



# Request for Proposal

**RFP # 20-045**

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## Request for Proposals for

Northeastern Wake County, NC Rural Microtransit Service Plan

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Wake County, North Carolina  
P.O. Box 550  
Raleigh, North Carolina 27602

Proposals are due June 25, 2020 before  
3:00 pm local time.

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# 1 Introduction

## 1.1 Introduction

Wake County, North Carolina ("The County") is seeking proposals from a qualified consulting firm to further enhance the microtransit logistical strategy included in its recent Federal Transit Administration (FTA) Integrated Mobility Innovation (IMI) grant award. Throughout this request for proposals ("RFP"), the "Proposer" refers to qualified firms that submit Proposals, and the "Consultant" refers to the Proposer who is selected to provide the services described within this RFP.

Wake County is a subrecipient for FTA purposes to the City of Raleigh and accordingly the City will provide guidance on delivery, management, and oversight of the FY20 Integrated Mobility Innovation Grant Award.

## 1.2 Project Overview

### 1.2.1 County Overview

Wake County: Wake County is the most populous county in North Carolina. The County consists of 12 municipalities and includes Raleigh, the County seat and State capital. The County's population is estimated at 1.1 million residents. GoWake Access is the County-sponsored service, which provides door-to-door, shared ride transportation service. Services are provided for the general public who are 60 or older, have a disability, need work-related transportation, reside in rural service zones of Wake County, or participate in a sponsored eligible service (Medicaid, Child Welfare, Work First).

## 1.3 Scope of Services

The scope of services covered in this RFP is to provide the County with a detailed implementation plan to support its Northeastern Wake County, NC Rural Microtransit Service project recently awarded by the FTA. It is expected that the Vendor will be able to provide a comprehensive set of services including but not limited to:

- Developing a detailed administration, operations, and capital budget plan;
- Developing micro-transit services implementation plan;
- Developing a financial plan for initial service implementation and a detailed financial plan for on-going operations;
- Calculating projected ridership and fare revenues,
- Developing key performance indicators;
- Identifying and evaluating challenges for the County as sponsor of the service;

- A review of peers to evaluate other models for how Microtransit options can be deployed to meet the established goals
- Developing service provider recommendations, opportunities, and challenges.
- Communication and coordination with project stakeholders.

Additional information regarding the above scope, including background and project expectations, is found below.

#### A. Background and Project Expectations

The scope of services covered in this RFP is for the Proposer to provide the County with a detailed implementation plan to support its Northeastern Wake County, NC Rural Microtransit Service project recently awarded by the Federal Transit Administration (FTA). See Exhibit 1 below for the project budget and details on federal and local match for various project components.

Wake County Human Services, in consultation with the Wake County Manager's Office, will lead the project and is the FTA grant recipient. The goal of the project is to initiate an on-demand service to provide residents in the Northeastern area of the County with greater access to jobs, school, healthcare and other services. Wake County Human Services is the consolidation of programs and services that include social services, public health and transportation. The organization intends to launch micro-transit services (Mobility on Demand) that provide a "first five-mile, last five-mile" approach to connect rural residents with more distant services (see Exhibit 2 below for the microtransit zone).

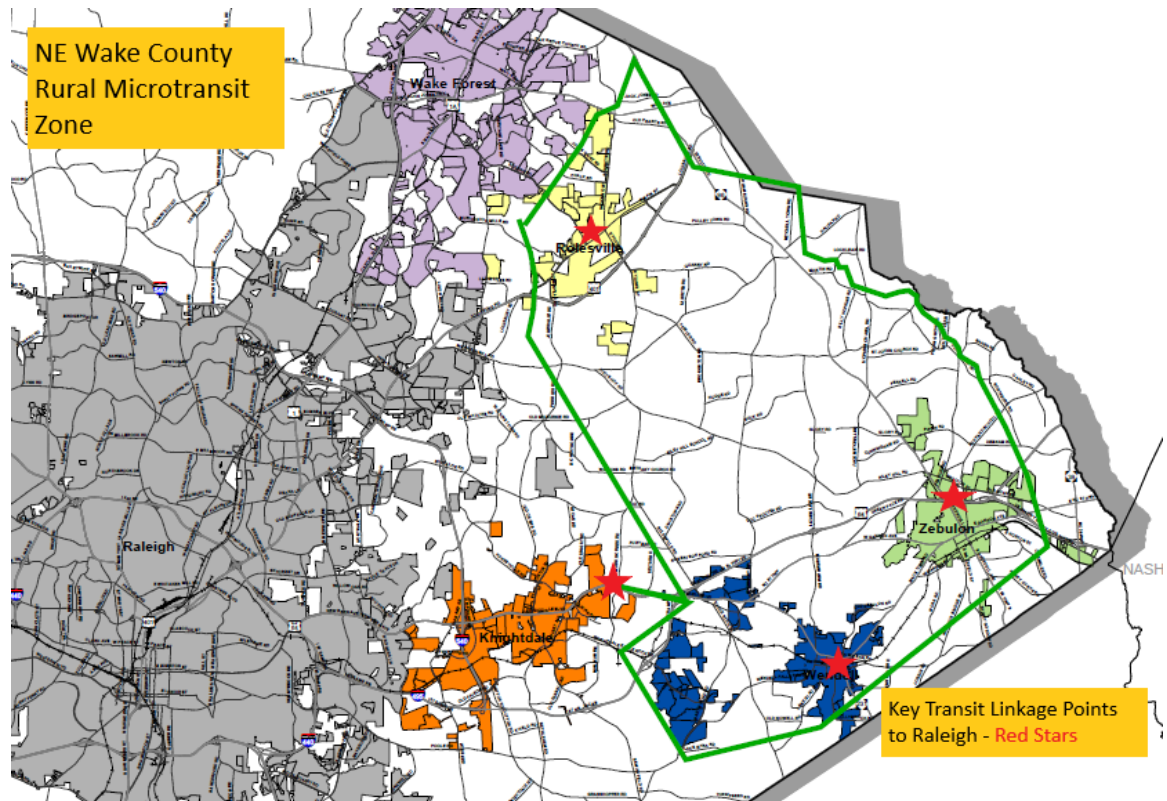
#### Exhibit 1: Grant Details

IMI Grant Award Details & Project Components				
Item	Federal Amount	Wake Transit	Program Income	Total
Contract Transit Services	\$ 172,300	\$ 70,227		\$ 242,527
Software	70,000	15,000	15,000	100,000
Transit Consulting	33,500	15,000	1,500	50,000
Travel and Misc.	-		1,000	1,000
Total	\$ 275,800	\$100,227	\$17,500	\$393,527
	70%	25%	5%	100%

\*The table above reflects the FTA IMI grant award and project components. Funding is not anticipated over and above the amounts shown and proposers are encouraged to submit proposals below total funds shown in order to allow for project contingency and to avoid exceeding budgeted funds

FTA has awarded funds to the County to demonstrate innovative, effective approaches, practices and technologies that enhance effectiveness, increase efficiency, expand quality, promote safety, and ultimately improve the public transportation rider's experience.

## Exhibit 2: NE Wake County Rural Microtransit Zone



### B. Existing Conditions

The County is in the east central section of N.C. and has a population over 1.1 million residents with almost 200,000 in the unincorporated area of the County. The Raleigh metropolitan area (including Wake County) was the 10th fastest growing urbanized area in the United States from 2010 to 2018, but there are still rural areas in the County with significant numbers of low-income/minority populations, particularly in the unincorporated NE area between the Towns of Zebulon, Rolesville, and Wendell. This area lacks basic mobility options for access to regional commuter and local fixed route transit services.

The demographics of the residents in the NE Wake County microtransit zone (area) are as follows:

- Low-income population: 399
- Senior population: 2,109 (65+)

- Minority population: 4,382
- Single or no auto ownership population: 84 (no vehicle), 1,133 (1 vehicle)

Total Population Within Proposed Microtransit Zone: 21,067

Total transportation disadvantaged population within the proposed microtransit zone:  
8,107 or 38% of the population

GoWake Access's demand-response service provides a basic level of demand-responsive service but demand far outweighs the capacity of the rural provider in terms of its ability to be responsive for same- or next-day service. Implementing microtransit services to this mobility deprived area will enrich the lives of thousands of residents by connecting them with local medical providers, the regional human service center, jobs, grocery stores, pharmacies, and connections with regional commuter services and fixed route services. Implementing this service, utilizing one or multiple private providers, and providing the connections with existing commuter and fixed route services, rural residents within the microtransit zone would be able to greatly enhance access to job opportunities and employment options. Zebulon and Wendell are currently serviced by GoTriangle's Zebulon-Wendell-Raleigh Express, and GoRaleigh recently began serving Rolesville with fixed route commuter bus service. These routes provide connections throughout the Triangle Region, primarily in peak hours. The Knightdale Route 33 operating weekdays from 6am-9pm began in October 2019. The former express service became a local service, with additional stops within Knightdale. The route connects Knightdale to the New Hope Commons Shopping center for transfer opportunity to multiple routes. Rolesville Route 401X (connects Rolesville with Triangle Town Center and the Wake Tech Northern Campus), which provides additional transfer opportunities to both GoRaleigh and GoTriangle routes. As a response to COVID-19, GoWake Access is temporarily serving customers in Rolesville, Wendell, Zebulon, and Knightdale, as well as Fuquay-Varina and Garner as fixed route transit providers have limited operation of bus routes in the County.

By geofencing the proposed service area utilizing existing and enhanced Routematch software, critical connections or linkages with existing non-demand responsive transit services, the cost for users will be maintained at an affordable level, as well as requiring less vehicles while still ensuring more available services with shorter advanced notice requirements than existing policy. Vehicles under the current service model are not zonal based and may travel more than 20 miles for one-trip to all areas of the County, causing significant challenges to be more responsive to shorter distance trips in the rural areas.

The City of Raleigh has recently purchased a mobility solution that creates a foundation for service innovations whether it be addressing first-mile or last-mile trips; partnering with third parties such as TNCs, taxis, bike shares or other rideshare services for multimodal transportation; or creating specialized on-demand services that bridge the spectrum of riders from conventional and disadvantaged to opportunities and more accessible transit. Raleigh has committed to working with the County to ensure this technology will be available to utilize for this Mobility on Demand project on a shared-cost basis. The County recognizes that not all populations have access to smart phone technology and will also have phone reservation capabilities to ensure access through its existing call center staff with the possibility of needing to expand capabilities based on a planning study. The County is interested in investigating this technology solution, as well as other modules, to go beyond just the first-mile and last-mile

approach by extending it to trips that may be 5-7 miles from major trip generators such as retail, medical providers, employment centers, and linkages to existing commuter or fixed route services.

The County's proposed rural microtransit project is consistent with goals, emerging opportunities, and recommendations established in the region's recently updated Coordinated Human Service Public Transportation Plan completed in Feb 2019 (Wake Co Coordinated Human Service Public Transportation Plan) and adopted by the CAMPO's Executive Board, as well as goals included in the locally adopted Wake Transit Plan for which voters approved a local option sales tax in November 2016.

### **C. Expected Outcomes and Benefits of the New Service**

The following benefits to the residents in the microtransit zone are:

- Enhancements that enable quicker and easier trip scheduling via smartphone app or by phone call by those without access to smartphone technologies
- Service that is more convenient with vehicles traveling shorter distances to link with existing transit service
- Enhanced traveler linkages: Users will benefit from expanded job opportunities with microtransit services connecting with commuter routes to Raleigh and the entire region
- Using mobility software, passengers waiting on their ride will get updates on arrival times
- Service has tremendous potential to expand well beyond the current 148 residents, only 1.8% of the approximate 8,000 transportation disadvantaged residing in microtransit zone.

In addition, the project will be focused on service expansion for persons with disabilities, senior citizens, and lower income as the proposed microtransit zone is the most under-served by transit area in Wake County and includes the most transit dependent population groups.

### **D. Service Goals and Objectives**

Since the baseline for public transit trips for this northeast area of Wake County is only 148 unique individuals, the primary goal is to significantly increase the number of residents utilizing public transit through a more readily available service. The goal is to increase the number of individuals serviced in the microtransit zone to 6% of the 8,107 transportation disadvantaged residents or 486 unique individuals in the proposed microtransit zone traveling on average at least once every other week knowing that some may use the service more than others.

**Goal 1:** Exceed tripling the number of residents in the zone that utilize public transit.

The second goal is to reduce the total average operating cost per one-way trip by at least 25% of the current GoWake Access average cost per trip – from \$25.54 to \$19.16.



*Note:* These costs were based on information during the development of the IMI grant application and may require adjustment.

**Goal 2:** Decrease Average One-Way Passenger Trip Cost by at least 25%

#### **E. Coordination and Key Stakeholders**

Wake County is uniquely positioned to ensure stakeholders are engaged and included as partners to this project since the County already has an adopted Wake County Transit Plan. The Wake County Governance Interlocal Agreement also created a Wake Transit Planning Advisory Committee (TPAC) comprised of planning and leadership staff from all jurisdictions in Wake County along with transit agencies and the MPO that meet monthly. In addition, the County shares the same paratransit contractor, MV Transportation, as well as a joint procurement utilizing Routematch software for routing, scheduling, trip record, etc. with the City of Raleigh.

It is expected that the Vendor will be able to provide a comprehensive set of services including but not limited to the following key implementation plan components shown below

#### **F. Communications Plan**

The County is uniquely positioned to ensure stakeholders are engaged and included as partners to this project since the County already has a Wake County Transit Plan. The County is party to the Wake Transit Governance Interlocal Agreement and is a member of the Transit Planning Advisory Committee (TPAC) which comprised of planning staff from all jurisdictions and transit providers that meet monthly. In addition, the County shares the same paratransit contractor, MV Transportation, as well as a joint procurement utilizing Routematch software for routing, scheduling, trip record, etc. Wake County staff is committed to providing quarterly reports on the outcomes of this project to the TPAC to ensure that all parties and interested stakeholders are informed as to status of the project and performance of the microtransit services.

The Proposer must ensure that all key stakeholders are intricately involved in the development of the new microtransit services implementation plan and include details about ongoing communications (dissemination of information) with all users (stakeholders) in project design and implementation.

As part of the development of a Communications Plan, the Proposer must also provide detail on the marketing and public education steps required by the County, and other local agencies, to ensure a successful initiation of the new services.

#### **G. Operations Plan**

Based on the previous new microtransit services described herein, as well as understanding of the total IMI project federal and local operating funds available (\$242,527), the Proposer will develop a comprehensive operations plan that will not exceed total operational funds available for the new service. The Proposer must also identify whether existing County's Rural General Public (RGP) funds, or other operating funds, may supplement operating costs in the microtransit zone. The operations plan will form the foundation for the Proposer's development of an RFP for Operations of NE Wake County Microtransit Services. It is imperative that the Proposer utilize all contacts in the ridesharing industry (e.g., Uber and Lyft) to determine willingness and capability of provision of services in the microtransit zone.

To comply with Americans With Disabilities Act (ADA) requirements, it is essential that the Proposer include provisions for using GoWake Access vehicles to augment the microtransit services when lift-equipped vehicles are unavailable with ridesharing companies.

The Proposer, working in consultation and coordination with the County and project stakeholders, will define the following service characteristics:

- Days and hours of service
- Passenger fares or subsidized fares depending on service provider (e.g., maximum subsidy for microtransit zone for ridesharing services - \$4, \$5 or more per one-way trip)
- Service policies and limitations related to the microtransit zone (e.g., maximum number of trips per day or week for ridesharing company trips) based on the availability of project operating funds
- Mechanisms for the public to schedule trips (e.g., computer, smartphone app, or reservation center call)
- Call-in advance timeframe (e.g., one hour, two hours, etc.)

#### **H. Capital and Technology Plan**

Although the goal is to utilize ridesharing companies to the maximum extent possible, the Proposer must ensure that the current GoWake Access fleet has the existing capacity, based on current vehicle utilization, to use some of its lift-equipped vehicles to ensure ADA accessibility requirements. The Proposer will be required to project the total number of lift-equipped vehicles needed to supplement ridesharing services. In addition, the Proposer must evaluate all current transit technologies and potential augmented technology via City of Raleigh to ensure all costs are identified that may be above and beyond existing resources.

#### **I. Five-Year Financial Plan**

The Proposer is required to develop a five-year financial plan to depict operating and capital costs (if applicable) of the new microtransit service. The financial plan must address shifts from federal funding of operations in the beginning to County-funding (e.g., Wake Transit Plan funds) in later years of the service after the period of performance for the IMI grant. Projected inflationary costs and anticipated Wake Transit Plan revenues for the County must be included.

#### **J. Evaluation Plan**

The Proposer's evaluation plan must include but not be limited to the following datapoints and information. These datapoints are essential to the project as milestone reports to FTA must include this information.

Routematch software is anticipated as the primary data management tool used throughout the project. Routematch will have the capabilities of producing operational monthly reports that will provide the following critical performance factors listed below for all trips specifically provided in the proposed microtransit service area as part of this project:

- Average advanced rider scheduling data
- Number of one-way passenger trips provided by hour, day, week, month, quarter, and year
- Total cost per one-way passenger trip
- Revenues per trip
- Net cost per trip
- Cost per revenue hour
- One-way passenger trips per revenue hour
- Number of unique individuals using the new service within the microtransit zone
- Percentage of trips managed through user's smartphone app
- Percentage of trips managed manually through phone reservations
- Percentage decrease in number of denied rural general public trips
- User survey results on satisfaction levels on various aspects of the service completed every six months of the project

The Proposer must also determine the overall impact of the new services on the County's transit staffing and whether additional staff will be needed in later years of the service or if the microtransit service is expanded to other areas of the County.

#### **K. Development of RFP for Contract Services**

The Proposer will be required to develop a Request for Proposals (RFP) for the County to advertise for operation of the new microtransit services. The Proposer will work closely with the County to ensure all County-approved proposal template language is followed as well as enough detailed information to help the County with a successful solicitation process. The RFP must include provisions for the award of multiple providers to ensure flexibility of options for the County. All service characteristics must be clearly explained as well as the anticipated number of revenue hours that the County's current provider could expect to provide for ADA service in the microtransit zone since it may serve as the baseline for a contract addendum.

The Proposer's scope of services will derive from much of the information developed from the planning work.

## L. Post Final Plan & RFP for Operations IMI Project Timeline

Projected Schedule: Microtransit Implementation & IMI Grant Timetable		
Microtransit Operator(s) Selection and Agreement(s) Executed	1/19/2021	Wake County
Northeastern Wake County Microtransit Service Begins	3/1/2021	Wake County
Annual Evaluation and Recommendations Report	3/1/2022	Wake County
Remaining 6 Months of Microtransit Service Begins/ Refinement of Geofenced Area	4/4/2022	Wake County
Project Complete and Local Decision to Continue Microtransit Services	10/1/2022	Wake County

## M. Plan Timeline

The Proposer is required to submit a project timeline from beginning of work in mid-August 2020 to completion of the plan on December 1, 2020. The Proposer should include key milestones and submittal of technical memoranda deliverables at various stages of plan development.

## 1.4 General Proposal Requirements

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By submitting a proposal, Proposers acknowledge that:

- 1.4.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.
- 1.4.2 Proposals will be received by Wake County Government at the time noted on the cover page of this document. At that point, Wake County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Wake County, solely at its option, may disclose the name(s) of any firms or companies being considered or elevated during the process. Proposers are not to contact any county staff or elected official in reference to the process due to the nature

of a competitive environment and to protect the integrity of the RFP process. As information becomes available and is relevant for release, that information will be shared with respondents.

## 2 General Submittal Requirements

### 2.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof is issued by the Wake County Procurement Services in accordance with North Carolina General Statutes on behalf of the County. Proposal responses should be directed to Procurement Services, specifically to the Purchasing Director, as outlined below. In regards to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. ***Any attempt by a Proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.***

**Proposal Contact:**

Tom Wester  
Wake County Finance Dept - Procurement Services  
Wake County Justice Center, 2<sup>nd</sup> Floor – Ste 2900  
301 S. McDowell Street  
Raleigh, NC 27601  
twester@wakegov.com  
919-856-6153

### 2.2 Proposal Submittal Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package.

Ten (10) copies shall be submitted to the address shown below as well as an electronic version on CD-ROM or USB Drive.

**Mailing Address:**

Tom Wester, Director  
Wake County Finance Dept - Procurement Services  
Wake County Justice Center, 2<sup>nd</sup> Floor – Ste 2900

301 S. McDowell Street  
Raleigh, NC 27601

The County must receive proposals BEFORE 3:00 PM on June 25, 2020. *The Proposer's name, RFP number, and proposal closing time and date must be marked clearly on the proposal submission.* The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) Ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. Fax or email responses will not be accepted. Any references to a specific time is considered local time.

## 2.3 Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

## 2.4 Interpretations, Discrepancies, and Omissions

Should any Proposer find discrepancies, omissions or ambiguities in this RFP, the Proposer must at once request in writing an interpretation from proposal contact listed in Section 2.2. The deadline for submitting questions is June 3, 2020 by 5:00 PM. All questions will be answered to the extent possible in the form of addenda to the specifications. The addenda will be available within 7 calendar days following the question deadline. All written requests for clarification should be addressed to the attention of Tom Wester.

Failure to request an interpretation will be considered evidence that the Proposer understands the provision of the RFP.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any addenda after June 10, 2020.

## 2.5 Tentative Schedule

Date	Event
May 20, 2020	RFP Advertised

June 3, 2020	Deadline for Submittal of Questions
June 10, 2020	Final Addenda Issuance by the County
June 25, 2020	RFP Due Date (no later than 3:00 p.m.)
August 17, 2020	Vendor Selection & Contract Award
December 1, 2020	Final NE Wake County Microtransit Plan Completed and RFP Issued for Operations Contract (If Required)

## 2.6 Pre-Proposal Questions

The County will also make a good faith effort to provide other data or attachments, if the request will further clarify the project's scope. All requests for further information shall be received by the County by **June 3, 2020** before 5:00 PM local time. A copy of all answers and further clarifications provided by the County to those making inquiries will be posted as an addendum to the RFP on the County's website **on June 10, 2020** by 3:00 PM EST.

## 2.7 Finalists and Interviews

From the proposals received, County staff will identify a short-list of finalists. The finalists will be expected to make a presentation to and respond to questions. Additional information regarding the content of the presentation will be provided to the selected finalists. Interviews will potentially be conducted

## 2.8 Award

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

## 2.9 Non-disclosure of County Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

## **2.10 Retention of Proposer Material**

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

# **3 General Terms and Conditions**

## **3.1 Certification**

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

## **3.2 Conflict of Interest**

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

## **3.3 Assignment**

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

## **3.4 Indemnification**

The Consultant will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to



tangible property which may accrue against the County to the extent it is caused by the negligence of Consultant, its sub-consultants, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Consultant prompt, written notice of any such claim or suit. The County shall cooperate with Consultant in its defense or settlement of such claim or suit. This section sets forth the full extent of the Consultant's general indemnification of the County from liabilities that are in any way related to Consultant's performance under this Agreement.

### **3.5 Independent Contractor**

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

### **3.6 Payment**

Payment for the services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Consultant must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

### **3.7 Insurance**

Proposers shall obtain, at their sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Risk Manager. Workers' Compensation Insurance, with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability \$500,000 each accident, disease policy limit and disease Each Employee.

Commercial General Liability - Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.

Commercial Automobile Liability, with limits of no less than \$500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a Wake County site.

Professional Liability (Errors and Omissions) with limits of no less than \$100,000 each occurrence and \$500,000 aggregate.

All insurance companies must be licensed in North Carolina and be acceptable to the County's Risk Manager. Insurance Policies, except Workers' Compensation, shall be endorsed (1) to show Wake County as additional insured, as their interests may appear and (2) to amend cancellation notice to 30 days, pursuant to North Carolina law. Certificates of insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to the Wake County Risk Manager by certified mail."

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Wake County Risk Manager  
Room 900 - WCOB  
P. O. Box 550  
Raleigh, NC 27602

If the Proposer does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Wake County may be considered.

### **3.8 Governing Law**

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

### **3.9 Confidential Information/Public Records Law**

INFORMATION SUBMITTED IN RESPONSE TO REQUESTS FOR BIDS,  
PROPOSALS, AND OTHER PROCUREMENT METHODS SUBJECT TO PUBLIC  
RECORDS LAW

Wake County is subject to North Carolina's Public Records Act located in Chapter 132 of the North Carolina General Statutes. As a result, information submitted to and received by Wake County in response to a Request for Proposal/Request For Bid/Request For Quote/Request for Qualifications, or any other procurement method (collectively "Procurement Process"), is considered public record and may be released for public inspection after the contract award, or as otherwise permitted under NCGS § 143, without further notice to the proposer. The County does not intend to elicit confidential or trade secret information in response to a Procurement Process and assumes no responsibility for the submission of such information. Wake County reserves the right to share any information submitted in response to a Procurement Process with any person(s) or firm(s) involved in the review and evaluation phase of the Procurement Process.

#### **CONFIDENTIAL OR TRADE SECRET INFORMATION**

If a proposer nonetheless submits information in a bid proposal or other response to a Procurement Process and it considers such information to be confidential, then all four requirements of [NCGS 132-1.2](#) "Confidential Information" must be met for the County to consider withholding the information from public inspection in response to a public records

request. **Among other legal requirements, information deemed to be “confidential” or “trade secret” by proposer must be clearly marked as such on the face of the document(s) at the time of the initial disclosure/submittal of RFP.** In addition, although not required by law, Wake County requests that any proposer who submits a proposal or response containing any such designation of confidentiality also submit a second copy of the proposal or response with the respective page(s) or section(s) redacted. The County will not agree to withhold an entire proposal or response from public inspection, thus proposers should refrain from including blanket restrictions on disclosure or all-encompassing claims of confidentiality.

When a public records request is made for information contained in or attached to a proposal or response that has been clearly marked as “trade secret” or “confidential” upon its submission, Wake County may, in its discretion and without further notice, release the redacted copy of the proposal or response to the requester if one has been previously submitted. Otherwise, the proposer will be notified of the request and given an opportunity to provide within a reasonable period a written explanation of the basis for claiming protection under N.C.G.S. 66-152 and N.C.G.S. 132-1 and/or a redacted proposal or response. The County shall make the final determination on release of the information. Should any civil action be brought against the County in an effort to compel or prevent the disclosure of information contained in a proposal or response that is deemed confidential by a proposer, the proposer may participate at its own expense; and by deeming any information in a proposal or response confidential, proposer further agrees to indemnify and hold harmless the County for and against any costs incurred by the County as a result of such litigation, including but not limited to fees or expenses arising out of N.C.G.S. 66-153 and N.C.G.S. 132-9.

### **3.10 Compliance with Laws and Regulations**

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

*To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.*

### **3.11 Acceptance**

Submission of any proposal indicates a Proposer’s acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in

the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

### **3.12 Additional Services**

The County reserves the right to negotiate additional services with the Vendor at any time after initial contract award.

### **3.13 E-Verify**

*To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.*

### **3.14 Iran Divestment Act**

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

In addition:

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

### **3.15 Federal Uniform Guidance: The following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):**

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

## 4 Detailed Submittal Requirements

### 4.0 Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Each Proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections with tabs for each section:

#### **PROPOSAL SECTION TITLE**

	Title Page
	Letter of Transmittal
	Table of Contents
1.0	Executive Summary
2.0	Scope of Services Addressing Items Listed in 1.3
3.0	Company Background and Relevant Experience
4.0	Client References for Similar Assignments
5.0	Cost Proposal
6.0	FTA Certification and Assurances (see Attachment A)
7.0	Federal and State requirements and Special Conditions For Professional and Architectural & Engineering Services

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

### 4.1 Executive Summary

(Proposal Section 1.0) This section of the response should be limited to a brief narrative summarizing the Proposer's proposal. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed services. This section should highlight aspects of the proposal that make it superior or unique in addressing the needs of the County. Please note that the executive summary should identify the primary engagement contact. Contact information should include a valid e-mail address, fax number, and a telephone number.

## **4.2 Scope of Services**

(Proposal Section 2.0) This section of the response should include a general discussion of the Proposer's overall understanding of the project and the scope of work proposed as outlined in Sections 1.3.

The Proposer should outline a recommended approach, critical tasks and timeline for achieving the County's objectives in Section 1.3 based on the Proposer's experience with organizations similar to the County and similar FTA IMI projects.

Proposers are encouraged to provide examples of services provided to their clients and the impact of those services.

## **4.3 Company Background and Consultant Team Relevant Experience**

(Proposal Section 3.0) Each proposal must provide the following information about the submitting Proposer's company, so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a Proposer to provide additional support or clarify requested information.

### **4.3.1 Company Background**

- ☐ How long the company has been in business. In what state(s) has the company worked?
- ☐ A brief description of the company size and organizational structure.
- ☐ How long the company has been providing services to clients similar to the County.
- ☐ Any material (including letters of support or endorsement from clients) indicative of the Proposer's capabilities.
- ☐ Identify any litigation or governmental or regulatory action pending against your organization that might have a bearing on your ability to provide services to the County.
- ☐ Describe your contractual relationships, if any, with other organizations that will provide services described in your proposal.

### **4.3.2 Consultant Team Experience**

- ☐ Identify your proposed team indicating who is responsible for the key roles; provide an organizational chart showing lines of communication and levels of authority;
- ☐ Include the résumés of staff who will work on the engagement. If they are working on only certain portions of the project, please indicate this on their résumé;
- ☐ Given that the County will be evaluating several proposals, describe why you feel that your services, from a professional and technical perspective, are the best fit for the County environment. Describe the distinguishing features the County should know about your services and company.

#### 4.4 Client References

(Proposal Section 4.0) The County considers references to be important in its decision to award a contract. Failure to provide this information will result in the proposal being considered non-responsive.

Please provide a comprehensive client listing with year(s) in which your firm provided services. Also provide at least three current clients who we may contact. References should be clients similar in size to the County. Please give their company name and mailing address, telephone, and email of the contact person.

	Reference #1	Reference #2	Reference #3
COMPANY			
Contact Name			
Contact Title			
Contact Phone			
Mailing Address			
Email			

#### 4.5 Cost Proposal

(Proposal Section 5.0) Proposers should submit an estimate of costs.

The County reserves the right to contact Proposers on cost and scope clarification at any time throughout the selection process and negotiation process. The County is asking Proposers to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Items that should be included in this cost section include:

- Cost of Services – fully loaded hourly rates for all Proposer personnel assigned to the project. Please state your fees for the key areas outlined in the Scope of Services.
- Provide your procedures for billing and collection of your fees. How do you reconcile the fee to the services received? Specify whether this is on a monthly, quarterly or as performed basis.
- Provide a listing of fully loaded hourly rates by consultant team members which could be used as a basis for additional services.
- Direct expenses related to travel. The County recommends that the Proposer plan for three on-site meetings or presentations. The County acknowledges and understands that local requirements related to COVID-19 may alter these plans.

However, for the basis of the cost proposal, all Proposers will present costs for three in-person meetings. In addition, the County expects at least four additional virtual meetings (e.g., WebEx, Zoom, etc.) during plan development with a County Project Steering Committee to present appropriate reports.

- Other direct expenses.

#### **4.6 FTA Certifications and Assurance: Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment A)**

All proposers are required to sign the federal Debarment, Suspension, Ineligibility and Voluntary Exclusion certification provided in Attachment A. Failure to sign and submit these documents as part of the proposal submittal will be grounds for the County to deem the proposal non-responsive.



## 5 Evaluation Criteria

### 5.1 Selection Participants

The County has established a team of staff and partners to evaluate vendor responses. This team of employees and stakeholders will be responsible for the evaluation and rating of the proposals and conducting interviews.

### 5.2 Evaluation of Proposals

Responses will be evaluated based on the following criteria:

1. Compliance to the RFP requirements; quality, clarity and completeness of services proposed in relation the scope of work the response
2. Respondent's Proven, Knowledge, and Experience in:
3. Client References
  - Capability of the Proposer to undertake and support services as described by this Request for Proposals based on reputation and customer references regarding the Vendor's performance for organizations with needs similar to the County's, particularly in the government sector.
4. Cost effectiveness and value of proposal
5. Other criteria deemed appropriated by the County Project Team

## ATTACHMENT A

### **Debarment, Suspension, Ineligibility and Voluntary Exclusion** (MUST BE SIGNED AND DATED BY THE PROPOSER and INCLUDED IN THE SUBMITTED PROPOSAL)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- Debarred from participation in any federally assisted Award;
- Suspended from participation in any federally assisted Award;
- Proposed for debarment from participation in any federally assisted Award;
- Declared ineligible to participate in any federally assisted Award;
- Voluntarily excluded from participation in any federally assisted Award; or
- Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I hereby certify that \_\_\_\_\_ (name of firm) is not debarred or suspended from performing any work for the federal government. The DUNS number for our firm is:

\_\_\_\_\_.

Signature of Proposer's CEO or Equivalent: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## ATTACHMENT B

### **FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS**

*for PROFESSIONAL and ARCHITECTURAL & ENGINEERING SERVICES*

#### **1. General**

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (21), dated October 1, 2014, FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R part 1201, dated December 19, 2014, will supersede and apply in lieu of U.S. DOT's common grant rules, 49 C.F.R. parts 18 and 19, State and Local Governments and Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and any subsequent amendments or revisions thereto.

#### **THE FOLLOWING MAY BE USED SYNONYMOUSLY:**

**"BIDDER" AND "CONTRACTOR"**

**"PURCHASER", "PROCURING AGENCY" AND "OWNER"**

#### **2. Federal Changes**

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. FTA's new authorizing legislation, MAP-21 made significant changes to FTA's public transportation programs. FTA has determined that:

(1) MAP-21 requirements apply to:

- a. New grants and cooperative agreements for which FTA awarded FY 2013 or a later fiscal year funds appropriated or made available to carry out MAP-21 programs,
- b. Amendments to existing grants and cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs, and
- c. All "recoveries" funds FTA awards, irrespective of the fiscal year for which those funds were appropriated,

(2) Fiscal Year 2012 and previous fiscal year funding requirements apply as follows:

- a. In some instances, as determined by FTA, previous program requirements apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds, but
- b. In other instances, as determined by FTA, MAP-21 program requirements (including MAP-21 "cross-cutting requirements" identified in section 49 of this Master Agreement)

apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds.

### **3. Notification of Federal Participation**

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, 20.519, 20.521, 20.525, and 20.526. Federal funding assistance up to eighty (80%) percent may be provided.

### **4. Definitions**

*Third Party Agreement*, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following agreements, such as:

- (1) Third party contracts,
- (2) Leases,
- (3) Third party subcontracts; and
- (4) Other similar arrangements or agreements.

*Third Party Participant*, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following participants, such as:

- (1) Third party contractors,
- (2) Lessees,
- (3) Third party subcontractors, and
- (4) Other participants in the Project

### **5. Conflict of Interest**

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

### **6 Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$250,000 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 comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to

influence congress to a State legislature on legislation or appropriations, except through proper official channels. 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 recipient.

***The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$250,000 or more and prior to the award of the contract.***

## **7. Civil Rights**

(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. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4702.1 "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", issued October 1, 2012.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Religion, National Origin, Disability, Age, Sexual Origin, Gender Identity, or Status as a Parent - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act, 28 C.F.R. § 50.3, and Federal transit laws at 49 U.S.C. § 5332, the Contractor 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 as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014, 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 Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, 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 Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as

"construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of 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 No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

**(3) Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

**(4) Nondiscrimination on the Basis of Sex** - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

**(5) Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; 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 individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (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. ATBCB) 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) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; 5
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 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," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal regulations, "Miscellaneous Civil Rights Amendments (RRR)," pertaining to nondiscrimination on the basis of disability within 49 C.F.R. Parts 27, 37, and 38 were published in 79 Fed. Reg. 21402, April 16, 2014; and
- (12) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

(7) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(8) **Other Nondiscrimination Laws.** The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

(9) The Contractor 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.

(10) Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

### **8 Contracting with Disadvantaged Business Enterprises**

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.

a. This contract is subject to the requirements of U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26 [U.S. DOT published final rule, "Disadvantaged Business Enterprise: Program Improvements," 49 C.F.R. Part 26, on January 28, 2011 (see 76 Fed. Reg. 5083)], and Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, Pub. L. 111-147, March 18, 2010, 23 U.S.C. § 101 note.

The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is **6.1%**.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **Procuring Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Procuring Agency. In addition, these may apply:

- **the contractor may not hold retainage from its subcontractors; or**
- **is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed; or**
- **is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Procuring Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

d. The contractor must promptly notify the **Procuring Agency** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **Procuring Agency**.

## **9. Clean Air Act**

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal Assistance provided by FTA.



## **10. Clean Water**

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377, The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal assistance provided by FTA.

## **11. Environmental Protection** *(requirements for environmental studies)*

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5323(c)(2) , as amended by MAP-21, ; U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; were published in the Federal Register, 78 Fed. Reg. 8963, February 7, 2013; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 "Efficient environmental reviews for project decision making", pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006. Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319 Accelerated Decision making in Environmental Reviews," dated January 14, 2013, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

## **12. Environmental Justice** *(requirements for environmental studies)*

The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; as well as facilitating compliance with that Executive Order; and DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing; and the most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

## **13. Additional Environmental Requirements** *(requirements for environmental studies)*

The Contractor agrees to comply with the following:

- Corridor Preservation. That development of right-of way acquired under 49 U.S.C.

§ 5323(q), as amended by MAP-21, will not occur in anticipation of its Project until all required environmental reviews for that Project have been completed;

- Use of Certain Public Lands. assures that it will comply specifically 49 U.S.C. § 303, which requires certain findings be made before an FTA-funded Project may be carried out that involves the use of any publicly owned land.
- Wild and Scenic Rivers. It will comply, with Federal protections for the national wild and scenic rivers system, 16 U.S.C. §§ 1271 – 1287,
- Coastal Zone Management. assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465,
- Wetlands. agrees to, and assures that it will, facilitate compliance with the protections for wetlands provided in Executive Order 119 No. 11990, as amended, “Protection of Wetlands,” 42 U.S.C. § 4321 note,