



Request for Proposals

“Southwest Area Study FY 2010-2011”

Proposal Number CAMPO 2010-02



SOUTHWEST AREA STUDY

Capital Area Metropolitan Planning Organization
City of Raleigh
September 27, 2010

Schedule of Events for Proposal Southwest Area Study FY 2010-2011 Proposal Number CAMPO 2010-02

<u>ACTION</u>	<u>DATE</u>
Advertise for Proposals	September 27, 2010
Pre-proposal Conference CAMPO Conference Room A, 2:00 p.m.	October 12, 2010
Proposals Due Deliver by 3:00 p.m. EST to: Capital Area MPO 127 W. Hargett St, Suite 800 Raleigh, NC 27601	October 22, 2010
Proposal Opening CAMPO Conference Room B, 9:00 a.m.	October 25, 2010
Candidate Interviews CAMPO Conference Room B	November 8-10, 2010
Negotiated Contract Signed by Consultant	November 19, 2010
Contract Approval Process	November - February, 2010
Anticipated Contract Award	February 1, 2010
Anticipated Notice to Proceed	February 4, 2010

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**CITY OF RALEIGH
GENERAL SPECIFICATIONS**

OBJECTIONS TO SPECIFICATIONS

It is not the intent of these specifications to exclude any one Proposer. If there is an objection to any of the specifications as listed, the Proposer must notify in writing the City of Raleigh, CAMPO Administrator no later than five (5) working days prior to the Proposal opening. If a pre-Proposal meeting has been scheduled, any objections must be presented in writing at that time. The objections contemplated must pertain both to form and substance of the proposal documents. **Failure to object in accordance with the above procedure shall constitute a waiver on the part of the Proposer to protest the solicitation.** All concerns, questions, clarifications, or other correspondence must be directed only to the City of Raleigh, CAMPO Administrator. Information obtained from other sources will not be considered in the evaluation and award of this Proposal.

All objections or request for changes in the Scope of Work will be evaluated promptly and all potential Proposers will be notified of any changes to the specifications or other approvals in the form of an addendum.

EXCEPTIONS TAKEN TO SPECIFICATIONS

Proposers must note clearly any and all exceptions taken to the specifications. The specifications were not written to intentionally eliminate any one Proposer, but to be used as a guide for the quality of the work requested. The City reserves the right to reject any and all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the City of Raleigh.

PROPOSAL CONTRACT EXTENSION

The City of Raleigh reserves the right to extend all Proposal contracts for a period up to two (2) additional years from the date of the award of the original contract if agreed upon in writing by the contract vendor. The extensions may be for an additional time period as agreed.

CITY OF RALEIGH

INSTRUCTIONS TO PROPOSERS

PURPOSE:

The purpose of this document is to provide general and specific information for the use by vendors in submitting a Proposal to supply the City of Raleigh with the services outline in the Scope of Work. Some Proposals are governed by Section 143-129, et. seq. of the North Carolina General Statutes.

HOW TO PREPARE PROPOSAL:

Proposers are encouraged to review carefully all provisions and attachments of this document prior to completion. Each Proposal constitutes an offer and may not be withdrawn except as provided herein.

1. All Proposals shall be typewritten, signed by the vendor or his authorized representative, with all erasures or corrections initialed and dated by the official signing of the proposal.
2. All Proposals must be signed by an authorized official of the firm. A Proposal may be rejected if it shows omissions, alterations of form, additions not called for, conditional Proposal, or any irregularities.
3. The Non-Discrimination Clause that appears herein is a condition of the Proposal and must be signed by the successful Proposer.
4. **INFORMATION:** Questions concerning the Proposal requirements or specifications should be directed to the **City of Raleigh, Capital Area Metropolitan Planning Organization (CAMPO), 127 West Hargett Street, Suite 800, Raleigh, NC 27601 or by calling 919-996-4400.** All changes in specifications will be made in writing in the form of an addendum. Addenda will be furnished to all invited Proposers and others requesting a copy of the Request for Proposal document. **VERBAL INFORMATION OBTAINED OTHERWISE WILL NOT BE CONSIDERED IN THE AWARD OF PROPOSAL.** No changes to specifications will be permitted within five (5) working days prior to the Proposal opening.

HOW TO SUBMIT PROPOSAL:

All Proposals shall:

- (a) Be submitted in a sealed opaque envelope, plainly marked with the Proposal number and name of project as listed above. Return mailing labels may be enclosed to assist this information.
- (b) Include ten (10) hard copies of the proposal package, and one (1) electronic copy on CD.
- (c) Be Mailed or Delivered as follows in sufficient time to ensure receipt by the CAMPO Administrator on or before **3:00 p.m.** on the date specified in the Request for Proposals. Proposals not received by the time and date specified will not be opened or considered, unless the delay is a result of the negligence of the City of Raleigh, its agents, or assigns.

Mailing Address: City of Raleigh
Capital Area MPO
127 West Hargett Street, Suite 800
Raleigh, NC 27601

Delivery Address: North Carolina Capital Area Metropolitan Planning Organization
127 West Hargett Street, Suite 800
Raleigh, NC 27601

PROPOSAL OPENING:

1. All Proposals will be opened and read at the time and place shown on **Page 2**, "Schedule of Events for Proposal". No official award will be made at the Proposal Opening. All Proposers are welcomed at the Proposal Opening. **LATE PROPOSALS WILL NOT BE OPENED.**
2. Proposers may not review or request copies of Proposal at the Proposal Opening. A time must be scheduled to meet with the CAMPO Administrator for this purpose.
3. Proposal will be examined by the CAMPO Administrator promptly after the opening and an award made at the earliest possible date. No Proposal may be withdrawn after Proposal Opening.

AWARD OF PROPOSAL

Standard for Acceptance of Proposal for Award Contract: The City reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the City.

The CAMPO Administrator will notify the Finance Director and the City Manager of the Proposal results and recommend a Proposer for award. The City Manager will present the Proposal results to the City Council for an official award. The City Council typically meets the 1st and 3rd Tuesday of each month.

SUBMITTING AN OBJECTION

Objections from Proposers to the invitation to submit a proposal and/or these specifications should be brought to the attention of the CAMPO Administrator in the following manner.

1. When a Pre-Proposal conference is scheduled, Proposers should present their objections in writing at that time. An addendum will be sent to all invited Proposers or others requesting any changes to the specifications.
2. When a Pre-Proposal conference is not scheduled, the Proposers should object in writing at least five (5) days prior to the opening of the Proposals.
3. The objection contemplated must pertain both to form and substance of the Proposal documents. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the vendor to protest the solicitation.

FAILURE TO SUBMIT PROPOSAL

If the Proposal is not submitted, Proposer should return a "NO PROPOSAL RESPONSE" sheet, stating the reasons therefore, and indicate whether the business should be retained or removed from the City's Proposers list.

ERRORS IN PROPOSAL

Proposers or their authorized representatives are expected to understand the conditions, requirements and specifications before submitting Proposal. Failure to do so will be at the Proposers owns risk.

ALTERNATE PROPOSAL

DO NOT submit alternate Proposal unless called for in the Request for Proposals. When alternate Proposals are requested, the Proposer must submit documentation as a part of the Proposal to show that the product is comparable to the item(s) referred to in the specifications.

**CITY OF RALEIGH
TERMS AND CONDITIONS**

The below terms and conditions apply to all purchases made by the City of Raleigh and must be considered as part of the Proposal.

1.IMPORTANT: All invoices and packages must bear the Purchase Order Number on the outside of the package or shipping container(s).
2.Mail or deliver all invoices to Richard Epps, CAMPO Grants Administrator, North Carolina Capital Area MPO, 127 West Hargett Street, Suite 800, Raleigh, North Carolina, 27601.
3.Invoices for partial deliveries must be indicated as such.
4.The vendor must provide separate invoices for each Purchase Order number.
5.North Carolina State Sales Tax, Wake County Sales Tax, and Wake County Prepared Meals and Hotel Room Taxes: These taxes must be invoiced to the City for payment.
6.The City of Raleigh is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item. Tax Exemption Certificates will be furnished upon request.
7.The City of Raleigh will not be responsible for any goods or services delivered without a purchase order having been issued.
8.The conditions of this order cannot be modified except by written amendment in the form of "Corrected Purchase Order," which has been approved by the City of Raleigh's CAMPO Administrator.
9.In the event of a vendor's failure to deliver or perform as specified, the City reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The vendor agrees that the City may charge the vendor with all reasonable losses or expenses sustained as a result of such failure to deliver or perform.
10.In case of default of the Proposer, the City may procure the services from other sources and charge the Proposer damages for any excess costs or other damages caused by the default.
11.It is agreed that the services provided shall comply with all Federal, State or local laws, and that the vendor shall defend actions or claims brought, and save harmless the City, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.
12.The City may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous customer, practice or course of dealing to the contrary. Acceptance of the Scope of Work includes acceptance of all terms, conditions, and specifications as shown on this order or attached to and made a part of this order.

SALES TAX EXPENDITURES ON CITY OF RALEIGH CONTRACTS

1. The following procedure in handling the North Carolina Sales Tax is applicable to this project. Proposers shall comply fully with the requirements outlined hereinafter, in order that the owner may recover the amount of the tax permitted under the law.
2. (a) It shall be the Proposer's responsibility to furnish documentary evidence showing the sales tax paid by the Proposer and each of his Subproposers.

(b) The documentary evidence shall consist of a certified statement, by the general Proposer and each of his Subproposers individually, showing total sales taxes paid each vendor. The certified statement must show the invoice number, or numbers, covered and inclusive dates of such invoices.
3. The Proposer or Proposers to whom an award is made on this project will be required to follow the procedure outlined above.
4. The Proposer is advised that all requests for payment, partial or final, for work completed under this contract must include a sales tax report submitted in accordance with the procedures outlined above.

INSURANCE REQUIREMENTS

The City of Raleigh requires all contracting parties to carry general liability insurance of a minimum of \$100,000 per person or \$300,000 per incident. In addition, contractors must either carry Workers Compensation insurance coverage or by additional special agreement, legally indemnify the City from any responsibility for any such claims arising directly or indirectly from their activities. The Proposer shall furnish the following along with Contract Documents sent to the City for execution:

- A. Certificates of Insurance in companies doing business in North Carolina and acceptable to the City covering Comprehensive Liability Insurance
- B. Certificates of Insurance must be executed in accordance with the following provisions:
 1. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this Contract;
 2. Certificates to contain the location and operations to which the insurance applies;
 3. Certificates are to be issued to: City of Raleigh
127 West Hargett Street, Suite 800
Raleigh, NC 27601
- C. The Proposer shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subproposers who are engaged in this work.

PROPOSER RESPONSIBILITY

The Proposer shall provide to the City a Project Schedule Timeline containing a breakdown of all the major work elements and when they will be completed. This shall be provided to the City prior to commencing work.

The Proposer shall be responsible for all layout work needed to properly execute this project.

1.0 SOLICITATION, OFFER, AND AWARD

1.1 SCOPE

PROPOSAL NO: CAMPO 2010-02

DUE DATE: October 22, 2010

PROCURING AGENCY: City of Raleigh
127 W. Hargett Street, Suite 800
Raleigh, NC 27601

The contract awarded hereunder shall be for **Southwest Area Study FY 2010-2011** in accordance with the terms and conditions set forth below. The contract shall be a firm, lump-sum contract. The proposed cost estimate shall include costs for all design, geotechnical surveys, architectural services, engineering services, and all other work necessary to fully and timely complete the planning study in accordance with the Contract Documents. The estimate shall also include all job site and home office overhead, number of man hours and hourly rates for each member of the project team, and profit, it being understood that payment of that amount will be full, complete, and final compensation for the work required to complete the study.

1.2 CONTRACT DOCUMENTS

Any contract resulting from this solicitation shall include the following, which are incorporated herein:

- a. Part 1.0 -- Solicitation, Offer & Award
- b. Part 2.0 -- Contractual Provisions
- c. Part 2.A -- Required Certifications, Forms, and/or Reports
- d. Part 3.0 -- Technical Specifications and Scope of Work

Addenda - As issued.

1.3 DEFINITIONS

The following are definitions of special terms used in this document.

- a. Procuring Agency - The City of Raleigh.
- b. Contracting Officer - The person who is executing this contract on behalf of the Procuring Agency and who has complete and final authority except as limited herein.
- c. Proposer - The successful Proposer who is awarded a contract for the **Southwest Area Study FY2010-2011** described in the contract documents.
- d. Authorized Signee - The person who is executing this contract on behalf of the Proposer and who is authorized to bind the Proposer.
- e. Supplier - Any manufacturer, company, or agency providing units, components, or subassemblies for inclusion in the execution of this project. Supplier items shall require qualification by type and acceptance tests.
- f. Work - Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the contract and necessary to the completion thereof.

1.4 PROPOSAL REQUIREMENTS

Sealed Proposal in original and ten (10) copies plus one (1) electronic copy will be received until **3:00 p.m.** on the date shown on Page 2, "Schedule of Events for Proposal", at the office of the CAMPO Project Administrator, 127 W. Hargett St, Suite 800, Raleigh, NC 27601, local time, for Southwest Area Planning Study FY 2010-2011. An early postmark will not suffice. Proposer should allow ample time for postal delivery.

1.5 HOURLY RATE SCHEDULE

a. The Procuring Agency is exempt from the Federal Excise and Transportation Tax.

1.6 SCHEDULE FOR COMPLETION OF PROJECT

The project shall be completed and all invoices submitted for payment by June 30, 2012.

1.7 PAYMENT SCHEDULE

Invoices for 2011 are due quarterly **BY** March 5, June 5, September 5, and December 5, 2011, and invoices for 2012 are due quarterly **BY** March 5, and June 5, 2012. The Procuring Agency shall make payment in full within 30 days after receipt of quarterly invoices. After contract is awarded, forms will be provided for quarterly reporting.

Proposer's invoices for the **Southwest Area Study FY 2010-2011** shall be submitted to the following address:

Richard Epps, CAMPO Grants Administrator
NC Capital Area Metropolitan Planning Organization
127 West Hargett Street, Suite 800
Raleigh, North Carolina 27601

Each invoice is **REQUIRED TO INCLUDE:**

Name of Project
Contract number
Purchase Order number
Unit and total prices by line activity
Gantt chart showing progress of tasks and work completed
Copies of all monthly reports applicable to that quarter
Total invoice amount

1.8 QUALIFICATIONS FOR AWARD

Award of this contract shall be made to the Proposer for the **Southwest Area Study FY 2010-2011** provided the Proposal is responsive in all respects to requirements. The Proposer must be a person, firm, or corporation that:

1. Has adequate resources to assure completion of all task activities within the time specified under this contract;
2. Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problem that may arise during the completion of the project; and
3. Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.
4. Pre-Award Survey - To permit the Procuring Agency to make its exclusive judgment as to whether a Proposer is responsible and capable of completing the contract. Proposer shall submit with their Proposal:
 - (a) A list of properties in the United States to which Proposer has completed a similar type of contract in the last sixty (60) months.
 - (b) Verification that adequate personnel are available to handle any production problems and provide required service after completion of contract.

(c) A complete set of the Proposer's technical publications related to the proposed contract.

The Procuring Agency shall have the right to conduct a pre-award survey of each Proposer.

The above information must be submitted to the Procuring Agency for review and analysis at the time of the opening of the Proposal. Failure to submit the proper documentation, as stated within this specification, shall cause the Proposer to be regarded as non-responsive.

1.9 PROPOSAL EVALUATION PROCEDURES (all contracts; includes Pre-Proposal, Pre-Award, and Post-Award Protest Procedures)

This section establishes procedures for Proposers to seek clarification or review of the Technical Specifications and Scope of Work, evaluation procedures and addenda. The Proposal should include: One example of previous experience with similar projects or tasks undertaken by members of the project team within the past twenty-four (24) months, with one contact person and current telephone number for each example; organization chart of the project team and one-page resumes of each member of the project team; percent of the project to be completed in the Proposer's local office; and hours per work task for the various positions should be applied to the Proposer's mix of positions on the project team including: Multi-Modal Transportation Planning, Transportation Engineering, Land Use Planning / Urban Design, Intelligent Transportation Systems (ITS) Planning and Deployment, Public Involvement, Project Oversight, and Clerical / Administrative Support. Evaluation criteria will include the review of the proposals received that meet the minimum requirements contained in this Request for Proposals, and they will be evaluated and ranked according to the evaluation criteria as follows:

- Understanding of Scope of Work (30%)
- Experience and qualifications of project team (20%)
- Availability of project team (20%)
- Client Satisfaction (20%)
- Innovation (10%)

Absent any request for clarification or review of the Technical Specifications and Scope of Work, evaluation procedures, or addenda, the interpretation of the Procuring Agency on the Proposal documents shall be final and controlling. Any protest shall include: name of protestor; solicitation/proposal number or description, and statement of grounds for protest. Any protest shall be mailed or hand delivered to:

Mailing Address Ed Johnson
North Carolina Capital Area Metropolitan Planning Organization
127 West Hargett Street, Suite 800
Raleigh, NC 27601

Physical Address Ed Johnson
North Carolina Capital Area Metropolitan Planning Organization
127 West Hargett Street, Suite 800
Raleigh, NC 27601

(1) PRE-PROPOSAL PROTEST - Requests for approved equals, clarification of specifications, and protest of specifications must be received by the Procuring Agency, in writing, not less than fourteen (14) days before the Proposal due date to follow analysis of the request. Any request for an approved equal or protest of the specifications must be fully supported with information, specifications and illustrations or other pertinent information as evidence that the substitute offered is equal to or better than the specifications requirement. Where an approved equal is requested, the Proposer must demonstrate the quality of his product to the Procuring Agency and must furnish sufficient information to enable the Procuring Agency to determine whether the Proposer's service is or is not equal to that specified. The Procuring Agency shall consider requests and take one of the following actions:

- (a) Reject the request because the proposed service does not meet the requirements of the Procuring Agency; or

- (b) Approve the request and allow the Proposer to supply the proposed services as requested; or
- (c) Require the Proposer to supply additional information relating to the services in order to make a proper determination concerning changes.

Replies to requests for changes will be postmarked at least seven (7) days before the Proposal due date.

A notice of requests for changes shall be furnished to all parties receiving specifications so that all Proposers may include in their Proposal accordingly.

(2) PRE-AWARD PROTEST - A Pre-Award Protest must be received by the Procuring Agency, in writing, not less than seven (7) days before the Proposal due date to allow analysis of the request. Any protest must be fully supported with documentation. The Procuring Agency shall consider protests and take one of the following actions:

- (a) Reject the protest because requirements of the Procuring Agency are not being met; or
- (b) Approve protest; or
- (c) Require the Proposer to supply additional information relating to the protest in order to make a proper determination.

(3) POST-AWARD PROTEST - A Post-Award Protest must be received by the Procuring Agency, in writing, not less than five (5) days after the due date of the solicitation. Any protest must be fully supported with documentation. The Procuring Agency shall consider protests and take one of the following actions:

- (a) Reject the protest because requirements of the Procuring Agency are not being met; or
- (b) Approve protest; or
- (c) Require the Proposer to supply additional information relating to the protest in order to make a proper determination.

(4) Appeals of decisions regarding Pre-Proposal, Pre-Award, or Post-Award Protests shall be submitted in writing to the Procuring Agency not later than three (3) days from the date of the response of the Procuring Agency. The appeal shall, at a minimum, identify the decision in question, specify all reasons why the appealing party disagrees with the decision, and shall include all facts and justification, including technical information, in support of its position. The Procuring Agency may request additional information from the appealing party which shall be submitted in writing to the Procuring Agency not later than five (5) working days following receipt of the request for information.

Appeals will be decided on the basis of the written appeal, information and written responses submitted by the appealing party, and information submitted by other Proposers. All parties shall make written submissions as complete as possible. Failure of any party to timely respond to a request for information may be construed that such party does not wish to participate in the proceeding, does not contest the matter, or does not desire to submit a response. In such event, the appeal will proceed and will not be delayed due to a lack of a response.

(5) Upon receipt and review of written submissions and any independent investigation as deemed appropriate, the Procuring Agency shall either:

- ◆ Render a decision which shall be final and advise all interested parties of same in writing; or,
- ◆ At the discretion of the Procuring Agency, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions, facts, documents, justification, and technical information in support thereof.

Following the informal hearing, the Procuring Agency shall render a decision which shall be final and advise all interested parties thereof in writing. Parties dissatisfied with the final decision of the Procuring Agency, whether following review of the written submission or informal hearing, may utilize the appeal procedure set forth in FTA Circular 4220.1D.

1.10 PROPOSAL PREPARATION

Proposers are required to submit their responses sealed and properly identified as follows:

A sealed envelope containing Proposal information shall contain on the outside the name, address, and phone number of Proposer and be clearly marked "**Southwest Area Study FY 2010-2011**".

All Proposals must be typewritten. The Proposal must be executed personally by the Proposer or, if executed by an agent, a power of attorney or other, evidence of his authority to act on behalf of the Proposer should be sent with the Proposal. If the Proposer is a corporation, the Proposal must be executed under the corporate seal by some duly authorized officer of the corporation other than the person(s) signing the Proposal. By execution of the Proposal, the Proposer accepts all general and special conditions of the contract and the specifications.

- a. Required Submissions – Required submissions for certifications, forms, and/or reports are included in Section 2.A of this document.
- b. Errors in Proposal - If an error is made on a Proposal, the Proposer may request the Proposal be withdrawn. The request **MUST** be made before the contract is awarded and within 72 hours after the Proposals are opened. The Proposer who makes this request cannot receive the contract, even on readvertisement.

1.11 PROPOSAL POSTPONEMENT AND AMENDMENT

The Procuring Agency reserves the right to revise or amend the specifications up to the time set for submittal of Proposal. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective Proposers. If the revisions and amendments require changes in the Scope of Work, the date set for opening Proposals may be postponed by such number of days as in the opinion of the Procuring Agency shall enable Proposers to revise their Proposal.

1.12 PUBLIC PROPOSAL OPENING

Proposal shall be publicly opened at the time set for opening in this solicitation. The contents of each Proposal shall be made public at this time for the information of Proposers and others interested, who may be present either in person or by representatives. Proposers are invited to be present at the opening of Proposals. After opening, Proposals may be inspected in the office of the CAMPO Administrator.

1.13 PROPOSAL REJECTION

The Procuring Agency reserves the right to accept or reject in whole or in part any Proposal submitted or to waive any informality for the best interest of the Procuring Agency. Conditional Proposal, or those, which take exception to the specifications, will be considered non-responsive and will be rejected.

1.14 PROPOSAL WITHDRAWAL

No Proposal may be withdrawn after Proposal Opening, except as outlined in Section 1.10, above.

1.15 AWARD PROCEDURE

Proposal shall be guaranteed for one hundred and twenty (120) days after the Proposal Opening date to allow for comprehensive evaluation for Proposal. Within one hundred and twenty (120) calendar days after the Proposal Opening, the Contracting Officer shall contact the successful Proposer and negotiate contract documents.

1.16 AMENDMENTS

The Proposer shall acknowledge receipt of all amendments to these documents. Failure to acknowledge receipt of all amendments may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the offer (refer to Section 2.A).

1.17 ENERGY CONSERVATION REQUIREMENTS; 42 U.S.C. 6321 et. seq.; 49 CFR Part 18

The Proposer agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.18 PRIVACY ACT; 5 U.S.C. 552

When files are maintained on drug and alcohol enforcement activities for U. S. DOT, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

The following requirements apply to the Proposer and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

2. The Proposer also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by U. S. DOT.

1.19 FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

1. The Proposer acknowledges that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §, § 3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, " 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the Grant Agreement or Cooperative Agreement, the City of Raleigh certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may be applicable, the Proposer also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Proposer to the extent the Feral Government deems appropriate.

2. The Proposer also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the City of Raleigh the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(l), to the extent the Federal Government deems appropriate.

1.20 ACCESS TO RECORDS AND REPORTS; 49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Proposer agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Proposer also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Proposer access to Proposer's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Proposer agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Proposer, access to the Proposer's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Proposer agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive Proposal, the Proposer shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Proposer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Proposer agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Proposer agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. U.S. DOT does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Professional Services
<u>I State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	None None unless non-competitive award
<u>II Non State Grantees</u>	

a. Contracts below SAT (\$100,000)	Yes
b. Contracts above \$100,000/Capital Projects	Yes

1.21 FEDERAL CHANGES; 49 CFR Part 18

Proposer shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (7) dated October, 2000) between Purchaser and FTA , as they may be amended or promulgated from time to time during the term of this contract. Proposer's failure to so comply shall constitute a material breach of this contract.

1.22 CIVIL RIGHTS REQUIREMENTS; 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et. seq.

Civil Rights - The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Proposer agrees to comply with applicable Federal implementing regulations and other implementing requirements U. S. DOT may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Proposer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et. seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Proposer agrees to comply with any implementing requirements U. S. DOT may issue.
 - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer agrees to comply with any implementing requirements U. S. DOT may issue.
 - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to

Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Proposer agrees to comply with any implementing requirements U. S. DOT may issue.

3. The Proposer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.23 INCORPORATION OF FEDERAL TERMS; FTA Circular 4220.1D

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Proposer shall not perform any act, fail to perform any act, or refuse to comply with any City of Raleigh requests which would cause City of Raleigh to be in violation of the FTA terms and conditions.

2.0 CONTRACTUAL PROVISIONS

2.1 REQUIRED CLAUSES

The Proposer shall comply with the following clauses required by the Federal Transit Administration and/or the Procuring Agency.

2.2 PROPOSER CHANGES

Any proposed change in this contract shall be submitted to the CAMPO Administrator for its prior approval.

2.3 FLY AMERICA REQUIREMENTS; 49 U.S.C. § 40118; 41 CFR Part 301-10

The Proposer agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their Proposers are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Proposer shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Proposer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2.4 REPORTING, RECORD RETENTION, AND ACCESS

A. Reports

(1) General Requirements – the Proposer will provide to the Procuring Agency those reports required by U. S. DOT.

(2) Format Requirements – all reports and other documents or information intended for public availability developed under the Project and required to be submitted to the Procuring Agency in the format specified.

(a) Record Retention – during the course of the Project and for five years thereafter, the Proposer will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Project as the Procuring Agency may require.

(b) Access to Records – upon request, the Proposer is required to permit an inspection of all Project work, materials, payrolls and other data, and to audit the books, records, and accounts of the Proposer and any Subproposers pertaining to the Project.

(c) Project Closeout – records must be retained for all required records by the Proposer and any Subproposers for five (5) years after Procuring Agency makes final payments and all other pending matters are closed.

2.5 EQUAL EMPLOYMENT OPPORTUNITY

In implementing this contract, the Proposer may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer shall insert the foregoing provision (modified only to show the particular contractual relationship) in all its third party contracts for contract implementation, except contracts for standard commercial supplies or raw materials and construction contracts, and shall require all such Proposers to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

2.6 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Policy - It is the policy of the Department of Transportation that small and disadvantaged businesses defined in 49 C.F.R. Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 23, as amended, will be included in all contract documents.

DBE Obligation - The Procuring Agency, or its Proposer, agrees to ensure that small and disadvantaged businesses, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with DOT funds provided under this agreement. In this regard, the Procuring Agency or its Proposers shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23 to ensure the DBEs have the maximum opportunity to compete for and perform contracts. The Procuring Agency and its Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

The Proposer agrees to include the following clause in all agreements between the Proposer and Subproposers and in all third party contracts assisted by the Federal Transit Administration (FTA) between the Proposer and Subproposer and third party Proposers:

“The (Proposer, Subproposer, or Subrecipient) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (Contract or Agreement). The requirements of 49 C.F.R. Part 23 and the Procuring Agency's U.S. DOT approved Disadvantaged Business Enterprise (DBE) Program are incorporated in this (Contract or Agreement) by reference. Failure by the (Proposer, Subproposer, or Subrecipient) to carry out these requirements is a material breach of the (Contract or Agreement), which may result in the termination of this (Contract or Agreement) or such other remedy as the Procuring Agency deems appropriate.”

2.7 ADA

The Proposer and any Subproposers agree to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Proposer also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et. seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, the Proposer agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
6. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically handicapped," 41 C.F.R. Part 101-19;

7. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
10. Any implementing requirements the Federal Government may issue.

2.8 TERMINATION OF CONTRACT FOR CONVENIENCE

The Procuring Agency in accordance with this clause in whole may terminate the performance of work under this contract, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Procuring Agency. Any such termination shall be effected by delivery to the Proposer of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Proposer shall: stop work under the contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Procuring Agency in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Proposer under the orders and subcontracts so terminated, in which case the Procuring Agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to the Procuring Agency and deliver in the manner, at the times, and to the extent, if any, directed by Contracting Officer the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the Procuring Agency; use its best efforts to sell, in the manner at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided. However, that the Proposer shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Procuring Agency to the Proposer under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct; complete performance of such part of work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this contract which is in the possession of the Proposer and in which the Procuring Agency has or may acquire an interest.

Settlement of any claims by the Proposer under this termination for convenience clause shall be in accordance with the provisions set forth in Federal Procurement (FPR) 1-8.701 (c), (d), (e), (f), (g), (h) (i) (j), and (k) except that wherever the word "Government" appears it shall be deleted and the word "Procuring Agency" shall be substituted in lieu thereof.

2.8.1 TERMINATION OF CONTRACT FOR DEFAULT

The Procuring Agency may, by written notice of default to the Proposer, terminate the whole or any part of the contract if the Proposer fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof, or if the Proposer fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in

accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

If the contract is terminated in whole or in part for default, the Procuring Agency may procure, upon such terms and in such manner, as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Proposer shall be liable to the Procuring Agency for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of Subproposers, the Proposer shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Proposer. If the failure to perform is caused by the default of a Subproposer, and if such default arises out of causes beyond the control of both the Proposers and Subproposers, and without the fault or negligence of either of them, the Proposer shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subproposer were obtained from other sources in sufficient time to permit the Proposer to meet the required completion schedule.

Payment for completed supplies delivered to and accepted by the Procuring Agency shall be at the contract price. The Procuring Agency may withhold from amount otherwise due the Proposer for such completed supplies such sum as the Contracting Officer determines to be necessary to protect the Procuring Agency against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination for this contract under the provisions of this clause, it is determined for any reason that the Proposer was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Procurement Agency.

The rights and remedies of the Procuring Agency provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law and under this contract.

2.8.2 BREACHES AND DISPUTE RESOLUTIONS OF CONTRACT; 49 CFR Part 18; FTA Circular 4220.1D

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City Manager, City of Raleigh. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Proposer mails or otherwise furnishes a written appeal to the City Manager. In connection with any such appeal, the Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Proposer.

Performance During Dispute - Unless otherwise directed by City of Raleigh, Proposer shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Raleigh and the Proposer arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Raleigh is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Raleigh or Proposer shall constitute a waiver of any right or duty afforded any of them under the Contract,

nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2.9 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

1. The Purchaser and Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Proposer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subproposer who will be subject to its provisions.

2.10 CLEAN AIR; 42 U.S.C. 7401 et. seq.; 40 CFR 15.61; 49 CFR Part 18

1. The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et. seq. . The Proposer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

2.10.1 CLEAN WATER REQUIREMENTS; 33 U.S.C. 1251

1. The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. . The Proposer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

2.11 ENERGY CONSERVATION

The Proposer certifies compliance with FTA 49 C.F.R., par. 18.36(13) which includes mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2.12 PRIVACY

1. The Proposer agrees to comply with the Privacy Act of 1974, 5 U.S.C. § 552a, and regulations thereunder, when performance under the project involved the design, development, or operation of any system of records on individuals to be operated by the Procuring Agency, its third party Proposers, Subproposers, or their employees to accomplish a Government function;
2. The Proposer agrees to notify the Procuring Agency when any of its third party Proposers, Subproposers, or their employees anticipate operating a system of records on behalf of the Government in order to implement the project, if such system contains information about individuals retrievable by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be used in carrying out this project until the necessary and applicable approval and publication requirements have been met. The Proposer, Subproposer, and their employees agree to

correct, maintain, disseminate, and use such records as required by the Act, and to comply with all applicable terms of the Act;

3. The Proposer agrees to include in every subcontract, when the performance of work under the proposed subcontract may involve the design, development, or operation of a system of records on individuals to be operated under that subcontract to accomplish a Government function, a Privacy Act notification informing the Subproposer that it will be required to design, develop, or operate a system of records on individuals to accomplish a Government function subject to the Privacy Act of 1974, 5 U.S.C. § 552a, and Federal agency regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

4. The Proposer agrees to include the text of 2.14 a. through c. of this contract in all subcontracts under which work for this contract is performed or which is awarded pursuant to this contract or which may involve the design, development, or operation of such a system of records on behalf of the Government.

2.13 FEDERAL LAWS AND REGULATIONS

The Proposer understands that Federal laws, regulations, policies, and related administrative practices applicable to this contract on the date the contract was executed may be modified from time to time. The Proposer agrees that the most recent of such Federal requirements will govern the administration of this contract at any particular time, except if there is sufficient evidence in the contract of a contrary intent. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the date the contract has been executed and may apply to this contract. To achieve compliance with changing Federal requirements, the Proposer agrees to include in all subcontracts financed with Government (FTA) assistance, specific notice that Federal requirements may change and the changed requirements will apply to the project as required. All limits or standards set forth in this contract to be observed in the performance of the project are minimum requirements.

2.14 BUY AMERICA

Every contract utilizing FTA assistance must conform with Section 165 of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and Section 1048 of the Intermodal Surface Transportation Efficiency Act of 1991, and FTA regulations, "Buy America Requirements - Surface Transportation Assistance Act of 1982," 49 C.F.R. Part 661 and applicable revisions thereto.

2.15 INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to a share or part of this project or to any benefit therefrom.

2.16 CONFLICT OF INTEREST

Personal Conflict of Interest - No employee, officer, or agent of the grantee shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (1) The employee, officer, or agent,
- (2) Any member of his immediate family,
- (3) His or her partner, or
- (4) An organization, which employs, or is about to employ, has a financial or other interest in the firm selected for award.

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Proposers, potential Proposers, or parties of subcontracts.

No member, officer, or employee of the Public Body or of a local public body during this tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

2.17 DEBARMENT AND SUSPENSION

The Proposer agrees to comply with the requirements of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

The Proposer is responsible for obtaining a certification on debarment and suspension, as noted here, from all Subproposers.

2.18 INSURANCE

The Proposer and Subproposer agree, at a minimum, agrees to comply with the insurance requirements normally imposed by the State and local governments.

2.19 TITLE VI

The Procuring Agency will comply with Title VI of the Civil Rights Act of 1964 and assure the compliance by Proposers and Subproposers under this project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; U.S. DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

2.20 LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et. seq.*] - Proposers who apply or Proposal for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 any 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Raleigh.

2.21 ENVIRONMENTAL PROTECTION (AIR POLLUTION)

To the extent possible, the Procuring Agency will comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §, § 4321 *et. seq.*; Section 14 of the Federal Transit Act, as amended, 49 U.S.C. app. §, § 1610; the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 *et. seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

2.22 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Proposer agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any Proposer, any third party Proposer, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the Proposer and third party Proposer.

2.23 PATENT RIGHTS REQUIREMENTS; 37 CFR Part 401; 49 CFR Parts 18 and 19 (planning, research, development, and documentation projects)

Patent and rights in data requirements ONLY apply to research projects in which the Federal Government finances the project, and the purpose of the grant is the development of a product or information. These

patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Rights In Data-

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Proposer may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Proposer authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Proposer using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Proposer performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Proposer's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Proposer agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Proposer of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished

under that contract. Neither the Purchaser nor the Proposer shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Proposer and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Proposer identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Proposer agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Proposer's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Proposer agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Proposer also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Patent Rights

1. **General** - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Proposer agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Proposer's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Proposer agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

3. The Proposer also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

2.A CONTRACTUAL PROVISIONS

REQUIRED CERTIFICATIONS, REPORTS, AND FORMS

NOTE: For a Proposal to be considered responsive, the certifications, forms, and/or reports in this section MUST be completed and submitted as part of the Proposal package.

2.A.1 ACKNOWLEDGMENT OF ADDENDA

If the Procuring Agency makes any changes in the Scope of Work or specifications, every Prospective Proposer will be notified with an Addendum to the Request for Proposals. The undersigned acknowledges receipt of the following addenda to the Proposal Documents:

ADDENDUM NO. _____, DATED: _____

ADDENDUM NO. _____, DATED: _____

ADDENDUM NO. _____, DATED: _____

ADDENDUM NO. _____, DATED: _____

ADDENDUM NO. _____, DATED: _____

ADDENDUM NO. _____, DATED: _____

ADDENDUM NO. _____, DATED: _____

NOTE: Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

Name of Proposer

Address

City, State, Zip

Signature of Authorized Official

Date

2. A.2 LOBBYING CERTIFICATION

The Proposer or Offeror certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of the Proposer's Authorized Official

Name and Title of the Proposer's Authorized Official

Date

2.A.3 CITY OF RALEIGH – NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this contract, that the parties hereto, their agents, officials, employees or servants will not discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation or national origin with reference to the subject matter of this contract, no matter how remote. The parties hereto further agree in all respects to conform with the provisions and intent of the City of Raleigh, North Carolina, Ordinance No. 1969 – 889 as amended.

This provision being incorporated for the benefit of the City of Raleigh and its residents may be enforced as set out in said ordinances; enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided. This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this contract.

(THESE PROVISIONS SHALL BE PHYSICALLY ATTACHED TO AND ARE AN INTEGRAL PROVISION OF THE REFERENCED CONTRACT)

SIGNED: _____
President/Authorized Officer

TITLE: _____

DATE: _____

2.A.4 DBE APPROVAL CERTIFICATION

I hereby certify that the Proposer has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Signature of the Proposer's Authorized Official

Name and Title of the Proposer's Authorized Official

Date

2.A.5 MINORITY OR WOMEN-OWNED SUBPROPOSER/MATERIAL SUPPLIER DOCUMENTATION FORM

All Proposers at the Proposal opening must provide the following information. The information will be verified through the City of Raleigh Business Assistance Program. Pursuant to City contract, the City is to be notified of any changes in Subproposers to be used. Failure to provide this information will result in denial of the Proposal. Thank you for your cooperation. Use more than one page if necessary.

PROJECT: _____

DEPARTMENT: _____

PROPOSER: _____

SUBPROPOSER: _____

MINORITY OWNED: _____

WOMEN OWNED: _____

TYPE OF WORK: _____

PRICE: _____

% OF WORK: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE: _____

Signature

Title

NOTE: The Prime Proposer is to report any changes in Subproposers to the Project Manager within 5 working days.

2.A.6 PROPOSER'S REPORT OF SUBPROPOSER SELECTION AND EFFORTS TO OBTAIN WOMEN AND MINORITY SUBPROPOSERS

One form must be completed for each Subproposer trade.

PROJECT NAME: _____

PROJECT REFERENCE NUMBER: _____

PROPOSER: _____

SUBPROPOSER TRADE: _____

If no Subproposers used, indicate why: _____

SELECTED SUBPROPOSER: _____

SUBCONTRACT AMOUNT: \$ _____

ADDRESS AND TELEPHONE NUMBER: _____

Is the selected Subproposer(s) women or minority owned?

Yes No If no, list M/WB firms you contacted:

<u>Name, Address, Telephone No.</u>	<u>How did you learn or become familiar w/Firm</u>
1. _____ _____	_____
2. _____ _____	_____
3. _____ _____	_____
4. _____ _____	_____

If women and minority owned firm(s) contacted and not selected, explain reason(s):

Completed By:

Name: _____ Position: _____

Signature: _____ Date: _____

2.A.7 DEBARMENT AND SUSPENSION CERTIFICATION

The prospective lower tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Proposer) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

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

Signature of the Proposer's Authorized Official

Name and Title of the Proposer's Authorized Official

Date

2.A.8 FORM FOR PROPOSAL DEVIATION

Proposal No. CAMPO 2010-01

The following form shall be completed for EACH condition, exception, reservation or understanding (i.e., deviation) in the proposal.

Deviation #: _____	Proposer: _____	
Solicitation Ref: _____	Page: _____	Section: _____
Complete Description of Deviation _____		
Rationale (Pros & Cons): _____		

3.0 SCOPE OF WORK

SOUTHWEST AREA STUDY
FY 2010-2011

3.1 PROJECT BACKGROUND

The southwestern area of the Capital Area Metropolitan Planning Organization consists of all or part of four municipalities (Towns of Apex, Holly Springs, Fuquay-Varina, and Angier) in addition to two counties (Wake and Harnett). The area is experiencing growth and development along with higher levels of traffic congestion. The projected growth patterns for the area in addition to regional growth patterns resulting from the Base Realignment and Closure process and the future expansion of the Progress Energy power plant is expected to have a significant impact on the underlying transportation network for the area.

3.2 PROJECT OBJECTIVES

To prepare a regionally coordinated multi-modal transportation plan, suitable for implementation by the beneficiary local governments, Capital Area MPO, potential transit providers and 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, and fixed route transit, to meet the mobility needs of the study area;
- Establishes and/or enhances 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 and responds to all input;
- Secures stakeholder buy-in on preferred alternatives and implementation strategies and priorities and;
- Implements a robust public involvement process and documents all public involvement efforts, including comments, survey results, or other input received by the public and;
- Is highly coordinated with multiple transportation-oriented planning efforts underway that 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 underway that need to be considered and evaluated in the context of the mobility in the southwestern area include:

ONGOING STUDIES/PLANS

- o The Capital Area Transit/Capital Area MPO **Mid Range Transit Plan**
 - The study will provide the MPO with bus transit scenarios for the next 20 years (2011-2030). The MPO will use the data for the upcoming comprehensive long-range transportation plan update and provide CAT with a detailed operational and financial short range transit plan. In addition, the study will help determine the selection of bus transit services that could be deployed if a half-cent sales tax for public transportation is implemented in Wake County.

- **The Triangle Transit Regional Rail Alternatives Analysis**
 - Alternatives Analysis (AA) is a process required by the Federal Transit Administration for projects where fixed guideway transit is being considered and Federal funding may be pursued. The process provides the public and local decision makers with the information necessary to select the most appropriate transit investments for which more detailed studies will be undertaken.
 - A draft recommendation identifying a Locally Preferred Alternative for the Triangle is expected by mid 2011. Increased local and regional bus service recommendations associated with the LPA can be expected for communities in the southwest area.

- **The Northwest Harnett County Bicycle/Pedestrian Transportation Plan**
 - The plan developed as part of this project should identify important destination(s) that should be connected via the greenway/multi-use system and identify potential issues along the system. The plan is expected to recommend a precise route for the bike/ped greenway system in addition to cost estimates and phasing of construction for the route. The project is scheduled to begin in November 2010.

- **The US 401 Corridor Study**
 - The full study corridor is from north of Fayetteville to the future I-540 corridor in Wake County, north of Fuquay-Varina. Major issues along the corridor include the Lillington Bypass location and a Fuquay-Varina Bypass location. The ultimate US 401 cross-section is likely to be a controlled-access 4-lane expressway. NCDOT and consultant HDR, Inc anticipate holding informational workshops and selecting alternatives for detailed study in the spring of 2011.

- **The Capital Area MPO Comprehensive Transportation Plan**
 - The Comprehensive Transportation Plan is a multi-modal long range vision plan that defines the MPO's philosophy towards decisions related to the integration of transportation and land use. The financially unconstrained plan depicts the transportation infrastructure needed to handle the region's projected traffic for a minimum 30-40 year planning horizon. Recommendations from the plan are expected to be included as part of the 2040 Long Range Transportation Plan Update.

- **The Developmental 10 Year State Transportation Improvement Program**
 - The plan uses an engineering data driven process to select projects and to determine the most strategic use of limited financial resources.
 - The final STIP is expected to be published in summer 2011 and the Board of Transportation vote to approve the final STIP is scheduled to take place in fall 2011.

- **The Town of Holly Springs Comprehensive Plan**
 - The Town of Holly Springs has begun efforts to update the transportation element of their comprehensive plan (CTP). The town has solicited the services of Kimley-Horn and Associates to facilitate the update. Draft recommendations are expected by March 2011.

COMPLETED STUDIES/PLANS

- **The Capital Area MPO 2035 Long Range Transportation Plan**
 - The 2035 LRTP is a financially constrained plan depicting the ways the region plans to invest in the transportation system. The plan is implemented with a systems level approach by evaluating alternative plans, design, and delivery options for roadways, transit, non-motorized transportation and intermodal connections over a 25 year planning horizon. The next LRTP update (2040) will begin at the end of the year and completed by 2012.
- **The Harris Lake Reservoir Plan**
 - The study was conducted to determine suitable future land uses and growth patterns (for lands in the Wake County planning jurisdiction) for this drainage basin. Recommendations from the study were finalized in 2009.
- **The Southwest Area Land Use Plan**
 - The plan was adopted in 2007 by the Wake County Board of Commissioners. The plan depicts more detailed uses such as activity centers, parks, residential densities and other future uses for unincorporated Wake County.

LOCALLY DEVELOPED PLANS

- **The Town of Apex Comprehensive Plan**
- **The Town of Fuquay-Varina Comprehensive Plan**
- **The Town of Angier Comprehensive Plan**
- **The Town of Cary Comprehensive Plan**

3.3 DESIRED END-PRODUCT

The plan will represent an overall vision for mobility and development in the southwest area, and will include implementation strategies and performance criteria that support the vision. Specifically, the end product of this study, as developed by the consultant or team of consultants, will include the following:

1. A clear vision of the role(s) existing, enhanced, and proposed transportation corridors will serve in the study area.
2. Analysis of existing conditions.
3. Analysis of available information from existing plans (e.g., Comprehensive Transportation Plans, Community Master Plans, 2035/2040 Long Range Transportation Plan, Land Use Plans, Corridor Studies, etc..).

4. Projected automobile, transit, and freight traffic volumes, and the provision for alternative transportation modeling scenarios, and identifying transportation problems/deficiencies for the future year in the study area.
5. Interim and long-term road improvements, including LRTP 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.
6. Functional Designs or comprehensive concept sketches for approximately 10 hot-spot areas, as determined over the course of the study.
7. Interim and long-term transit recommendations, including appropriate park and ride locations, circulator services, and transit-supportive policies to be incorporated into local development plans and ordinances. Recommendations should be prioritized and should include reasonable cost estimates.
8. Interim and long-term bicycle and pedestrian recommendations, including those addressing mobility, safety, and interconnectivity for the bicycle and pedestrian network.
9. ITS deployments that will promote efficient and safe operation and provide a means of managing multiple modes of transportation along the primary arterial corridors in the study area.
10. Proposal of development potential in the area (with consideration for market feasibility and future land uses identified by the municipalities).
11. Environmental documentation and planned action approach to protect and preserve environmental features in the area.
12. 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.
13. GIS datasets used for creating mapping products and performing spatial analysis that will be used throughout the course of the study.

3.4 PROJECT LOCATION

The Southwest Subarea consists of an approximately 227 square mile area on the southwest side of the MPO region (see figure 1). It contains both urbanized and transitioning areas and areas that have maintained a rural character, yet are quite likely to develop in the future.

3.5 PARTICIPATING AND SUPPORTING JURISDICTIONS/AGENCIES

PROJECT STAKEHOLDERS

BRAC Regional Task Force
 Capital Area MPO
 Capital Area Transit
 DENR
 FAMPO
 Harnett County
 Harnett County Public School System
 Harnett County Transit
 Mid-Carolina Council of Governments
 NCDOT Divison 5

CORE TECHNICAL TEAM

Capital Area MPO
 Harnett County
 NCDOT TPB
 Town of Angier
 Town of Apex
 Town of Fuquay-Varina
 Town of Holly Springs
 Wake County

PROJECT STAKEHOLDERS cont..

NCDOT Divison 6
Progress Energy
Triangle Area RPO
Town of Angier
Town of Apex
Town of Cary
Town of Fuquay-Varina
Town of Holly Springs
Town of Lillington
Triangle J Council of Governments
Triangle Transit
Wake County
Wake County Public School System
Wake County Transit

3.6 PROJECT TIME-FRAME

The Notice to Proceed is expected by mid-February 2011. The consultant is expected to provide recommendations that can be considered for inclusion in the MPO's Long Range Transportation Plan by June 2012.

3.7 PROJECT SCOPE

The following outlines expectations for the Southwest Subarea Plan. The project has a varied scope that may require consultant expertise in multiple areas. The MPO seeks targeted consultant study and recommendations on key topics, most importantly controlled access management appropriate for mobility in the region, transit operations and land use integration. Proposals addressing the items below from a range of teams and individual firms are welcomed. The scope is subject to adjustment and revision.

General Considerations

Create a Study Oversight Team

A Study Oversight Team (i.e., Steering Committee) will be created to provide guidance and oversight to the study. Team members will include representatives from the Capital Area MPO, the counties of Wake and Harnett, the towns of Apex, Holly Springs, Fuquay-Varina, Lillington, Cary and Angier, Triangle Transit, the Wake and Harnett County Public School Systems, Progress Energy, DENR, MCCOG, FAMPO, representatives from local chambers of commerce, staff from each of the participating jurisdictions, and NCDOT staff.

A Core Technical Team, comprised of a subset of The Study Oversight Team, will review the consultant's work, give direction and input, monitor the project study as it takes place and provide feedback to the Study Oversight Team. The consultant may also be asked to attend one or more of the Transportation Advisory Committee meetings and Technical Coordination Committee meetings.

Long Range Transportation Plan Framework

The Subarea Plan should fit and respond to the Long Range Transportation Plan. The Subarea Plan should accommodate growth and density parameters set in the Triangle Regional Model forecasts and assume the projects identified in the existing + committed model network are

planned improvements to be delivered over the next ten years. Working within this framework ensures that impacts are within evaluated parameters, and that the overarching Long Range Transportation Plan vision for the southwest area's role in the region is respected.

Public Involvement

The consultant should develop and implement a public involvement plan that includes, at a minimum, the following:

- Workshops including visioning exercises for project team members, members of the public and elected officials and staff.
- Multiple public meetings in multiple locations aimed at informing the public and gathering and considering input from the public on all plan elements.
- Coordination with the Study Oversight Team.
- Coordination with the Core Technical Team that will meet frequently to discuss progress on the various plan elements, and provide guidance to the consultant as recommendations are developed.
- A comprehensive and publicly-accessible website that is kept updated with all pertinent project information and data, including a calendar of meetings.
- Development and distribution/publication of all press releases, media notifications, and documents associated with public meetings, workshops and all other outreach processes.
- Updates provided to local governing boards and the MPO TCC and TAC at various points in the study at regular meetings of those boards.
- Other ideas as developed and recommended by the consultant.

PLAN ELEMENTS

Conduct a Land Use, Environmental, and Transportation Inventory of 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:

- Demographic information (historic population trends, factors affecting growth);
- Existing and projected future land use patterns (as they currently exist);
- An overview of land use policies and ordinances in each of the jurisdictions in the Study Area;
- An inventory of access points along major corridors, both existing and proposed;
- An inventory of the existing 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 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;
- Consultation with Triangle Transit and other Transit Service Agencies that may potentially provide services in the area on transit opportunities;
- 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, etc.).

Roadway

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:

US 1
NC 55
NC 42
NC 210

The consultant should review recommendations for these roads in local plans 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 with standard cross-sections across multiple jurisdictions, and indicate what enhancements to local plans are needed to support 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 ten hot-spot areas at the discretion of the MPO staff and the project oversight team. These could include

- any area where a new interchange is recommended by the plan
- any area where a superstreet implementation is recommended by the plan

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

Transit

The consultant should review recommendations from various transit planning efforts underway and/or recently completed in the region with regards to appropriateness of the recommendation. The consultant should provide guidance in the form of policy recommendations for the local implementation of the transit recommendations where appropriate. The policy recommendations should be based on a thorough review of best practices across the MPO region and the state. These policies could include:

- adoption of transit easements in new developments
- policies regarding shared parking for transit use
- integrating transit amenities into new development.
- implementation of a framework that facilitates integration of public transportation into existing and redeveloped areas.

The consultant should identify areas where transit service at various levels and technologies would be appropriate to serve the southwest area. Areas appropriate for transit circulator service should be identified, and costs associated with such services should be identified. The consultant should identify potential transit hub sites 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 the recommendations.

Bicycle/Pedestrian

The consultant should review all roadway element recommendations from the perspective of NCDOT's recently adopted Complete Streets policy. The consultant should review all locally adopted bicycle and pedestrian plans or plan elements, and provide recommendations for inter-jurisdictional connectivity where appropriate. Further, the consultant should identify potentially regionally-significant bicycle network deficiencies, and prioritize the implementation of such projects. Implementation recommendations should include costs, policy guidance, and best practices for maximizing the bicycle and pedestrian networks in the southwest area.

Environmental

The study area includes environmentally critical areas including streams, wetlands, and the Shearon Harris Lake/Reservoir. The Subarea Plan should recognize the environmental impacts plan recommendations will have in the area and develop potential mitigation strategies and recognize the impact future uses of environmental features in the area such as the expansion of the Shearon Harris Lake Reservoir will have on development patterns and traffic conditions.

PLAN DOCUMENT

Adoption and Agreement

The Capital Area MPO and the consultant will present final recommendations to each participating local government and NCDOT for approval. NCDOT will also be requested to endorse the Plan.

GENERAL PROJECT ACTIVITIES AND SCHEDULE

General consultant responsibilities include data collection, mapping, research, public involvement and outreach, analysis, report writing, presentations, meeting facilitation, and report printing. 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.

Figure 1 Southwest Study Area

