Request for Proposals

R.E.D. Priority Bus Lanes Study
Fiscal Years 2019 and 2020

Capital Area Metropolitan Planning Organization
Raleigh, North Carolina
August 1, 2018
REQUEST FOR PROPOSALS (RFP)
R.E.D. Priority Bus Lanes Study

INTRODUCTION

The Capital Area Metropolitan Planning Organization (CAMPO) is seeking guidance on developing a methodology for determining suitability of transit priority bus lanes or other corridor treatments in the CAMPO area, and a priority list of recommended application of these treatments. CAMPO is inviting qualified consulting firms or individuals, who are experienced in transit bus lanes assessment and analysis, to submit proposals.

The purpose of the study is to assist the MPO in determining through quantitative analysis which transit corridors could benefit from the application of “R.E.D.” (RED) bus lanes or other bus priority treatments. For the purposes of this study, RED bus priority lanes are defined as roadway lanes treated with red product to identify priority bus lanes that allow right hand turns, emergency response vehicles and driveway access. Other analyzed bus priority treatments and corridor improvements could include transit signal priority (TSP), queue jumps, on-street parking, ITS coordination, and other attainable transit priority measure strategies identified in existing plans.

The study should focus on providing a comprehensive review of best practices for transit priority lanes in peer areas; evaluating the applicability of transit priority lanes in the CAMPO area; and developing and deploying a methodology for evaluating and prioritizing transit priority lane treatments in the CAMPO area.

This document presents a desired set of work tasks to prepare a work product that will ultimately allow the region to develop an implementation strategy for prioritizing and selecting corridors in the urbanized area that would benefit from RED priority bus lanes and other treatments. The study will evaluate RED priority bus lanes and other transit priority measure strategies in the CAMPO area.

This study is anticipated to be completed within an approximate timeframe of twenty (20) months during fiscal years 2019 and 2020 with a Notice to Proceed issued by mid October 2018.

LEAD AND SPONSORING AGENCIES

The City of Raleigh, North Carolina, serves as host of the Lead Planning Agency for the Capital Area MPO. The MPO is required to complete the transportation planning process in a continuing, cooperative and comprehensive manner for the region. The current Capital Area MPO planning area boundary encompasses 1,579.51 square miles and an estimated 2014 population of 1,169,665.

The Capital Area MPO is tasked with providing a regional, comprehensive and cooperative planning process that serves as the basis for the expenditure of all federal transportation funds in the area. Under Section 134 of the Federal Highway Act of 1973, MPOs are required to prepare long-range transportation plans for the planning area with a minimum of a 20-year planning horizon and other regionally significant studies and plans. The Capital Area MPO will fund this project and representatives from the Capital Area MPO partner agencies and NCDOT, as well as various transit partners will form the Core Technical Team.
# PROPOSAL AND PROJECT TIMELINE

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<tr>
<td>Advertise for Proposals</td>
<td>Wednesday, August 1, 2018</td>
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<td>Deadline for Questions</td>
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*Questions must be submitted in writing (no phone calls) no later than 12:00 p.m. on August 20, 2018, to Crystal.Odum@campo-nc.us or faxed to (919) 807-8517. Questions and responses will be posted on www.campo-nc.us.*

| Proosals Due                              | Monday, August 27, 2018             |
| Deliver by 11:00 a.m. EDT to:              |                                     |
| Crystal Odum c/o CAMPO                    |                                     |
| 421 Fayetteville Street, Suite 203         |                                     |
| Raleigh, NC 27601                         |                                     |

| Proposal Opening                          | Monday, August 27, 2018             |
| CAMPO Conference Room B, 2:00 p.m.        |                                     |

| Candidate Interviews if necessary         | September 12-21, 2018               |
| Preferred Candidate Selection             | September 21, 2018                  |
| Contract Negotiation and Approval         | September 24- October 12, 2018      |
| Anticipated Notice to Proceed             | October 15, 2018                    |

| Project Completion                        | June 30, 2020                       |
PROJECT BACKGROUND

Connect 2045, the Metropolitan Transportation Plan for the Capital Area and the Durham-Chapel Hill-Carborro Metropolitan Planning Organizations, the 2016 Wake County Transit Plan, the Wake County Transit Plan Major Investment Study for Bus Rapid Transit and its bus service implementation plan, and other ongoing regional and local plans and studies including the NC State Strategic Transportation Plan, lay out the transportation vision, strategies and investments to connect the region in a seamless, equitable multi-modal transportation network and represent a significant focus on transit in North Carolina to address a growing population and changing demographics.

Connect 2045 focuses on, but is not limited to, transit station area development, major roadway access management and “safe and healthy streets” and the needs of a full range of users, including drivers, transit riders, cyclists and pedestrians.

The Wake County Transit Plan represents an important investment strategy designed to change transportation in Wake County by expanding access and opportunities and helping connect more people to jobs, churches, schools and entertainment. The plan’s big moves are to connect the region, connect all of Wake County’s communities, create frequent, reliable urban mobility and enhance access to transit. This will be accomplished by implementing a vision through 2027 that expands bus service and implements bus rapid transit and commuter rail transit.

In November 2016, voters in Wake County approved a half cent sales tax dedicated to transit investment to support the plan for the transit network across Wake County. This important milestone means these transit plans can be funded with a dedicated funding stream over the next ten (10) years.

Jurisdictional partners, local governments and other state agencies are working in partnership with the public, businesses and other interest groups to “plan, fund, design, construct and manage complete street networks” that includes implementing strategies that prioritize transit in our rapidly growing region.

STUDY PURPOSE & NEED

The Triangle area is one of the fastest growing regions in the nation with Wake County being home to over 1 million people and 60 persons a day moving here. The population growth is leading to increased levels of congestion and traffic in our corridors and studies and plans indicate the demographics are further changing.

To prepare for these and other challenges, the region is planning and implementing various strategies to improve conditions along major corridors including, but not limited to, bus rapid transit, transit priority signaling and commuter rail.

One strategy being considered is RED priority bus lanes in appropriate corridors. Many jurisdictions outside of our region facing similar challenges have successfully implemented RED priority bus lanes and other transit priority strategies to facilitate successful transportation multi-modal use corridors. These lanes enable bus routes to be served effectively and efficiently while still allowing cars to travel along major corridors.
The purpose of this study is to provide a complete overview and best practices of peers implementing scalable RED priority bus lane treatments and other bus priority strategies to determine the viability of priority these treatments in the various CAMPO corridors planned to accommodate transit routes.

The study will identify a quantifiable bus lane selection process, methodology and measurement to determine priority bus lane implementation and tool for selecting future corridors for RED priority bus lane treatments in ranked corridors.

The purpose of this study is also to leverage and support ongoing studies and plans and to coordinate the implementation of the prioritized RED priority bus lanes and other transit priority strategies in the region’s corridors. This study should ensure RED priority bus lanes and other bus priority strategies are examined and implemented as viable options to improving multimodal corridors, leveraging other improvements where applicable.

**STUDY OBJECTIVE**

This study’s objective is to assist the agencies in the region in developing, prioritizing and implementing scalable RED priority bus lanes and other transit priority strategies in significant transit corridors within the CAMPO area. Conduct a study that determines and addresses the critical issues for establishing RED priority bus lanes along various planned bus rapid transit corridors and other significant corridors while focusing on improving multimodal safety, intersections/interchanges, operational function, capacity and transit performance.

There will be five major goals of the study:

1. Provide a peer overview on best practices for implementing RED bus priority lanes and other priority applications. The review should include, but not be limited to, what conditions warrant implementation of RED bus priority lanes and other bus priority applications. The overview should include information on the costs of implementation, and impacts to safety, traffic, transit operations, maintenance and businesses, financing availability, cost efficiencies, key infrastructure, technologies and marketing. Where available, include data showing conditions before and after RED lane or other bus priority applications. As able, use existing data sets;

2. Determine how this study can be coordinated with recommendations from the Wake County Transit Plan Bus Plan, the 2045 Metropolitan Transportation Plan, local transportation plans and other applicable plans, studies and projects;

3. Develop a methodology for identifying and screening potential and future RED lane corridors including development and on-going operating and maintenance costs, time and cost savings for transit operations. Determine the type of priority treatments that should be used in various scenarios. As able, use existing data sets;

4. Using the methodology developed in the previous task, develop a tool for determining, evaluating and prioritizing RED bus lanes in the CAMPO region; and
5. Recommend a priority listing of the identified corridors to implement RED priority bus lanes and/or other transit priority treatments in the CAMPO region.

The study should also focus on maintaining and improving multi-modal corridor usage for future growth and consider adopted land use plans and existing and proposed bicycle and pedestrian network along corridors.

**STUDY LOCATION**

The study area will consist of the Capital Area Metropolitan Planning area as defined by the Metropolitan Area Boundary, also known as the planning area boundary, which consists of all of Wake County and parts of Franklin, Granville, Harnett and Johnston Counties.

See the following Map of the study area.
**DESIRED END-PRODUCTS**

This study will result in an overall assessment of implementing scalable RED priority bus lanes and other transit priority strategies in the CAMPO area including the methodology, performance criteria and scoring systems, and the various other issues needed for the implementations. The study will include a ranked list of corridors to implement RED priority bus lanes treatments and an implementation tool that allows jurisdictions the ability to rank future corridors for the treatment. Specifically, the end product of this study, as developed by the consultant, will at a minimum, based on consultant expertise, include:

- Technical Overview Report on implementing priority RED bus lanes and other potential priority bus treatments including the following variables -
  - Peer review and analysis outlining considerations and operations of RED lane and other priorities in peer jurisdictions
  - Quantifiable benefits of RED priority bus lanes strategies
  - Challenges of implementing RED priority bus lanes
  - Measuring and Methodology to determine RED priority bus lanes benefits
  - Mitigating risks associated with implementing RED priority bus lanes and other strategies
  - Various roadway designs/configurations for multimodal use and RED priority bus lanes
  - RED Bus lane usage rules and regulations
  - Bus lane hours of operation
  - Bus lane enforcement practices
  - Traffic signal prioritization
  - Right lane turns
  - Driveway access/egress
  - RED bus lanes impact to businesses
  - Marketing and Public Input strategies
  - Cost considerations/ projections for implementing priority bus lanes
  - Funding opportunities
  - Recommendations for stakeholder

- Report on the Study Area Existing Corridor conditions
  - Identification of significant corridors and methodology used to select corridors
  - Identification of existing transit services in identified significant corridors
  - Roadway designs/configurations in identified significant corridors
  - Transit systems service evaluation
  - Bus priority lane identification and selection process
  - Data collection and analysis /priority recommendations
  - Safety/corridor crash data

- Review of and report on other resources and ongoing plans and studies
  - Programmed and planned improvements (road, transit, technology, etc....)
  - Projected traffic volumes to 2045 and identification of deficiencies to that year and for intermediate years where applicable
  - Identified corridors relationships to other recommended improvements along the corridors including bus rapid transit, signal prioritization, etc.
o A horizontal multi-modal functional roadway design including high-level intersection/interchange design and level of service for a designated future year of 2045, including planning-level right-of-way, construction and operational cost estimates
o Projected cross-sections recommended for multi-modal uses and necessary right-of-way changes associated with the bus lane recommendations
o Recommendations for coordinating existing and planned bicycle and pedestrian facilities and transit network into the recommended corridor projects as appropriate

o Bus Lanes evaluation methodology & corridor selection reports and tool (Draft and Final)

 o Metrics evaluation and methodology approach and reasons for including all variables and inputs used to prioritize the corridors
 o Set of performance standards for implementing the bus lanes in corridors
 o Alternative strategies for achieving performance levels
 o Implementation steps for each strategy for achieving performance levels
 o Develop and utilize evaluation tool for determining priority corridors for implementation of RED lane and other transit priority applications
 o RED bus lane evaluation tool instruction manual/chart
 o Technical Memorandum outlining how the tool works including the variables used and why
 o How the methodology and/or tool can be updated for future use
 o Listing of prioritized corridors for the RED bus lane implementation
 o Spreadsheet listing of prioritized signification state corridors including all variables to determine the ranking
 o Spreadsheet priority corridors listing based on Core Technical Team jurisdictions
 o Report outlining the prioritized State corridors and the analysis for implementations
 o A prioritized list of corridors by year recommended to maintain mobility and safety along the corridor, including prioritized segmentation of corridor bus lanes implementation and transit strategy improvements appropriate for biennial NCDOT (Strategic Prioritization Office of Transportation) SPOT prioritization and consideration of inclusion in Statewide Transportation Improvement Plan (STIP) updates.

 o A detailed and specific implementation strategy to include policy recommendations and physical infrastructure priorities recommended by year for the three horizon years recognized in the Metropolitan Transportation Plan (2025, 2035, 2045)

 o Some level of visualization (including possible animation and an online mapping tool to spatially depict data and recommendations or provide data in a format that can easily be incorporated into an existing tool) for the recommendations to be used on websites, in public meetings and workshops, and for final documentation

 o Final report with executive summary, cumulation of memorandums, the evaluation tool and priority recommendation in bound hard copies and electronic format.
DESIRED SCOPE ELEMENTS

The project will contain the following major components:

1. Project Management/Coordination with a Core Technical Team
2. Peer Review and Transit Priority Lanes Implementations Analysis
3. Transportation Inventory Analysis of the existing and planned CAMPO transit corridors
4. Review of Existing Studies, Plans and Current Planning efforts
5. Development of Performance Standards, Metrics and Evaluation Methodology Strategies
6. Formulation of Tool Implementation Strategy and documentation of inputs, data, and process for utilization of the tool
7. Delivery of a final Prioritization Tool, Report and Priority-based Implementation strategy using results of the tool

The following are the associated Tasks 1-7

Task 1 – Project Management/Coordinate with Staff and the Core Technical Team

Hold regular interval meetings and conduct presentations with CAMPO staff and Core Technical Team covering major milestones. Prepare all materials, presentations and distribute meeting minutes as appropriate. Prepare written progress reports at regular intervals at least once a month.

Deliverables – Ongoing documentation to inform, record and successfully complete the study

Task 2 – Provide Peer Review of RED Lane and Other Priority Bus Implementations

- Define various types of RED lane and other priority bus lane treatments addressing street configurations and uses, traffic patterns, transit performance metrics, costs, accidents, right lane turns, emergency vehicle access, driveway turns and other recommended variables;
- Provide a Peer Review that outlines the benefits and drawbacks to implementing RED priority bus lanes in various categories and indicators including, but not limited to, transit service quality, ridership, development, automobile travel and enforcement considerations and strategies. Outline best practices and cautions for the priority lane treatments and implementations;
- Provide an analysis of successful/unsuccessful RED priority bus lane treatments and implementations examples;
- Outline the conditions that warranted the peer’s application of the bus priority treatment such as transit frequency, traffic conditions, y-line conditions, number of driveways, etc.;
- Outline the steps needed to successfully implement RED priority bus lanes including marketing and public input/outreach efforts recommended and;
Deliverable –
Technical Overview Report on RED bus lanes implementations and other potential priority bus treatments that includes a Peer Review of successful and unsuccessful RED bus lane implementations.

Task 3- Plans, Studies, and Concurrent Area Planning Efforts Review
Consultant will review regionally significant plans, studies and reports including but not limited to, the 2045 Metropolitan Transportation Plan, the Wake County Transit Bus Plan, CAMPO’s Transportation Improvement Program, and other applicable regional and local plans. Consultant will look for opportunities to coordinate priorities with important efforts consistent with other plans. It is expected the Consultant will identify key and viable recommendations of other important regional and local plans and projects such as bus rapid transit and signal priority to incorporate into this study. Consultant will build upon existing plans, studies and projects to develop recommendations in this study. Consultant will prepare a report outlining existing plans and studies recommendations that should inform this study’s recommendations.

Deliverable –
Existing Plans and Studies Relevant Recommendations Report.

Task 4 - Existing Conditions Review
Consultant will also review existing corridor conditions and trends; system inventory and available data sets applicable to this study.
Consultant will recommend other missing datasets if needed. The consultant will review existing and trending key demographics, economic and social characteristics, land use and community characteristics, transit service (types of transit service, frequency, routes, fleets, traffic and travel patterns), originations/destinations, technology, zoning, future plans, public policy, accident data, number of driveways, streetscapes, number of right hand turn lanes and other key statistics of the various transit corridors in the CAMPO area. It is expected the consultant will use this data and the research to determine which significant corridors should be studied for priority transit treatments.

Deliverable –
Existing Conditions Report that encompasses trends.

Task 5 – Develop RED priority Bus Lane Evaluation Methodology and Tool and Apply the Tool for determining and prioritizing RED bus lanes in the CAMPO area:
The consultant will develop the methodology and a tool to evaluate the bus priority treatments including the datasets and analysis. The consultant will outline the necessary inputs and variables to use in the tool to obtain value. Explain how the evaluation methodology and tool can be updated to respond to changes in the various corridors. The consultant will demonstrate how the tool can be used to scale the corridor priority measures.
Deliverables –
1. Detailed report capturing the overall methodology to evaluate the priority RED bus lanes and how the methodology and tool can be maintained and updated. Include the data collection, analysis, development of applicable evaluation metrics, scalability and all variables and inputs used in the methodology approach and development.
2. Tool for prioritizing bus priority treatments (Draft and Final) with accompanying instruction manual/chart;
3. Tool demonstration used to determine the prioritized corridors for the bus priority treatments including RED bus lane implementation in the CAMPO area;
4. Technical Memorandum outlining how the tool works, the variables used to include data sources, and why the variables were selected.

Task 6 – Develop priority listing for corridors in the CAMPO area based on evaluation tool recommending which agencies should consider implementing RED Bus lanes or other transit priority treatments:

Using the created tool and working with the project Core Technical Team, develop a recommended list of prioritized corridors in the CAMPO urbanized area to implement RED bus priority lanes and other bus priority treatments.

Deliverables –
1. Detailed listing of prioritized transit corridors including all variables used to select the corridors;
2. Detailed priority corridors listing based on jurisdictional boundaries;
3. Implementation-level operational and maintenance costs for selected corridors

Task 7 – Final report

Based on all Task reports and information, review of the data set, plans and studies, and feedback from the Core Technical Team and CAMPO staff, the Consultant will complete a final comprehensive report summarizing and incorporating all recommendations and reports including the priority listings and the assessment tool and instructions. The report will be a clear set of recommendations for implementing bus priority lanes and other potential treatments to improve on time performance and optimize corridor conditions and recommended prioritized corridors in the CAMPO urbanized area.

Deliverable –
Final report with executive summary, cumulation of memorandums, the evaluation tool and priority recommendation in three (3) bound hard copies and electronic format suitable for web

STUDY TIME-FRAME

The Notice to Proceed is expected in October 2018. The consultant is expected to provide recommendations and final deliverables to the client and deliver final project presentations to local governing boards no later than June 30, 2020. All work and invoicing should be completed by June 30, 2020.
ADOPTION AND AGREEMENTS

The Core Technical Team and the consultant(s) will present final recommendations to various local government boards, the MPOs' TCCs and the Executive Board, NCDOT and other funding partner boards/staff as appropriate.

PROJECT BUDGET

This study is being funded by the Capital Area MPO. The maximum project budget is $150,000 funded in the MPOs' FY 2019 and FY 2020 (July 1, 2018 – June 30, 2020) Unified Planning Work Programs. All proposals should consist only of work that can be completed within the established timeframe and budget. No cost proposals should be included with the proposal packets due to the Mini-Brooks Act; all proposals will be evaluated on criteria outlined in this RFP.

GENERAL PROJECT ACTIVITIES AND SCHEDULE

General consultant responsibilities include data collection and analysis, plan and studies review, mapping, research, report writing, presentations, meeting facilitation, and publication of printed and digital documents. The consultant team should have experience with evaluating priority bus lane corridors; transit system analysis, preparation of functional designs for multimodal corridor improvement projects per NCDOT standards and specifications; ability to effectively coordinate with local officials, leaders, and staff public; developing special engineering reports, graphics, drawings and concept visualizations; collection of GPS data and analysis of that data via GIS and/or CADD per NCDOT specifications; collection and analysis of traffic data.

The consultant will be requested to bill the MPO on a quarterly basis, and invoices should be accompanied by detailed progress reports. Staff responsibilities include project management to ensure the project remains on time and budget and assistance with existing data collection, presentations and meeting facilitation. Adjustments to responsibilities may be made depending on budgetary constraints. The MPO and consultant will prepare a detailed work program at the beginning of the project that notes the consultant’s and supporting agencies’ responsibilities. The consultant or team of consultants should propose a detailed timeline of activities associated with the planning process and deliverables.

PROPOSALS

Proposals of no more than 15 pages in length, numbered 1 through 15, plus a one-page cover letter may be submitted no later than 11:00 a.m. on August 27, 2018, with three (3) hard copies and one (1) digital copy in a PDF format that will accommodate comments, labeled “R.E.D. Priority Bus Lanes Study” to the contact person listed below. Proposal submissions shall not include any pages, attachments, appendices, or addendums beyond the 15-page limit. Proposals will need to include a comprehensive response describing the consultant’s knowledge and experience with the tasks described in the above Scope of Services. Proposals should include the following Sections:

1. Project Understanding and Proposed Approach: This section of the proposal should include an outline of the understanding of the project goals, scope and important issues associated with the study area and an approach proposed to address those issues.
This section should include a proposed approach to addressing the desired tasks outlined in this document, including proposed software, analysis tools and techniques, and partner engagement strategies. This section should also include proposed management and project oversight efforts, as well as hours estimated for each task.

2. **Project Schedule:** A detailed project timeline, including anticipated meetings, milestones and deliverables, should be included in the proposal.

3. **Project Team:** Provide resumes, abbreviated if necessary, for specific personnel that will be assigned to the project, including verification that they have experience with similar projects and will be available to complete the project within the allotted time frame, including availability to begin the project in October 2018. Include proposed organizational chart.

4. **General Experience Summary:** The summary will need to emphasize the team’s experience with conducting successful multi-modal transportation planning efforts including transit priority bus lanes, land use policy analysis, community impacts assessment, and meaningful partners engagement. This section should include an overview of directly related project experience of key project personnel.

5. **Firm Overview:** General description of lead consultant and any proposed sub-consultant(s), including relevant project experience, firm profile, and description of current projects. General discussion of any history of successful collaboration between proposed lead and sub-consultant team members, if applicable.

6. **Project References:** References should include a brief project description, contact name, address, telephone number, email address, and provide evidence of similar work completed within the last five (5) years conducted by the proposing firm(s).

7. **Vendor ID Numbers:** If available, vendor identification numbers for the City of Raleigh and NC DOT organizations should be provided in this section.

**EVALUATION PROCESS**

Proposals submitted will be evaluated by the Core Technical Team. The committee will review proposals to determine which, if any, candidate(s) will be invited to interview with the committee. A response to this Request for Proposals does NOT constitute any obligation on the part of the funding partners to conduct an interview with the proposer(s). The review committee maintains the right to select proposer(s) for interviews as they feel appropriate and necessary. When determining which proposer(s) will be invited to interview or selected as the preferred candidate without an interview, the committee will consider the following criteria:

- Qualifications and Experience of the Proposed Team
  - Relevant prior experience of key team members in dealing with multimodal corridor and/or transit corridor issues
  - Previous experience of proposed Project Manager with regional and/or multi-jurisdictional studies
  - Technical skills and expertise of key team members
Demonstrated ability to successfully conduct thorough analysis on complex transportation mobility, multimodal corridor, priority bus lanes and safety issues, and objectively present feasible options and recommendations on associated issues.

Demonstrated ability to implement a successful partners engagement strategy with various stakeholder interests that provides meaningful input into project outcomes.

Demonstrated understanding of interrelationships between transportation and land use.

- Understanding of the Project Study Area, Goals and Objectives
  - General familiarity with the study area, including local issues within the regional context
  - General understanding of the project objectives
  - Understanding of local policies affecting regional transportation efforts

- Proposed Approach to the Project
  - Technical analysis tools and techniques proposed
  - Proposed project timeline/schedule, including appropriate order of described tasks to achieve meaningful recommendations
  - Estimated hours by task
  - Availability and ability of team members to engage with various groups and levels of stakeholders throughout the duration of the project.

- Quality of the Proposal
  - Concise description of tasks, staff, and process proposed
  - Neatness, organization, and detail-oriented proposal
  - Clarity of roles and responsibilities of key team members

If an interview phase of the selection process is deemed necessary after the initial review of proposals, the committee will select an appropriate number of proposer(s) to interview. Interviewees will be evaluated based on the following criteria:

- Overall quality of project presentation
- Team dynamic
- Quality of answers provided during the interview

Once a preferred candidate is chosen, the MPO will work with the project team to develop a more detailed scope of services to be included in the project contract. The Capital Area MPO reserves the right to select the most competitive proposals for this project. During the selection process, the MPO will ensure that all answers or clarifications to questions posed by any respondent are provided through the project website by 5:00 p.m. on August 20, 2018. The Capital Area MPO reserves the right to negotiate a contract, including the final scope of work and contract price, with any respondent or other qualified party.

**GENERAL INFORMATION**

The City will not accept faxed information as a valid submission in response to the RFP. The successful firm must enter into a contract with the City of Raleigh on behalf of the Capital Area MPO, which specifies requirements for indemnification, insurance and other applicable policies.
The Capital Area MPO reserves the right to suggest to any or all respondents to this request for qualifications that such respondents form into teams of consulting firms or organizations deemed to be advantageous to the Capital Area MPO in performing the scope of work. The Capital Area MPO will suggest the formation of such teams when such relationships appear to offer combinations of expertise or abilities not otherwise available. Respondents have the right to refuse to enter into any suggested relationship.

The Capital Area MPO may reject any or all the submissions as it deems in its best interests. The Capital Area MPO reserves the right to waive any irregularities or technicalities when it deems the public interest will be served thereby.

This request for proposals does not commit the Capital Area MPO to award a contract, to pay any costs incurred in preparation of a response to this invitation, or to procure or contract for services or supplies. The Capital Area MPO reserves the right to accept or reject any or all responses received as a result of this request for qualifications, or to cancel this request in part or in its entirety if is in the best interest of the Capital Area MPO to do so.

**Attachment A** includes additional required contractual provisions and an E-verify affidavit, both applicable in the instance of entering into a contract with the City of Raleigh.

Interested persons, firms and teams shall refrain from contacting members of the selection committee or Core Technical Team regarding this Request for Proposals, except for questions submitted in writing to the MPO project manager as described in this document, during the advertisement, interview, and procurement process. Initiating contact with members of the selection committee or Core Technical Team regarding this Request for Proposals may render the person, firm or team as ineligible for selection.

**Attachment B** includes additional Federal Requirements.

**M/W/DBE GOAL**

The City of Raleigh maintains a city-wide goal of 15% minority/disadvantage/women owned business participation in contracted services. While this project shall endeavor to contribute toward that city-wide goal, there is no specified percentage participation of this type required.

**METHOD OF COMPENSATION**

Upon selection, the Capital Area MPO will propose a contract to the selected consultant for review. The contract is for a cost plus fixed fee with a contract maximum. Reimbursement will be made on a quarterly schedule based on documentation of work tasks completed; exclusive of travel which will be reimbursed on a not to exceed basis for reasonable costs as identified in the contract. The Project Manager will review, and if appropriate, approve payment of all invoices submitted under the contract.

**NOTE: DUE TO THE MINI-BROOKS ACT AND THE DESIRE TO EMPLOY A PROFESSIONAL ENGINEER ON THIS PROJECT TEAM, NO FEE IS TO BE SUBMITTED AT THIS TIME. FINAL FEE NEGOTIATIONS WILL COMMENCE WITH THE FIRM(S) SELECTED BASED ON THIS QUALIFICATIONS-BASED SELECTION PROCESS.**
MPO CONTACT INFORMATION

Questions regarding this RFP must be received no later than 12 p.m. on Monday, August 20, 2018 (emailed to Crystal.Odum@campo-nc.us or faxed to (919) 807-8517 are acceptable; no phone calls). Based on questions received, the project manager will provide clarification and/or further information through the MPO’s website (www.campo-nc.us), if needed. All Proposals in response to this RFP must be received no later than 11:00 a.m. on Monday, August 27, 2018. Proposals received after this time, or not containing all required elements, will not be considered for this project. Late arrivals with earlier postmarks will not be accepted.

Interested persons, firms and teams shall refrain from contacting members of the selection committee or Core Technical Team regarding this Request for Proposals, except for questions submitted in writing to the MPO project manager as described in this document or during the advertisement, interview, and procurement process. Initiating contact with members of the selection committee or Core Technical Team regarding this Request for Proposals may render the person, firm or team as ineligible for selection.

Please forward completed Proposals no later than 11:00 a.m. on August 27, 2018 to:

Crystal Odum
Capital Area MPO
421 Fayetteville Street, Ste. 203
Raleigh, NC 27601
ATTACHMENT A:

City of Raleigh / Capital Area MPO Contract Provisions

And

E-Verify Affidavit
CONTRACT FOR SERVICES

THIS CONTRACT (this “Contract”) is entered into by and between __________________, hereinafter referred to as the “Contractor;” and the NC Capital Area Metropolitan Planning Organization, hereinafter referred to as “CAMPO.” As the lead planning agency for CAMPO, the City of Raleigh (the “City”) is an intended third-party beneficiary to the Contract. All parties herein shall collectively hereinafter be referred to as the “Parties”.

WITNESSETH:

WHEREAS, CAMPO desires to procure a contractor to perform services; and

WHEREAS, CAMPO has completed necessary steps for retention of professional and other services under applicable City policies; and

WHEREAS, CAMPO has agreed to engage the Contractor, and the Contractor has agreed to contract with the CAMPO, for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Contractor, and other good and valuable consideration, the Contractor and CAMPO do contract and agree as follows:

1. Scope of Services

The Contractor shall perform for CAMPO the following described services:

2. Time of Performance

In performing the services described in this Contract, it is mutually agreed that time is of the essence. The Contractor shall begin work upon Notice to Proceed and work shall be completed no later than _________________. The term of this Agreement shall commence upon execution by CAMPO and shall run through Contractor’s completion of all tasks identified in Attachment A to CAMPO’s satisfaction.

In the event the services under the Contract are not completed by this date, the Contractor shall be assessed liquidated damages of $0 for each day’s delay beyond the completion date. If liquidated damages are not applicable to this Contract, insert ‘(0) zero’ in the space above.

3. Compensation; Time of Payment

For services to be performed hereunder, the CAMPO shall pay the Contractor a not to exceed contract amount of $_____________ for services performed during fiscal year (FY) ______ and $_____________ for services performed during (FY) _______ for a total contract amount of $_____________ unless changed by a duly authorized amendment. Invoices shall be accompanied by a narrative statement of work, which shall be approved by the CAMPO Executive Director or his designee, prior to approval for payment. The standard City of Raleigh payment term is NET 30 days from the date of invoice.
For prompt payment you may email all invoices to (Lisa.Blackburn@campo-nc.us). All invoices must include the following Purchase Order Number________________. Invoices submitted without the correct purchase order number will result in delayed payment.

4. **Workmanship and Quality of Services**
All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of CAMPO, and shall conform to all prevailing industry and professional standards.

5. **Standard of Care**
Contractor shall perform for or furnish to CAMPO professional and related services in all phases of the project to which this Contract applies as hereinafter provided. Contractor may employ such Contractor's Consultants as Contractor deems necessary to assist in the performance or furnishing of professional and related services hereunder. Contractor shall not be required to employ any Contractor's Consultant unacceptable to Contractor.

The standard of care for all professional and related services performed or furnished by Contractor under this Contract will be the care and skill ordinarily used by members of Contractor’s profession practicing under similar conditions at the same time and in the same locality.

6. **Notices**
All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

**CAMPO:**
Attn:
Capital Area MPO
421 Fayetteville Street, Suite 203
Raleigh, NC 27601
Telephone: 919-996-4400

**Contractor:**
Attn:

All notices regarding a dispute arising under this Agreement shall also be provided to:

**Capital Area MPO**
Attn: Executive Director
421 Fayetteville Street, Suite 203
Raleigh, NC 27601
7. Non-discrimination
To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of any applicable non-discrimination laws.

8. Minority or Women Owned Businesses
The City of Raleigh prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority owned business enterprises. The Contractor shall adhere to any MWBE requirements associated with any public funding involved in this Contract.

9. Assignment
This Contract may not be assigned without the express written consent of CAMPO.

10. Applicable Law
All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

11. Insurance
Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as CAMPO’s review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

**Commercial General Liability** – Combined single limit of no less than $1,000,000 each occurrence and $2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Automobile Liability** – Limits of no less than $1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

**Worker’s Compensation & Employers Liability** – Contractor agrees to maintain Worker’s Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than $1,000,000 each accident.

**Additional Insured** – Contractor agrees to endorse CAMPO and the City of Raleigh as additional insureds on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read “Capital Area Metropolitan Planning Organization and the City of Raleigh are named additional insured as their interest may appear.”
Certificate of Insurance – Contractor agrees to provide both CAMPO and the City of Raleigh a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor’s insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify CAMPO and the City of Raleigh within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holders’ addresses should read:

<table>
<thead>
<tr>
<th>City of Raleigh</th>
<th>CAMPO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post Office Box 590</td>
<td>421 Fayetteville Street, Suite 203</td>
</tr>
<tr>
<td>Raleigh, NC 27602-0590</td>
<td>Raleigh, NC 27601</td>
</tr>
</tbody>
</table>

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse CAMPO and the City of Raleigh each as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

Professional Liability – Limits of no less than $1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by CAMPO.

All insurance companies must be authorized to do business in North Carolina and be acceptable to CAMPO.

12. Indemnity
Except to the extent caused by the sole negligence or willful misconduct of CAMPO, the Contractor shall indemnify and hold and save CAMPO, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

Except to the extent caused by the sole negligence or willful misconduct of the City of Raleigh, the Contractor shall indemnify and hold and save the City of Raleigh, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

13. Intellectual Property
Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the CAMPO and not divulged or made available to any individual or organization without the prior written approval of the CAMPO. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of CAMPO and not the Contractor.
All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the CAMPO.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor’s performance of this project shall vest in the CAMPO. Works of authorship and contributions to works of authorship created by the Contractor’s performance of this project are hereby agreed to be ‘works made for hire’ within the meaning of 17 U.S.C. 201.

14. Force Majeure
Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

15. Advertising
The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh or CAMPO, as part of any advertising without the prior written approval of the City of Raleigh and CAMPO.

16. Cancellation
CAMPO may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, CAMPO shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to CAMPO. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to CAMPO for damages sustained by CAMPO by virtue of any breach of this Contract, and CAMPO may withhold any payment due to the Contractor for the purpose of setoff until such time as CAMPO can determine the exact amount of damages due CAMPO because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to CAMPO for the purpose set forth in this Contract.

17. Laws/Safety Standards
The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.
Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

**A. Accident Prevention**
Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

**B. Environmental Protection**
Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

**C. Employee Education and Training**
Provide education and training to all contractor’s employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

18. **Applicability of North Carolina Public Records Law**
Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to CAMPO by the Contractor are subject to the public records laws of the State of North Carolina, and it is the responsibility of the Contractor to properly designate materials at the time of initial disclosure to the City of Raleigh or CAMPO that may be protected from disclosure as “Confidential” and/or “Trade Secrets” under North Carolina law as such and in the form required by law prior to the submission of such materials to the City of Raleigh or CAMPO. Contractor understands and agrees that CAMPO and the City of Raleigh may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

19. **Miscellaneous**
The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by CAMPO or the City of Raleigh for use in connection with the performance of this Contract, and will reimburse CAMPO or the City of Raleigh for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with CAMPO.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

20. **Audit**
The City of Raleigh Internal Audit Office may conduct an audit of Contractor’s financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.
In the event of such an audit, Contractor agrees that the City, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. The Contractor agrees that the City, or its designated representative, shall have access to Contractor personnel pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Further, Contractor agrees to include a similar right to the City to audit and interview staff in any subcontract related to performance of this contract.

Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees have the same right to audit provisions contained in this Contract.

The City agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued.

City's rights under this provision shall survive the termination of this agreement. The City may conduct an audit up to three years after this agreement terminates.

21. **E - Verify**
Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor’s knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

22. **IRAN DIVESTMENT ACT CERTIFICATION**
Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

23. **Incorporation of Documents/Complete Agreement**
This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- Attachment A: Scope of Services
- Certificate(s) of Insurance
• Federal Requirements

In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

The remainder of this page remains blank intentionally.
THIS CONTRACT is entered into this ___ day of ___, 20__.

IN WITNESS WHEREOF, the Contractor has executed the foregoing with the signature(s) of its duly authorized officer(s), and the MPO has executed with the signature of its Executive Director, acknowledged by a notary, with the official seal affixed, the day and year first above written.

CONTRACTOR:

By:

________________________

________________________

Printed Name/Title

(If corporate)

ATTEST:

By: ______________________

________________________

Printed Name/Title

(Affix Seal)
NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION “CAMPO”

By: ________________________________

Chris Lukasina, Executive Director

ACKNOWLEDGEMENT by

NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, “CAMPO”

State of North Carolina
County of Wake

I, _______________________, a Notary Public for said County and State, do hereby certify that Chris Lukasina, Executive Director personally came before me this day and acknowledged the due execution for the foregoing instrument.

Witness my hand and official seal, this the _____ day of ____________, 2018.

_________________________________
___________________, Notary Public

(Affix notary seal)

My Commission Expires: _________________, 20____
STATE OF NORTH CAROLINA

COUNTY OF WAKE

E-Verify AFFIDAVIT

NOW COMES Affiant, first being sworn, deposes and says as follows

1. I have submitted a bid for contract or desire to enter into a contract with the City of Raleigh;

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
   ____ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
   ____ I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
   ____ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
   ____ Employ less than twenty-five (25) employees in the State of North Carolina.

   Specify subcontractor: ________________________________________________________

   This the ________ day of ________, 2018.

   ____________________________________________
   Affiant

   Sworn to and subscribed before me, this the ________ day of ________, 2018.

   ____________________________________________

   [OFFICIAL SEAL]

   ____________________________, Notary Public

   My Commission Expires: ________________
All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by City of Raleigh must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

<table>
<thead>
<tr>
<th>Definition</th>
<th>Firm means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Age Discrimination Act of 1975</strong></td>
<td>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the <em>Age Discrimination Act of 1975</em> (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.</td>
</tr>
<tr>
<td><strong>Americans with Disabilities Act of 1990</strong></td>
<td>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the <em>Americans with Disabilities Act</em>, which prohibits discriminating 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. §§ 12101–12213).</td>
</tr>
<tr>
<td><strong>Byrd Anti-Lobbying Amendment</strong></td>
<td>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.</td>
</tr>
<tr>
<td><strong>Civil Rights Act of 1964 – Title VI</strong></td>
<td>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.</td>
</tr>
<tr>
<td><strong>Civil Rights Act of 1968</strong></td>
<td>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the <em>Civil Rights Act of 1968</em>, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).</td>
</tr>
</tbody>
</table>
Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed $150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

Contract Work Hours and Safety Standards Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Copeland “Anti-Kickback” Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Davis-Bacon Act


Debarment and Suspension

All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from
participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

**Energy Policy and Conservation Act**

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Fly America Act of 1974**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Hotel and Motel Fire Safety Act of 1990**


**Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

**Patents and Intellectual Property Rights**

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Procurement of Recovered Materials**

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Terrorist Financing**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

**Trafficking Victims Protection Act of 2000**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

**Rehabilitation Act of 1973**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the
Universal Identifier and System of Award Management (SAM)

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

The City of Raleigh may terminate any resulting contract should the Contractor fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Contractor violates or breaches contract terms the City shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member’s officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out.

The City of Raleigh, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.