



NC Capital Area **Metropolitan Planning Organization**

# Request for Proposals

## **Southwest Area Study**

FY 2018

Capital Area Metropolitan Planning Organization

Raleigh, North Carolina

August 21, 2017

# **REQUEST FOR PROPOSALS (RFP)**

## **Southwest Area Study**

### **INTRODUCTION**

The North Carolina Capital Area Metropolitan Planning Organization (MPO) is inviting qualified consulting firms or persons to submit Project Proposals to conduct an Area Study in the southwestern portion of the Capital Area MPO that includes parts of Wake and Harnett Counties.

This document presents a desired set of work tasks to prepare a work product that will ultimately lay out a long-term vision for a multi-modal transportation network in the study area, with a detailed implementation strategy that includes short-term and mid-term recommendations to aid with the implementation of the long-term vision.

The study will evaluate the safety and mobility in the transportation network, including planned and existing roads, transit service and bicycle/pedestrian facilities.

This study is anticipated to be completed in approximately 19 months with a Notice to Proceed issued in Mid-November 2017.

### **LEAD AND SPONSORING AGENCIES**

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. 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 a population of 1,064,756.

The funding partners for this project are the Capital Area MPO and NCDOT. A Core Technical Team (CTT), comprised of staff from the Capital Area MPO, Wake and Harnett Counties, NCDOT, and the Towns of Angier, Apex, Fuquay-Varina, and Holly Springs will review the consultant's work, give direction and input, monitor the project study as it takes place and provide feedback to a Study Oversight Team.

A Study Oversight Team (SOT) will be created to provide guidance and oversight to the study. Team members may include representatives from the Core Technical Team member jurisdictions and agencies, as well as GoTriangle, the Wake and Harnett County Public School

Systems, Duke Energy, DENR, Mid-Carolina RPO, representatives from local chambers of commerce, and other groups, agencies or stakeholders as determined at the start of the study..

## PROPOSAL AND PROJECT TIMELINE

<u>ACTION</u>	<u>DATE</u>
<b>Advertise for Proposals</b>	August 21, 2017
<b>Deadline for Questions</b>	August 31, 2017, 12:00 pm
Questions may be submitted in writing (no phone calls) to <a href="mailto:kenneth.withrow@campo-nc.us">kenneth.withrow@campo-nc.us</a> , or faxed to (919) 996-1728 Responses to questions will be posted to the CAMPO RFP website no later than 5:00 p.m. on August 31, 2017.	
<b>Proposals Due</b>	September 13, 2017
<b>Deliver by 3:00 p.m. EST to:</b> Capital Area MPO 421 Fayetteville St, Suite 203 Raleigh, NC 27601	
<b>Proposal Opening</b> CAMPO Conference Room B, 3:30 p.m.	September 13, 2017
<b>Candidate Interviews</b> CAMPO Conference Room B	September 20-22, 2017
<b>Contract Negotiations</b>	October 2017
<b>Contract Approval Process</b>	October-November, 2017
<b>Anticipated Notice to Proceed</b>	Mid-November, 2017

## PROJECT BACKGROUND

The first Southwest Area Study was an example of regionalism that was successfully achieved through the use of progressive tools and an unprecedented outreach strategy. Scenario planning was used to establish a more accurate understanding regarding the study area's ability to support additional growth, reinforce the importance of a regional greenprint, and to establish a growth vision prior to the development of a comprehensive transportation strategy. The study was the first to apply the Triangle Region's new place-type palette identified through the

Imagine 2040: the Triangle Region Scenario Planning Initiative. The resulting regional collaboration helped to bridge the gap between competing values and individual town plans, and offered community leaders the opportunity to make informed decisions regarding the region's future. The legacy of the Study was a set of outcomes that, when implemented, results in a balanced approach to quality growth including a sustainable transportation system, continued quality of life for area residents, and economically vibrant communities. Since the original Study was completed in 2012, the Southwest Area continues to experience a tremendous amount of growth, which is having a significant impact on the area's transportation system. Furthermore, the Wake County Transit Plan has been adopted and will have a major impact upon development in the area. This update to the original Southwest Area Study will address the changes in land use and transportation in the area since 2012 and serve to inform the 2050 Metropolitan Transportation Plan (MTP).

## **PROJECT OBJECTIVE**

To prepare a regionally coordinated multi-modal transportation plan suitable for implementation by the beneficiary local governments, Capital Area MPO, potential transit providers and the North Carolina Department of Transportation that:

- Identifies solutions that accommodate sustainable development and address the needs for regional mobility;
- Establishes and/or enhances a transportation system that includes key transportation corridors, pedestrian and bicycle facilities, railroad corridors, and fixed route transit to meet the mobility needs of the study area;
- Evaluates and updates a regional land use vision that builds upon locally adopted land use planning efforts;
- Identifies potential transportation and environmental impacts and associated mitigation strategies;
- Facilitates stakeholder and decision-maker involvement that informs, educates, receives, documents, and responds to all input;
- Secures stakeholder buy-in on preferred alternatives and implementation strategies and priorities and;
- Evaluates and addresses on-road and off-road freight movement needs for the future conditions in the study area;
- Thoroughly documents the planning process, including documentation regarding selected versus non-selected transportation alternatives in a manner suitable for packaging for the project development process;
- Designs and implements a robust public involvement process and documents all public involvement efforts, including comments, survey results, or other input received from the public;
- Considers all federally-required Title VI and Limited English Proficiency regulations associated with regional transportation planning public engagement efforts; and

- Develops feasible recommendations that address the anticipated planning-level capacity deficiencies across the transportation network for all modes, with attention to long-term and short-term priorities.

## **PROJECT LOCATION**

The general study area is shown in Figure 1. The selected consultant will work with the Core Technical Team to finalize the precise boundaries of the study area.

## **DESIRED END-PRODUCTS**

This study should result in an overall vision for multi-modal mobility and safety along the corridor, and will include implementation strategies that support the vision. Specifically, the end product of this study, as developed by the consultant, will include the following:

- o A multi-modal mobility vision for the corridor that accommodates vehicles, pedestrians, cyclists and transit users, and has been vetted through a comprehensive stakeholder engagement process
- o Analysis of existing conditions, including changes to the land use and transportation networks since the original Southwest Area Study
- o Projected traffic volumes and identification of deficiencies through 2045
- o Interim and long-term road improvements, including MTP priorities, cost estimates, and problem statements for those improvements recommended for implementation within 10 years, as well as for projects that are anticipated to be major growth-shapers in the region.
- o The study area's relationship to other recommended improvements in the MPO's adopted Comprehensive Metropolitan Transportation Plan
- o Functional corridor designs including intersection design and level of service for a designated future year of 2045, including planning-level cost estimates for selected priority corridors as determined through the planning process
- o Projected cross-sections recommended for multimodal uses, parking, and necessary right-of-way associated with the recommendations
- o Projected right-of-way needs for interim and long-term recommendations
- o Recommendations for integrating the existing and planned transit, bicycle and pedestrian facilities into the interim and long-term recommended projects, focusing on those addressing mobility, safety, and interconnectivity for the bicycle and pedestrian network at the regional scale
- o A detailed and specific implementation strategy including policy and physical infrastructure priorities for each governing body in the study area
- o A general evaluation and overview of existing railroad crossings (both at-grade and grade separated) in the study area, with recommendations for upgrades as necessary to maintain roadway and rail mobility
- o Some level of visualization (animated visualization where appropriate is desirable) for the recommendations to be used in public workshops, meetings, and final documentation

- Detailed project sheets developed using CAMPO's project sheet database.

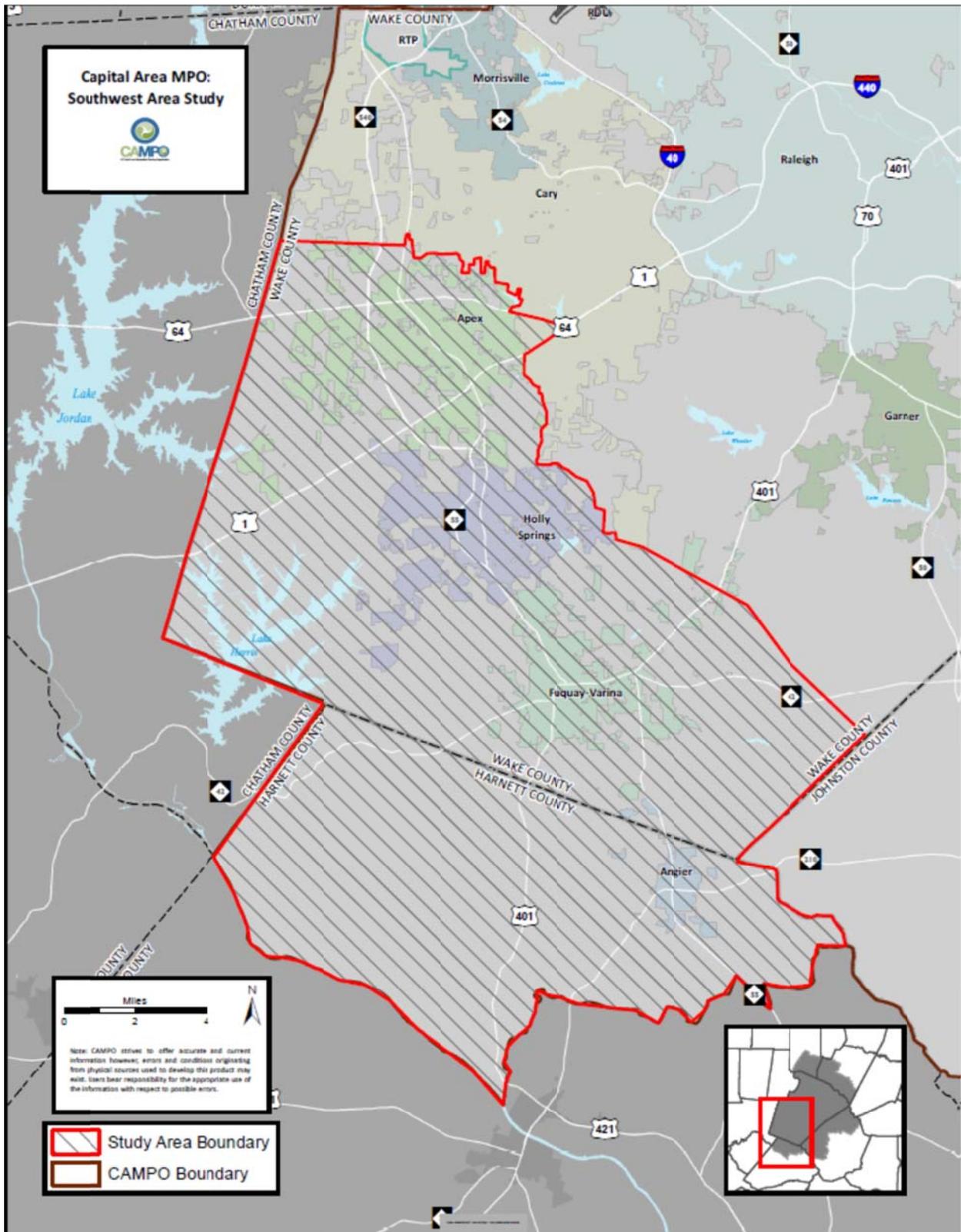


Figure 1: Southwest Area

## DESIRED SCOPE ELEMENTS

The project will contain the following major components:

### 1. Coordinate with a Core Technical Team and a Study Oversight Team

This study will be managed by the Capital Area MPO. Regular coordination on technical issues will be conducted with a Core Technical Team (CTT). The CTT will consist of staff from CAMPO, NCDOT Division 5, NCDOT Transportation Planning Branch, Wake County, Harnett County, and the municipal jurisdictions of Angier, Apex, Fuquay-Varina, and Holly Springs. It is anticipated that monthly meetings with this CTT will occur throughout the duration of the study.

The Study Oversight Team (SOT) will be created to provide higher level stakeholder oversight and feedback to the study. SOT members could include representatives from the all agencies represented in the Core Technical Team, neighboring planning organizations and municipalities, GoTriangle, GoRaleigh, the Wake and Harnett County Public School Systems, the Fayetteville Area MPO, Mid-Carolina RPO, Duke Energy, DENR, representatives from local chambers of commerce, and NCDOT staff from various modal units. It is expected that the SOT would meet less frequently, perhaps three to four times over the course of the study.

All in-person meetings with both the CTT and SOT are expected to occur at a meeting place of mutual agreement in or near the study area.

### 2. Conduct a Land Use, Environmental, and Transportation Review for the Area

This component consists of an overview of existing conditions along corridors in the area so as to achieve a thorough understanding of the issues (past, present and future) that have had or will have impact on the corridors. Information to be collected and analyzed by the consultant shall include:

- Review of original Southwest Area Study recommendations and 2045 MTP recommendations in the area
- Demographic information (historic population trends, and prioritization affecting growth);
- Existing and projected future land use patterns (as they currently exist);
- Inventory and overview of existing at-grade and grade-separated rail crossings and facilities;
- A highlight of policies/ordinances that are effective or could be strengthened and/or added to meet the regional goals identified through the area plan;

- A review and evaluation of CommunityViz land use scenario used for socioeconomic data projections in the study area;
- An inventory of access points along major corridors, both existing and proposed;
- An inventory of the existing secondary road profiles as related to topography and slope;
- Identification of any High-Quality Resources for resource screening;
- Significant cultural and historic sites, prime farmland areas, water supply watersheds, wildlife habitats, and other natural features along corridors;
- Traffic, network and planning-level capacity data for roads that lead into the study area or significantly impact the area;
- An overall vision for safety, multi-modal mobility, and land development patterns designed to sustain transportation recommendations for the area;
- Overview of urban transit services planned or existing in the study area;
- Overview of rural transit service currently provided in the area by Wake County TRACS and Harnett Area Rural Transit System (HARTS);
- Overview of improvement projects (CTP, LRTP, and TIP) within the Study area; and
- Inventory of other transportation facilities, modes or plans (such as bicycle, pedestrian, greenway, transit, etc.).

### **3. Review of Existing Plans and Concurrent Area Planning Efforts**

There are multiple transportation-oriented planning processes underway that will directly impact the study area. Recommendations from this study will need to be in concert with recommendations from other studies, or could be used as inputs to other planning efforts as time allows. Other studies that are completed or underway that must be considered and evaluated in the context of the mobility in the southwestern area:

- Wake County Transit Plan
- Harnett County Comprehensive Transportation Plan
- CAMPO CTP/2045 MTP
- Regional Freight Plan
- 2011 Town of Apex Comprehensive Plan

- Town of Apex 2035 Land Use Plan
- Advance Apex 2045
- 2045 Comprehensive Transportation Plan
- 2045 Land Use Map
- Town of Apex Comprehensive Bicycle Plan
- 2013 Town of Apex Parks, Recreation and Greenways Plan
- Fuquay-Varina 2035 Community Transportation Plan
- Fuquay-Varina 2035 Community Vision Land Use Plan
- Holly Springs Local Comprehensive Transportation Plan
- Harris Lake Reservoir Plan
- Triangle Regional ITS Strategic Deployment Update
- 540 Y-Line Hot Spot Study
- US 401 Hot Spot Study
- Developmental 10 Year STIP (the 10 year STIP should be treated as the existing + committed network), and SPOT Process
- Connect 2045 (CommunityViz 2.0).

#### 4. Roadway Element

Intensive study for mobility, access controls, and/or ultimate and interim improvement priorities for major roads in the study area, including but not limited to:

NC 210	Future NC 540, including Interchanges
NC 42	Ten Ten Road
NC 55	Piney Grove Wilbon Road
US 1	Holly Springs Road
US 401	Sunset Lake Road
US 64	Other heavily-travelled secondary roads in the study area

The consultant should review recommendations for these roads in local plans under development or as adopted by the municipalities and counties, and provide recommendations where appropriate adjustments should be made in order to make plans function together from a regional perspective. The consultant should emphasize uniform recommendations for regional routes with standard cross-sections across multiple jurisdictions, and indicate what changes to local plans are needed to coincide with these recommendations. Interim and ultimate improvements to the road network should be identified and prioritized from a congestion relief and safety standpoint. The consultant may be asked to prepare functional designs or enhanced concept development sketches for up to four hot-spot areas at the discretion of CAMPO staff and the project oversight team. These could include

- any area where corridor improvements are included in the plan
- any area where a superstreet implementation is recommended by the plan
- any area new interchanges/highway alignments are included in the plan.

The consultant should be prepared to audit recommendations contained in locally-adopted, or under development transportation and land use plans for viability with respect to mobility and inter-jurisdictional connectivity, and review those recommendations against the MPO's MTP recommendations. This should include recommendations for major collector streets and above. The consultant should conduct a review of best practices in the CAMPO region and the state to identify appropriate connectivity policies that would be appropriate for implementation in the southwest area.

## **5. Hot Spot Studies**

The consultant will work with the Core Technical Team to determine the locations of potential hot spot intersections or areas that can be analyzed for this study. Each hot spot will be reviewed and analyzed in terms of safety, crash causal factors, operational performance and geometrical design. This effort could include a peak hour (AM or PM) traffic count for the subject intersection. Recommendations for each intersection will have its own mapping developed to describe geometric, pavement/signing, or other recommendations for improving traffic and safety conditions. Recommendations for these areas should be incorporated into the overall network-level recommendations in the study area as appropriate.

## **6. Transit Element**

The consultant should review recommendations that will come from the multiple studies underway for the approved Wake Transit Plan implementation process and focus on transit needs beyond the ten years covered by the Wake Transit Plan. The consultant should consider evaluating multiple types of transit service, going beyond just circulator service, to evaluate when the area will be ready for local bus service and the types of streets that should have transit accommodations on them. The consultant should identify potential transit hub characteristics and recommend development policies that optimize their use by all modes, and recommend appropriate land use or other policy guidance that will allow local implementation of those recommendations in the study area.

## **7. Bicycle / Pedestrian Element**

The consultant should evaluate locally adopted, or under-development bicycle or pedestrian plans, as well as the 2045 MTP for appropriateness in current conditions. The analysis should include recommendations for on-road and off-road bicycle infrastructure as well as pedestrian infrastructure. Recommendation priorities should focus on interjurisdictional and regional connections. The consultant should evaluate recommendations from the original Southwest Area Study for current appropriateness. The consultant should review all on-road bicycle and pedestrian recommendations from the perspective of NCDOT's WalkBikeNC, which is North Carolina's Bicycle and Pedestrian Plan that was

adopted by the NCDOT Board of Transportation in December 2013. Implementation recommendations should include costs, policy guidance (particularly with regard to Complete Streets), and best practices for maximizing the bicycle and pedestrian networks in the southwest area; particularly around elementary, middle, and high schools; as well as other educational facilities.

## **8. Rail Crossing Evaluations**

The Consultant will evaluate the rail crossings in the study area associated with the CSX Railroad line and Norfolk-Southern Railroad line. The rail crossing evaluations will initially consist of two parts: accessing information collected and provided by the NCDOT Rail Division, and a field examination. The consultant will collect information from the NCDOT database for each crossing such as the number of trains and school buses at each location; accidents per year; sight distance factor; and type of protection already in place. The Consultant will narrow down the priority rail crossings (top ten) based on the exposure index (# of cars/# of trains) for each location. The evaluation will also include the crossing's significance to the overall area road network. It is assumed that the study recommendations will focus on major road/rail crossings. The Consultant will conduct a field review to validate this information, determine causational factors to safety problems and identify design issues. Recommendations for improvements will be noted for each location. Safety conditions and remedies may include the typical gates, longer gate arms, four-quadrant gates, signage, and markings to improve visibility. Non-traditional implementation efforts might suggest median dividers (either raised or painted), low-boy audio-visual warning devices, non-traditional "LOOK" signage, channelization fencing for pedestrian crossings, or pedestrian gate arms. The final deliverable will be section write-up in the project workbook.

In addition to the safety elements at existing rail crossings, the consultant will review the existing operations of the rail through downtown Apex and consider opportunities, recommendations and impacts for removing the train yard from downtown Apex.

## **9. Public Engagement**

The consultant should propose a creative and effective public involvement approach that includes strategies to address the need for active public engagement in the area plan. The public involvement approach must incorporate coordination among planning staff, managers, and elected officials across municipal boundaries, as well as target commuters who use area corridors but cannot be reached through traditional municipal planning efforts. Additionally, the approach should include strategies for coordinating and leveraging other planning activities underway in the study area.

## **10. Website Development**

The consultant will create a comprehensive and publicly-accessible website that is kept updated with all pertinent project information and data, including a calendar of meetings. The website will house technical information gathered and compiled for the study as well as updates, progress reports, and other relevant Study information. This website will also be linked to the website of the MPO

## **11. Develop Performance Standards and Implementation Strategies**

Based on input from the public input workshops, the consultant's research, and from the CTT and SOT, the consultant will develop a set of performance standards for the corridor and alternative strategies for achieving those performance levels. Also to be included are implementation steps for each strategy. The performance standards will serve as benchmarks against which requests for development and transportation improvements can be measured. The strategies will consist of a variety of techniques with suggestions for implementation along the various segments of the corridor.

## **12. Deliverables**

Deliverables expected from this study include:

- An overall long-term vision for growth and a multi-modal transportation network that supports that growth vision
- Interim and long-term road improvements, including MTP priorities, cost estimates, and problem statements for those improvements recommended for implementation within 10 years, as well as for projects that are anticipated to be major growth-shapers in the region.
- Functional Designs or comprehensive concept sketches for approximately 10 hotspot areas, as determined over the course of the study
- Interim and long-term transit recommendations, including appropriate transit service types and potential service areas, and transit-supportive policies to be incorporated into local development plans and ordinances. Recommendations should be prioritized and should include reasonable cost estimates.
- Interim and long-term bicycle and pedestrian recommendations, including those addressing mobility, safety, and interconnectivity for the bicycle and pedestrian network.
- A toolkit for use by local governments to incorporate recommended policy changes into local plans and ordinances, and best practices from across the region and state that will assist local implementation of recommendations contained in the plan.

- Documentation of the study process, with focus on documenting the evaluation of transportation alternatives and the public engagement process.
- All applicable GIS data.

### **13. Formulate Implementation Strategy and Plan Report**

The consultant(s) should prepare a report documenting all public involvement received and the responses to it; various transportation alternatives explored during the development of recommendations; planning-level environmental analysis of impacts from recommended projects; and project sheets detailing data, maps, and Problem Statements for each project in each mode. The final report should be in a format that is easily digestible both in hard copy and in digital web format.

### **14. Final Plan Adoption and Agreement**

The consultant, along with staff from the Capital Area MPO will present the Plan Update to both the Capital Area MPO Technical Coordinating Committee and Capital Area MPO Executive Board. The Capital Area MPO and the consultant will present the Area Plan to the MPO's Executive Board for their formal endorsement.

## **PROJECT TIME-FRAME**

The Notice to Proceed is expected by Mid-November, 2017. 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, 2019.

## **ADOPTION AND AGREEMENTS**

The Core Technical Team and the consultant(s) will present final recommendations to each participating local government board, the MPO's TCC and TAC, NCDOT and other funding partner boards/staff as appropriate. All funding partner agencies will consider endorsement of the study recommendations as applicable.

## PARTICIPATING AND SUPPORTING JURISDICTIONS/AGENCIES

Core Technical Team	Stakeholder Oversight Team
Capital Area MPO	All Core Technical Team agencies/organizations
Town of Angier	DENR
Town of Apex	Duke Energy
Harnett County	Fayetteville Area MPO
NCDOT TPB	GoRaleigh
NCDOT Division 5	Wake TRACS
NCDOT Division 6	GoTriangle
Town of Holly Springs	Harnett County
Wake County	Harnett County Public School System
	Harnett County Transit
	Mid-Carolina RPO
	NCDOT Rail Division
	Wake County Public School System

### PROJECT BUDGET

The MPO has budgeted a total of \$350,000 for this study, of which \$150,000 is programmed in the Unified Planning Work Program for FY 2018 and \$200,000 is anticipated to be programmed in the Unified Planning Work Program for FY 2019. Proposals submitted should only contain work which can be completed within the specified project budget.

### GENERAL PROJECT ACTIVITIES AND SCHEDULE

General consultant responsibilities include data collection and analysis, utilizing the Triangle Regional Model, microsimulation, mapping, research, public involvement and outreach, technical analysis, report writing, presentations, meeting facilitation, and formatting and publication of printed and digital documents. 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 assistance with 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. The consultant or team of consultants should propose a detailed timeline of activities associated with the planning process and deliverables

The consultant will prepare a detailed work program at the beginning of the project. The consultant or team of consultants should propose a detailed timeline of activities associated with the planning process and deliverables. A notice to proceed is anticipated by Mid-November, 2017, and final report documentation and presentations are expected to be complete by June 30, 2019.

## PROJECT PROPOSALS

Proposals of no more than 20 pages in length, numbered 1 through 20, plus a one-page cover letter may be submitted no later than **3:00 p.m. on September 11, 2017** with **three (3) hard copies, and one (1) digital copy in a PDF format** that will accommodate comments, labeled “Southwest Area Study” to the contact person listed below. 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 public 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 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 mid-November 2017. Include proposed organizational chart that clearly identifies task leads.
4. *General Experience Summary*: The summary will need to emphasize the team’s experience with conducting successful multi-modal transportation planning efforts, land use policy analysis, and meaningful public engagement. This section should include an overview of directly related project experience of key project personnel.
5. *Firm Overview*: General description of lead consultant firm and any proposed sub-consultant firm(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*: Any interested respondent must be a registered vendor with the City of Raleigh and the NC Department of Transportation prior to executing a contract with the MPO. If available, vendor identification numbers for both organizations should be provided in this section. If not available, the respondent must indicate its willingness

to become a registered vendor with the City of Raleigh and NCDOT prior to execution of a contract.

## **EVALUATION PROCESS**

Proposals submitted will be evaluated by the a selection committee comprised of some Core Technical Team members. 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**
  - Previous experience of proposed Project Manager with regional and/or multi-jurisdictional studies
  - Technical skills and expertise of key team members
  - Relevant prior experience of key team members in dealing with transportation issues
  - Demonstrated ability to successfully conduct thorough analysis on complex transportation mobility and safety issues, and objectively present feasible options and recommendations on associated issues
  - Demonstrated ability to implement a successful public 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

An interview phase may or may not be a part of selection for this project. 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
- Proposal Creativity
- 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 particular respondent are provided through the project website by 5:00 p.m. on August 31, 2017. 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 MPO will not accept faxed or emailed information as a valid submission in response to the RFP. The successful firm must enter into a contract with 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 of 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 it is in the best interest of the Capital Area MPO to do so.

Attachment A includes additional required contractual provisions and E-verify affidavit, and City of Raleigh Federal Requirements, all applicable in the instance of entering into a contract with the MPO.

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.

## **M/W/DBE GOAL**

The City of Raleigh, as Lead Planning Agency for the MPO, 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.**

## **CONTACT INFORMATION**

Questions regarding this RFP must be received no later than 12 p.m. on August 31, 2017 (emailed to [Kenneth.Withrow@campo-nc.us](mailto:Kenneth.Withrow@campo-nc.us) or faxed to (919) 996-1728 are acceptable; no phone calls). Based on questions received, the project manager will provide clarification or further information through the MPO's website ([www.campo-nc.us](http://www.campo-nc.us)), if needed. **All Proposals in response to this RFP must be received no later than 3:30 p.m. on Wednesday, September**

**13, 2017**. Proposals received after this time, or not containing all required elements, will not be considered for this project. Earlier postmarks will not suffice.

**Please forward completed Proposals no later than 3:30 p.m. on September 13, 2017 to:**

Kenneth Withrow, AICP  
Capital Area MPO  
One City Plaza

421 Fayetteville Street, Suite 203  
Raleigh, NC 27601

# **ATTACHMENT A:**

## **Required Capital Area MPO Contract Provisions**

NORTH CAROLINA

WAKE COUNTY

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:

Contractor:

Attn:

Attn:

Capital Area MPO

421 Fayetteville Street, Suite 203

Raleigh, NC 27601

Telephone: 919-996-4400

Telephone:

Email:

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:**

**City of Raleigh**  
**Post Office Box 590**

**and**

**CAMPO**  
**421 Fayetteville Street, Suite 203**

**Raleigh, NC 27602-0590**

**Raleigh, NC 27601**

**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 contractors 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.

## 20. 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.

## 21 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.

## 22 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

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.

## City of Raleigh (COR) Federal Requirements

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.

### **Definition**

**Firm** means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity

### ***Age Discrimination Act of 1975***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (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.

### ***Americans with Disabilities Act of 1990***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, 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).

### ***Byrd Anti-Lobbying Amendment***

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.

### ***Civil Rights Act of 1964 – Title VI***

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.

### ***Civil Rights Act of 1968***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, 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).

## City of Raleigh (COR) Federal Requirements

### **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 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**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

### **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

## City of Raleigh (COR) Federal Requirements

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***

*In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.*

### **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

*Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### **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.