

**PARCS RFP**  
**MODEL AGREEMENT**

**THIS AGREEMENT** made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **PIEDMONT TRIAD AIRPORT AUTHORITY**, a body politic and corporate of the State of North Carolina (the "Owner") and \_\_\_\_\_, a \_\_\_\_\_ of the State of \_\_\_\_\_ ("Contractor");

W I T N E S S E T H:

WHEREAS, the Owner owns and operates the Piedmont Triad International Airport (the "Airport") in Guilford County, N.C. and is seeking to acquire and to have installed at its parking facilities at the Airport a Parking Access and Revenue Control System with a Fiber-Optic and CAT6 Structured Cabling Network (the proposed system and cabling network being referred to jointly in this Agreement as the "PARCS") in replacement for the system that is now in place; and

WHEREAS, on October 12, 2018, the Owner issued a Request for Proposals ("RFP") setting forth specifications for the design, installation, functions, and capabilities of the PARCS; and

WHEREAS, in response to the RFP, Contractor submitted a proposal dated \_\_\_\_\_, 2018 (the "Proposal"), to furnish and install the PARCS and to perform the other services called for in the RFP, and the Owner has determined that the Contractor's proposal was the best overall proposal that the Owner received in response to the RFP and has selected Contractor as the provider for the new system; and

WHEREAS, the parties desire through this Agreement to set forth the terms and conditions under which the PARCS will be provided, installed and supported by Contractor;

NOW, THEREFORE, the Owner and Contractor hereby agree as follows:

**1. Furnishing and Installation of the PARCS.**

Subject to the terms and conditions hereof, Contractor shall provide all material, labor, equipment, services and training necessary to furnish and install the PARCS and to fully integrate the PARCS with the Owner's parking facilities and its

management and accounting systems. Except as provided on Exhibit A attached hereto, the PARCS shall meet all of the specifications and functional requirements set forth in the RFP for the Base System and the following Alternates that have been selected by the Owner: \_\_\_\_\_

\_\_\_\_\_. The PARCS shall also conform to the product data submitted in the Proposal, and the major components shall be manufactured by the manufacturers identified therein. Delivery, installation, training of the Owner's employees and testing of the PARCS shall be performed in accordance with the RFP specifications, and the Contractor shall fulfill all of the other obligations of the Contractor that are set forth in the RFP, except as modified on Exhibit A.

**2. Project Schedule.**

The Contractor shall complete the project described in Section 1 hereof, and make the PARCS and all of its required capabilities ready for service, no later than \_\_\_\_\_. Project milestones shall be achieved within the times set forth on the Project Schedule attached hereto as Exhibit B. The transition from the old to the new system shall be accomplished in accordance with the Data Conversion Plan attached hereto as Exhibit C.

**3. Payment.**

The Owner will pay Contractor the total sum of \$\_\_\_\_\_ in full payment for the performance by the Contractor of all of its obligations hereunder. Progress payments shall be deemed to have been earned in accordance with the schedule attached hereto as Exhibit D. When the work required for each installment of the purchase price has been completed as set forth on Exhibit D to the satisfaction of the Owner, including the completion of all of the work and the delivery of all deliverables required for such installment, the Contractor shall submit an invoice to the Owner for the installment that has been earned by the Contractor, and the Owner shall pay such invoice within 30 days after the Owner's receipt of such invoice. The Owner shall pay the unpaid balance of the total contract price, within 30 days after the Final Acceptance Date, as established under Section 4, and the successful changeover to the new PARCS.

As a precondition for any progress payments, and for final payment by Owner, the Contractor shall submit to the Owner a certified report, on a form provided by the Owner, of all North Carolina Sales and Use Taxes (i) that have been paid by the Contractor on any building materials, supplies, fixtures or equipment that have become a part of or are annexed to any buildings or structures of the Owner at the

time such payment is sought by the Contractor and (ii) that have not been included on any previous Sales and Use Tax Report of the Contractor.

**4. Acceptance.**

Contractor shall notify the Owner in writing when it determines that it has completed the installation of the PARCS and the required training of the Owner's staff. A 30-day operations test shall then be performed in accordance with the final test procedures specified in the RFP. Final Acceptance of the PARCS will occur upon the satisfactory completion of the installation, tests, demonstrations and training specified in the RFP, the successful completion of the 30-day operational test, and the submission by the Contractor of the close out submittals required by the RFP Specifications. Final Acceptance under this Section 4 shall not bar the Owner from any remedy to which it would otherwise be entitled to by reason of any defect in the PARCS or other default by the Contractor.

**5. Term.**

The Term hereof shall begin as of the date of this Agreement as set forth above and shall continue until the full performance by the parties of their respective obligations hereunder.

**6. Contractor's Project Manager.**

Throughout the Term hereof, Contractor have a named Project Manager who shall act as Contractor's point of contact for all aspects of contract administration, including Contractor's performance of its duties hereunder, invoicing, and status reporting. The Project Manager shall promptly respond to inquiries from the Owner's Representative and shall ensure that adequate quality assurance is provided throughout the Term of this Agreement. The Contractor may change its Project Manager on five business days' notice to the Owner.

**7. Owner Representative.**

The Owner shall have at all times during the Term hereof a named representative who shall act as the Owner's point of contact for all aspects of the Project including contract monitoring and coordination of communication with the Owner's staff. The Owner may change its representative on five business days' notice to Contractor.

**8. Warranties.**

- a. Two Year Warranty Against Defects. Contractor warrants that the PARCS shall be free from defects in design, materials and workmanship for a period of two years from the date of Final Acceptance, as determined under Section 4 hereof. The Contractor shall comply with all of its warranty obligations during the warranty response period as provided in the RFP Specifications;
- b. Other Warranties and Representations. Contractor further warrants and represents that: (1) all products, software, and services to be provided hereunder shall conform to the requirements of the Contract Documents in all material respects, all products and equipment provided hereunder shall be new, and all work performed hereunder shall be performed by persons with the necessary skills, experience and knowledge; (2) Contractor shall convey to the Owner good title to all deliverables to be supplied hereunder (other than software, which shall be licensed as provided herein), as well as a license to use the Contractor software, free from any security interest or other lien or encumbrance; and (3) none of the products, software or services provided by Contractor under this Agreement will infringe upon or misappropriate any patent, copyright, trademark or trade secret rights of any third party.
- c. Extended Warranty on Parts. Contractor shall provide an extended parts warranty for the system components identified on Exhibit E for the warranty periods, and at the annual pricing, that are specified for each such component on Exhibit E.
- d. Product Warranties. In addition to the Contractor's warranties, Contractor shall also provide to Owner all product warranties provided by the manufacturers and suppliers of components of the PARCS.
- e. Warranties Not Exclusive. The warranties set forth above are in addition to and not in lieu of any other warranties otherwise provided by law.

**9. Preventive Maintenance and Service Contracts.**

After the initial two-year warranty period under Section 8, Contractor shall provide for the preventive maintenance and servicing of the system components identified on Exhibit F through the service contracts, and at the annual pricing, that are specified for each such component on Exhibit F.

**10. Termination by the Owner for Convenience.**

At any time after the execution of this Agreement, the Owner shall have the absolute right to terminate this Agreement for any reason whatsoever, by giving not less than 10 days' written notice to Contractor. In the event the Owner terminates this Agreement under this Section 10 after Contractor has commenced its services

hereunder, the Owner shall pay to Contractor (1) the amount owed and then unpaid by the Owner under Section 3 for all services that have been satisfactorily completed by Contractor as of the effective date of such termination, and (ii) all unavoidable expenses that have been incurred or committed by the Contractor for services that have not been completed less the salvage value of any materials or equipment that has been purchased but not yet installed by the Contractor. The Owner shall be given full access to all relevant books, cost records, correspondence and papers of the Contractor to enable the Owner to determine any amounts to be paid to Contractor under this Section. Termination of this Agreement under this Section 10 shall not relieve Contractor of its responsibilities for items delivered or work performed hereunder prior to such termination.

**11. Termination by the Owner for Cause.**

By giving written notice to the Contractor, the Owner may terminate this Agreement:

- a. If the Contractor violates or fails to perform, in any material respect, any covenant, term or condition contained in this Agreement to be kept or performed by the Contractor and (i) such default is not reasonably susceptible to cure, or (ii) the Contractor fails to cure such default within 30 days of receipt of written notice of default from the Owner;
- b. If, at any time either before or during the Term hereof, the Contractor has made or has allowed anyone else to make, any false certification or any material misrepresentation to the Owner, in or in connection with Contractor's Proposal or in connection with this Agreement; or
- c. Upon any other grounds for which the Owner is given a right of termination under any of the other provisions of this Agreement.

No termination of this Agreement shall relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor. Termination by the Owner under this Section 11 shall be without prejudice to any other remedies to which the Owner may be entitled due to the Contractor's default, and the Owner may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

**12. Contractor Will Not Sell or Disclose Data.**

Contractor will treat as confidential all data that it acquires in connection with this Agreement. Owner data processed by Contractor shall remain the exclusive property of the Owner. Contractor will not reproduce, copy, duplicate, disclose, or in any way

treat the data supplied by the Owner in any manner except that contemplated by this Agreement.

**13. Compliance with Laws and Codes.**

Contractor shall perform its duties hereunder in compliance with all applicable local, State and Federal laws and regulations including, but not limited to, the Rules and Regulations of the Owner.

**14. Relationship Between the Parties.**

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed (i) to give any party the power to direct or control the day-to-day activities of the other, (ii) to constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) to make either party an agent of the other for any purpose whatsoever.

**15. Indemnification.**

Contractor shall indemnify, defend and hold harmless the Owner and the Owner's directors, officers, employees and agents from and against any and all losses, damages, fines, and expenses (including reasonable attorneys' fees), and any obligations and other liabilities (including settlement amounts), that arise directly or indirectly, in whole or in part, from:

- a. Any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, by any equipment, products, software or services supplied directly or indirectly by Contractor in connection with this Agreement, or any allegation of any such infringement;
- b. Any negligence or willful misconduct by Contractor or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), or any acts or omissions of Contractor or of its agents, employees, or subcontractors with respect to any of the services provided by Contractor under this Agreement (or any allegations of any of the foregoing), including but not limited to any such negligence or willful misconduct, or any such act or omission, that results in bodily injury or death to any person(s) or damage or destruction to any property; or
- c. The Contractor's failure to pay any amounts owed by the Contractor to any persons or entities supplying labor or material to Contractor in connection with the performance of Contractor's obligations under this Agreement.

The Owner will provide to Contractor prompt written notice of such claim after such claim has been asserted against the Owner, and the Contractor shall have the right to compromise and defend any such claim to the extent of its own interest.

**16. Assignment and Subcontracting.**

Contractor shall be the prime Contractor hereunder and shall be solely responsible for contractual performance. Contractor may not assign any of its rights or interests under this Agreement, nor delegate the performance of any of its duties hereunder, without the prior written consent of the Owner, except that Contractor may subcontract to the parties named on the attached Exhibit G the work specified for such party on Exhibit G. Contractor shall remain responsible to the Owner for the performance of any of Contractor 's contractual duties that are assigned to such subcontractors.

**17. Key Personnel.**

The services to be provided by Contractor hereunder shall be performed by the key persons identified on the attached Exhibit H, each performing the tasks assigned to him or her therein, and Contractor shall not make any changes in such personnel or their assigned roles without the consent of the Owner, which shall not be withheld unreasonably.

**18. Insurance.**

- a. Required Insurance. Contractor shall maintain the following insurance throughout the Term of this Agreement and the term of any Preventive Maintenance and Servicing Agreements between the Contractor and the Owner:
  - (1) Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles with limits of not less than \$5,000,000 combined single limit - bodily injury and property damage;
  - (2) Commercial General Liability. Commercial General Liability insurance with a combined single limit of \$5,000,000. This insurance shall include coverage for products/completed operations, personal injury and property damage liability and contractual liability assumed by Contractor under the indemnity provisions of this Agreement; and
  - (3) Worker's Compensation Liability. Worker's Compensation Insurance meeting the statutory requirements of the State of North Carolina.

Contractor shall not commence any work in connection with this Agreement until it has obtained all of the insurance required by this Section 18 and proof of such

insurance has been submitted to and approved by the Owner. As often as reasonably required by the Owner, the Contractor shall provide the Owner such proof as may be acceptable to the Owner that the required insurance is still in effect.

b. Other Insurance Requirements.

- (1) All insurance companies providing the insurance required hereunder shall be rated not less than A by A.M. Best and shall be authorized to do business in the State of North Carolina.
- (2) The Owner shall be named as an additional insured under all such insurance, other than Worker's Compensation insurance. The Contractor's insurance shall be primary to any insurance carried by the Owner with respect to all loss or damages arising from the operations of Contractor or any subcontractor under this Agreement.
- (3) The Contractor's policies shall provide that the Owner be given not less than 30 days written notice of any intent to amend or terminate by either the insured or the insuring company.
- (4) At least 30 days prior to the expiration of any policy required hereunder, the Contractor shall provide proof to the Owner demonstrating that the required coverage will be renewed or replaced and will continue in force.
- (5) Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished.

Each subcontractor providing services under this Agreement shall be required to meet all insurance requirements set forth herein.

**19. Notices.**

Except as otherwise provided in this Agreement, any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by certified mail, return receipt requested, or by express mail delivery, addressed in either case to the intended recipient as set forth below:

**For The Owner:**

**Piedmont Triad Airport Authority**  
Attn: Executive Director  
1000-A Ted Johnson Parkway  
Greensboro, NC 27409



**For Contractor:**

**Contractor**

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Notice shall be effective upon the date of receipt by the intended recipient. Each party may change its address for notification purposes by giving the other party written notice of the new address.

**20. Required Provisions.**

The provisions in the attached Exhibits I and J are incorporated in this Agreement as if fully set forth herein, and the Contractor hereby makes each and every representation and certification set forth in such Exhibits and agrees to abide by each and every obligation set out therein.

**21. Licenses.**

Contractor shall obtain and furnish to the Owner, without additional cost, all licenses needed for the Owner's use and operation of the PARCS. Contractor hereby grants to the Owner a perpetual, non-exclusive, non-transferable, and fully paid-up license to use, solely for the internal business purposes of the Owner, intellectual property that is owned by the Contractor itself and that is used or incorporated in the PARCS.

**22. Contract Documents.**

The Contract Documents consist of this Agreement, the Instructions to Proposers, the RFP, all Addenda issued prior to and all modifications to the foregoing issued after the execution of this Contract and the Contractor's Proposal. These documents form the Contract as if attached to this Contract and repeated herein. In resolving any conflict between any of the Contract Documents, this Agreement and its Exhibits will be given priority over the other Contract Documents, followed by the RFP, as revised by any Addenda or contract modifications.

**23. Miscellaneous.**

- a. Entire Agreement. This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement, and the other

Contract Documents, supersede all prior agreements, negotiations, and representations of the parties, written or oral.

- b. Amendment. No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.
- c. Governing Law and Forum. The laws of the State of North Carolina shall govern all the rights and obligations of the parties under this Agreement and shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought only in the General Court of Justice of Guilford County, North Carolina or in the Federal District Court for the Middle District of North Carolina. By execution of this Agreement, Contractor submits to the jurisdiction of said courts and hereby irrevocably waives any and all objections which it may have with respect to venue in such courts.
- d. Owner Not Liable for Delays. The Owner shall not be liable to Contractor, its agents or representatives or to any subcontractor for or on account of any stoppages or delay in the Contractor's performance that may be caused by the Owner or its agents.
- e. Severability. The invalidity of one or more of the provisions of this Agreement shall not affect the validity of the remaining provisions of this Agreement so long as the material purposes of this Agreement can still be effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- f. Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach by the other of any covenant of this Agreement shall not constitute or operate as a waiver of any other breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights.
- g. Survival of Provisions. Those obligations under this Agreement that are by their express terms to be performed after the expiration or termination of the Term hereof or that by their nature would reasonably be expected to continue after such expiration or termination, shall survive such expiration or termination and remain binding upon the party that is required to keep and perform the same until the obligations of such party have been performed in full.

- h. Drafter Protection. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning of the provisions hereof.
- i. Taxes. Contractor shall pay all applicable federal, state and local taxes that may be chargeable against the performance of its services hereunder.
- j. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Owner and Contractor and no third party shall have any right or standing to enforce the provisions hereof.

**IN WITNESS WHEREOF**, the Owner and Contractor have executed this Agreement as of the day and year first above stated.

**PIEDMONT TRIAD AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Finance Officer, Piedmont Triad Airport Authority

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

**EXCEPTIONS TO RFP SPECIFICATIONS**

**EXHIBIT B**  
**PROJECT SCHEDULE**

**EXHIBIT C**

**DATA CONVERSION PLAN**

**EXHIBIT D**

**SCHEDULE OF PROGRESS PAYMENTS**



**EXHIBIT E**

**EXTENDED WARRANTIES**

**EXHIBIT F**

**PREVENTIVE MAINTENANCE AND  
SERVICING CONTRACTS**

**EXHIBIT G**

**APPROVED SUBCONTRACTORS**

**EXHIBIT H**

**KEY PERSONNEL**

## EXHIBIT I

### FEDERAL CONTRACT PROVISIONS

#### 1. Civil Rights – General.

The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor from the bid solicitation period through the completion of the Contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### 2. Compliance with Non-Discrimination Requirements.

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. Compliance with Regulations. The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- B. Non-Discrimination. The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and Regulations relative to non-discrimination on the grounds of race, color, or national origin.

- D. Information and Reports. The Contractor will provide all information and reports required by the Acts and Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Non-Compliance. In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
1. Withholding payments to the Contractor under the contract until the Contractor complies, and/or
  2. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor shall take action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided that if the Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, the Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. **Title VI List of Pertinent Non-Discrimination Statutes and Authorities.**

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation--effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination with respect to minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**4. Fair Labor Standards Act (Federal Minimum Wage).**

This contract and all subcontracts entered in connection with this contract incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance with such Act and regulations. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**5. Occupational Safety and Health Act of 1970.**

This contract and all subcontracts entered in connection with this contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.



## EXHIBIT J

### STATE CONTRACT PROVISIONS

**1. Contractors Must Use E-Verify.**

Pursuant to N.C.G.S. 143-133.3, the Owner may not enter into this Contract unless the Contractor and the Contractor's subcontractors comply with Article 2 of Chapter 64 of the General Statutes, which requires employers and their subcontractors with 25 or more employees, as defined in Article 2 of Chapter 64 of the N.C. General Statutes, to comply with E-Verify requirements set out therein. E-Verify is a program operated by the United States Department of Homeland Security and other federal agencies to verify the work authorization of newly hired employees. The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes; and, by entering into this Contract, the Contractor certifies that it is presently in compliance with said requirements. The Contractor further agrees that it shall require any and all subcontractors employed to perform any part of the Contract to comply with Article 2 of Chapter 64 of the General Statutes. The Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the Owner.

**2. Additional Contractor Certifications.**

The Contractor hereby certifies that it is not on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58 nor on the list of companies that that is developed by the North Carolina State Treasurer under N.C.G.S. 147-86.81(a)(1).