatory passengers. The vehicle will never be uncoupled and operated without the unit that has the wheelchair lift and securement spaces.

Daily Inspection of All Access Features: As part of the daily pre-trip inspection of the overall vehicle, the driver will cycle the lift, check the condition of the securement systems and passenger restraint systems, check the PA system, and check the working condition of all other features required for accessible operation (e.g., passenger restraint systems, destination signs, entrance and lift area lighting, etc.). If any accessible features are found to not be functioning and in good working order, they will be fixed before the vehicle is put into service, or a spare vehicle with working features will be substituted.

In-Service Lift Failure Procedures: If during the operation of the vehicle the driver discovers that the lift does not function, the driver will immediately contact a dispatcher to report the issue. The lift's manual back-up system shall be used to disembark any riders needing to exit, as appropriate. If passengers are waiting to board using the lift, the dispatcher will immediately arrange alternative accessible transportation if the headway to the next vehicle with a working lift is more than 30 minutes. In such cases, the dispatcher will remind the driver to inform the person when the next vehicle with a working lift will arrive. The vehicle with the non-working lift will then be taken out of service and replaced with a spare that has a working lift at the end of that run when the vehicle returns to the ferry terminal building and tram parking area.

Vehicle Maintenance: The accessible features of all vehicles, including spares, shall be maintained in good working condition. Preventive maintenance shall be performed in accordance with the manufacturers recommended schedule. All repairs shall be made promptly and an adequate supply of spare parts for the lifts, securement systems, PA system, and other access features shall be maintained to allow for prompt repairs.

Lack of Available Spares: In the unlikely event that a wheelchair lift is not working and there are no available spares with working lifts, the Contractor can keep vehicles with non-working lifts in service for no more than five days. Note that the County does not expect this situation to arise and expects the Contractor to keep lifts in working condition and to make any necessary repairs promptly.

Employee Training: All employees involved with the operation of the service shall be trained to proficiency as required by the ADA. The training shall be appropriate to their specific duties and responsibilities. Drivers shall be trained to safely operate the lift and all accessibility equipment, to assist riders with disabilities appropriately and safely, and in all accessibility-related operating policies, procedures and requirements. Dispatchers shall be trained to understand all accessibility-related operating policies and procedures so that they can respond to issues and direct drivers as needed. All employees shall be trained in disability awareness/understanding and in how to treat with disabilities in a courteous and respectful way. All driver training materials and programs must be presented to and approved by the County before they are used.

Driver Assistance: Drivers will assist riders with disabilities by operating the lift, assisting riders who use manual wheelchairs on and off the lift as needed, securing mobility devices using the securement systems, and assisting with use of seat belts and shoulder harnesses.

Accommodation of Riders Who Use Wheelchairs: Riders who use wheelchairs will be transported unless the size or weight of the device, in combination with the rider, exceeds the capacity of the lift or vehicle, cannot fit within the securement area, or if transport is inconsistent with legitimate safety concerns.

Wheelchair Securement and Passenger Restraint: All wheelchairs, including three-wheeled scooters, must be secured using the securement systems in accordance with manufacturer's instructions for use. Passengers who refuse to allow their wheelchairs to be secured will not be transported. Drivers will not refuse to transport passengers on the grounds that they do not feel the wheelchair is adequately secured. Drivers must request riders who use scooters to transfer to a seat. Drivers cannot require passengers to transfer from scooters to seats, but must radio dispatch and inform them any time that a passenger refuses to transfer. Dispatch must document that the driver provided such notice and did request the rider to transfer. Riders who use wheelchairs must also use the passenger restraint systems (seat belts and shoulder harnesses) to the same extent as required by all other passengers. If all passengers are required to use the seat belts, riders who use wheelchairs must do the same. If all passengers are also required to use shoulder harnesses, riders who use wheelchairs must do the same. If all passengers are not required to use seat belts and/or shoulder harnesses, drivers must still offer them to riders who use wheelchairs, but their use will not be required.

Accommodation of Service Animals: All service animals will be accommodated. If not apparent, drivers may ask riders if the animal is a service animal and what task(s) the animal has been trained to perform. If responses indicate the animal is not a service animal, the County's policy regarding the transport of pets will apply.

Stop Announcements: Drivers will announce all stops along the route using the PA system. Announcements must be audible to all riders. The announcement shall describe the location and any points of interest in the area. The County will provide the Contractor with exact language to be used at each stop.

Refusal of Service: Passengers will be expected to comply with the County's code of conduct and drivers and dispatchers must understand and comply with these rules for service. As detailed in the code of conduct, service will only be refused if riders exhibit behavior that is illegal, violent, seriously disruptive, or a direct threat to the safety of others. Drivers will notify dispatch and seek instruction when encountering such situations. Any incident involving a refusal of service must be documented by drivers and dispatchers and reported to the County.

Oxygen Supplies: Riders with respirators, or personal oxygen supplies will be accommodated, consistent with USDOT rules regarding transport of hazardous materials.

Reasonable Modification of Policies: The Contractor will work with and assist the County in implementing a Reasonable Modification of Policy process to allow persons with disabilities to benefit equally from the service. Requests by riders with disabilities for modifications of policies shall be transmitted to the County for consideration whenever possible. If review by the County is not feasible and an immediate decision is required, drivers and dispatchers shall make decisions consistent with the County's policy. In

general, policies will be modified unless: (1) granting the request would fundamentally alter the nature of the service; (2) granting the request would create a direct threat to the health or safety of others; (3) the person is able to fully utilize the service without the modification. If a specific request is denied, other modifications will be considered and offered that do not create a direct threat and do not fundamentally alter the nature of the service. The Contractor will document and transmit to the County all requests for modification of policy taken and acted on in service.

Note that the ADA-specific requirements in this section are in addition to any other related requirements of the RFP, such as broader maintenance, training, or service operating requirements.

Sec. 16 Performance Requirement

The Contractor shall at all times during the term of this Contract perform all work diligently, carefully, and in a professional manner; and shall furnish all labor, supervision, and management necessary therefore. The Contractor shall conduct all work in the Contractor's own name and as an independent Contractor and not in the name of, or as an agent for, Hyde County.

The following requirements apply to the Contractor and its employees:

The Contractor agrees to comply with, and assures that compliance of its employees with the information restrictions and other applicable requirements of the federal Privacy Act of 1974, 5 U.S.C. Section 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized officers.

NAME _____

By: _____
Manager

By: _____ (SEAL)
Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Reviewed and approved as to legal form.