



**REQUEST FOR PROPOSAL (RFP) FOR
PROPERTY AND EASEMENT ACQUISITION SERVICES
FOR THE TOWN OF CHAPEL HILL, NORTH CAROLINA**

BID: Q25-156
FROM: ZAKIA ALAM, PURCHASING & CONTRACTS MANAGER
SUBJECT: REQUEST FOR PROPOSALS: Property and Easement Acquisition Services
DATE: Tuesday, April 22, 2025

The Town of Chapel Hill, North Carolina, is seeking proposals from qualified firms/consultants to provide services for right of way and easement acquisition related to the construction of the North-South Bus Rapid Transit, a federally funded project.

Proposals are due by electronic submission to Purchasing and Contracts Manager Zakia Alam at zalam@townofchapelhill.org by May 13, 2025, by 3:00 pm ET with **"BID Q25-156 – Property and Easement Acquisition Services"** in the subject line.

QUESTIONS AND ADDENDUM:

Questions concerning this Request for Proposals must be submitted in writing to Bobbiette Glover, Procurement Analyst & DBELO, Chapel Hill Transit, at bglover@townofchapelhill.org by Wednesday, April 30, 2025, by 12:00 pm ET.

The subject line in the email shall read **"BID Q25-156 – Property and Easement Acquisition Services"**. Responses to all questions received will be published as an addendum on the Town's website at www.townofchapelhill.org by Friday, May 2, 2025, by 5:00 pm ET.

For questions on the bidding procedures, contact the Town's Purchasing Division at 919-969-5022.

Projected Project Schedule: The Town's goal is to use the following schedule if possible:

Proposal Request Issued	Tuesday, April 22, 2025
Questions Due from vendors (via email)	Wednesday, April 30, 2025, by 12:00 pm ET
Addendum to RFP posted to Town website	Friday, May 2, 2025, by 5:00 pm ET
Proposals due (via email)	Tuesday, May 13, 2025, by 3:00 pm ET
Proposal reviews complete and Contract award	Thursday, May 22, 2025, by 5:00 pm ET
Phase I Notice to Proceed (by or before date listed)	Monday, June 2, 2025, by 5:00 pm ET
Phase 1 Estimated Completion Date	180 Days after Phase 1 start.
Phase 2 Notice to Proceed (estimated)	Monday, March 2, 2026, by 5:00 pm ET
Phase 2 Estimated Completion Date	12 months after Phase 2 start.

Initial performance period: 180 days from Notice to Proceed. Based on the project schedule, full acquisition services may extend through 2027.

The Town of Chapel Hill reserves the right to reject any and all proposals for any reason or no reason and to accept the proposal most favorable to the Town of Chapel Hill. Proposals must remain valid for 60 days after the due date.

SCOPE OF WORK

The successful firm would be responsible for providing all services necessary to acquire right of way, permanent easements, and temporary easements related to the construction, operation, and maintenance of Chapel Hill Transit's planned North-South Bus Rapid Transit ("NSBRT") service, conforming with the schedule below. Acquisition standards and processes must comply with all relevant local, state, and federal requirements including all applicable US Department of Transportation (US DOT) and Federal Transit Administration (FTA) grant agreement requirements, Code of Federal Regulations Title 49, Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs ("Uniform Act") requirements, and North Carolina Department of Transportation (NCDOT) acquisition processes, including NCDOT's Uniform Appraisal Standards and General Legal Principles for Highway Right of Way Acquisitions. A preliminary schedule of acquisitions is attached to this notice as **Attachment 1**.

ESTIMATED PROJECT TIMELINE *(subject to change)*

June 2025		Phase 1: Notice to proceed
June 2025		CHT Submits Real Estate Acquisition and Management Plan (RAMP) v.1 to Federal Transit Administration (FTA)
September 2025		FTA Risk Workshop
January 2026		Right of way exhibits completed
March 2026		Phase 2 Notice to Proceed
April 2026		Right of way and easement acquisition activities commence
March 2027		Right of way and easement acquisition completed

1) Project Management and Document Control Services

The consultant will work with CHT to establish, document, and execute property and easement acquisition processes and procedures, adhering to the project's established schedule and all relevant regulations, policies, and requirements. Services include, but are not limited to:

- **Establishing property acquisition protocols, procedures, and schedule** (including a timeline for notifications, appraisals, claims, offers, negotiation, and acceptance/rejection, etc.; limits on offers and negotiations; approval and signatory authority for offers and claim reports, etc.), in compliance with local, state, and federal requirements.
- **Developing a secure, collaborative system for tracking property acquisition progress and quality control**, including notifications, negotiations, offers, acceptance/rejection, claims/payments, condemnation proceedings, and document recording.
- **Preparing and maintaining a complete paper file for the settlement of each parcel**, including a copy of relevant easement agreements or deeds, contact letters/e-mails, contact information, negotiation diary explaining any issues, exceptions, or unsuccessful attempts to contact the owner of record, and all other related documentation.
- **Participating in project risk reduction activities, including a full-day FTA Risk Review Workshop** (anticipated in Summer 2025).

- **Supporting updates to NSBRT's real estate cost estimates**, in consultation with CHT and design consultant, as right of way and easement acquisition activities progress.
- **Attend bi-monthly project update meetings with CHT and the project's design consultant to provide** property acquisition status updates for the duration of the project's property and easement acquisition phase.
- All other administrative or management tasks required for NSBRT property acquisition activities.

2) **Notification and Communication Services**

The consultant will notify and communicate with the owners of impacted properties in compliance with all local, state, and federal requirements. Services include, but are not limited to:

- Providing clear and consistent information allowing CHT to inform and educate impacted property owners about the acquisition process and timeline, promoting transparency, and mitigating misinformation and confusion about the scope, duration, and intent of encroachment and/or acquisition activities.
- Creating templates for all required letters, forms, and documents (i.e., introduction packet/ property owner notifications, requests to donate, offers, claim reports, final reports, closings, etc.), in compliance with all federal, state, and local requirements, in consultation with the Town's Legal Department, Strategic Communications Department, and CHT.
- Contacting and following up with all owners of record within 7-10 days of sending introduction packet, making a good faith attempt to meet with all local property owners, and/or providing out of town property owners with the opportunity to attend an in-person or virtual meeting.
- Providing appraisals (including all required property information), communicating the project's temporary and permanent property impacts to property owners, describing the impacts of acquisition on subject properties, and advising property owners of their legal rights and alternatives, in compliance with all state and federal requirements.
- All other services not described herein required to successfully perform this task in compliance with local, state, and/or federal guidelines.

3) **Negotiation, Appraisal, and Appraisal Review Services**

The consultant will negotiate property and/or easement acquisition for approximately 150 parcels projected to be impacted by the project in accordance with all relevant local, state, and federal requirements (preliminary right of way schedule is attached as **Attachment 1**).

A final right of way schedule, including all required property acquisition and easements for NSBRT, will be furnished by CHT's design consultant. Any individual designated as a right-of-way agent who is assigned to negotiate acquisition must have a valid North Carolina Real Estate Broker License in good standing. Any individual conducting appraisals must be a North Carolina General Certified Real Estate Appraiser on NCDOT's Approved Appraiser List.

All appraisal services must be conducted in accordance with the NCDOT Right of Way Manual, Uniform Standards of Professional Appraisal Practice (USPAP), and federal Uniform Act requirements. Negotiation, appraisal, and appraisal review services include, but are not limited to:

- Conducting negotiations to acquire property and easements for the construction, operation, and maintenance of NSBRT.
- Reviewing and understanding the nature and scope of the required agreements and/or property acquisition for all assigned parcels.
- Researching records for existing rights of way, construction features, relocation records, property management records, and/or any other information impacting property acquisition and/or ownership interest.
- Requesting property donations prior to making settlement offers.

- Attempting to settle by claim report if the property owners are unwilling to donate.
- Furnishing claim reports, appraisals, and appraisal reviews, as required for acquisition activities and in accordance with the requirements set forth in the NCDOT Right of Way Manual, USPAP, and Uniform Act.
- Providing CHT with all claim reports, appraisals, and appraisal reviews for review and approval before final execution.
- Submitting, in writing, any special provisions, agreements, and/or negotiated settlements exceeding agreed upon budgets, for CHT's review and approval.
- Submitting claim reports to NCDOT for review/approval, as required.
- Preparing written justification required by FTA for any settlements exceeding the offered amount of just compensation.
- Maintaining a detailed negotiation log for each parcel.
- Manage and track payments to property owners.
- If needed, providing or identifying professional services to mediate conflicts.
- All other services required to successfully perform this task and comply with state and/or federal guidelines are not described herein.

4) Condemnation Proceeding Services

In the event that settlements cannot be reached for assigned properties, the consultant will provide all services and documentation required to support property condemnation proceedings. Services include, but are not limited to:

- Preparing final condemnation reports, maps, and exhibits required for litigation purposes, in compliance with the NCDOT Right of Way Manual, federal Uniform Act, and Town requirements.
- Filing documents and responding to information requests related to condemnation proceedings.
- Attending hearings and providing expert testimony as needed.
- All other services required to successfully perform this task and comply with state and/or federal guidelines, not described herein.

5) Submittal and Documentation Services

The consultant will provide all services required to prepare, execute, and submit or record all relevant documents in compliance with all relevant local, state, and federal requirements. Services include, but are not limited to:

- Create document templates (i.e., required notifications, deeds, and easements) and prepare legal descriptions in consultation with the Town and CHT.
- Prepare, execute, and record documents conveying title to acquired properties with the register of deeds.
- Delivering executed and recorded deeds and easements to CHT.
- Providing Certificates of Title for each property and its ownership as of the date of closing or the date of filing of condemnation, unless required otherwise in the NCDOT Right of Way Manual (August 2023).
- Obtaining NCDOT Right of Way Certification, if required.
- Prepare and submit required documentation and final reports necessary for closing all settled property claims.
- All other services required to prepare, execute, and submit or record relevant documents and close out the project's property acquisition activities.

6) Other Services

Firms shall include a per-parcel unit fee for property acquisition activities in the event that acquisition services are required for additional parcels over the life of the contract and for any additional activities not described herein that are required to successfully perform the requested services in compliance with all relevant requirements.

PROPOSAL SUBMISSION REQUIREMENTS & EVALUATION CRITERIA

Throughout this request for proposal ("RFP"), the "Proposer" refers to qualified firms that submit Proposals. Costs incurred by firms responding to this RFP are solely their responsibility. Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP.

All Proposers are expected to examine the specifications and instructions in the RFP. Failure to do so is at their risk. Each Proposer must furnish the required information. Proposers must sign and submit all proposal forms, certifications, and affidavits. The person signing the proposal must have the authority to do so.

The firm shall furnish all labor, supervision, and materials required to perform the services described herein in a manner that is satisfactory to the Transit Planning Manager, and per contract specifications.

The Town of Chapel Hill reserves the right to waive any minor proposal informalities or irregularities that do not affect the substance of the proposal or prejudice other proposers. The Town of Chapel Hill reserves the right to accept any proposal or any part or parts thereof or to reject any and all proposals submitted.

The firm performing the services described herein **must hold a North Carolina Real Estate Broker's license in good ethical and professional standing**. The firm performing appraisal services **must** be a North Carolina General Certified Real Estate Appraiser on NCDOT's Approved Appraiser List. Some services being solicited may not require a license. It is the Contractor's responsibility to comply with all relevant laws of the State of North Carolina and the United States Code of Federal Regulations (CFR).

Proposals should be limited to a maximum of 25 pages (fewer pages are acceptable) and shall include:

- All required forms.
- **A cover letter briefly introducing the firm, including legal business name, DBA** (if any), any branch offices or other subsidiary elements that will perform, or assist in performing, the described services, and a point of contact, including email address and phone number. The cover letter must be signed by an agent with the authority to commit the firm's personnel and resources to the project and to execute legal documents on the firm's behalf.
- **A company profile describing the types of services provided by the Consultant** (and any proposed subcontractors) and years of experience relevant to the services described herein. Proposals must describe the company's experience supporting property acquisition activities for transportation projects in North Carolina to be responsive. This includes the Consultant's familiarity with all relevant legislation, regulations, and guidance governing property acquisition for federally funded projects, including, but not limited to:
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
 - FTA Circular 5010.1D, Grant Management Guidelines, Chapter IV (Management of Real Property).
 - Chapter 136 of the North Carolina General Statutes.
 - NCDOT Right of Way Manual.
 - Uniform Standards of Professional Appraisal Practice (USPAP).
- **A staffing plan and organization chart identifying key staff roles**, including any sub-contractors proposed to perform services. Proposals must identify the task(s) or services each staff member and/or proposed subcontractors will support to be responsive. Multiple roles may be filled by one staff member if qualified. The staffing plan must clearly identify project management staff, Licensed North Carolina Real Estate Broker(s), and North Carolina General Certified Real Estate Appraiser(s) on NCDOT's Approved Appraiser List.

- **A one-page abbreviated resume for proposed staff** (including any proposed subcontractors) including name, title, project role, licenses/certifications (if relevant), physical office or work location, a brief bio, and specific professional experience relevant to the scope of work. Please include licensure and/or certifications for staff members proposed to conduct appraisals, negotiations, or legal services.
- **A detailed work plan for all required services** described herein, including a timeline and specific deliverables for each task.
- **A detailed project management plan** describing the Contractor's specific strategies for facilitating a productive working relationship with the Chapel Hill Transit manager, ensuring the project stays on schedule and within budget, quality control, and quality assurance procedures, and document control and file management processes (including paper and digital files for all assigned parcels). This should include approaches for coordinating with Town Departments (i.e., Business Management, Public Works, Town Attorney, Strategic Communications, etc.).
- **A description of at least three (3) similar projects undertaken within the past five (5) years** by the Consultant (and at least three (3) similar projects for any proposed subcontractors), demonstrating the firm's ability to successfully perform the proposed services. For each project included, please describe:
 - Project name, location, and brief overview.
 - Point of contact, including name, email, phone number, and project role.
 - Start and end dates of services rendered (in-progress work is acceptable).
 - Project budget.
 - Application of relevant statutory requirements (i.e., Uniform Act, NCDOT Right of Way Manual).
 - Coordination with public or private utilities and/or public or private entities (i.e., universities or similar institutions) if any.
 - Firms should highlight the role(s) of proposed staff related to any of the following activities:
 - General property acquisition and legal support services.
 - Status tracking and document control processes and procedures.
 - Preparing required notification, deed, and easement templates.
 - Notifying impacted property owners.
 - Research property records and titles.
 - Settlement negotiations, including soliciting property and easement donations.
 - Preparation of claims reports.
 - Appraisals, appraisal reports, and appraisal reviews.
 - NCDOT Right of Way certification.
 - Title conveyance and certificates of title, including preparing, executing, and recording easements and conveyance documents.
 - Condemnation proceedings.
- **At least two references for each firm** (including any proposed subcontractors), including name, email, and phone number.
- **A description of proposed pricing**, including hourly rates for staff and levels of effort for all proposed project activities. Firms shall also include a per-parcel unit fee if property acquisition activities exceeding the scope of this contract are required.
- Proposals and pricing should include any activity not described herein that is required to successfully perform the requested services in compliance with all relevant requirements.

SELECTION CRITERIA AND METHODOLOGY

Chapel Hill Transit's selection committee will review and evaluate all submissions. Submissions deemed non-responsive, i.e., those not meeting the minimum requirements of this request, will not be reviewed. Proposals will be reviewed and scored, and the Town will enter into negotiations with the top candidate to execute a contract.

Evaluations will prioritize the proposer's experience providing property acquisition services for transportation projects in North Carolina, the proposed work plan, service reputation, references, and other factors deemed relevant. Demonstrated experience communicating sensitive and timely information to third parties, institutional parties (i.e., universities), and property owners; conducting successful negotiation and conflict resolution activities; and experience with Federal Transit Administration (FTA) Capital Improvement Grant risk and readiness reviews and requirements are preferred, but not required.

Score Card Criteria

Proposals will be evaluated and scored based on the following criteria:

30 points: Firm or team's experience and qualifications

30 points: Price proposal

25 points: Work plan and project approach

15 points: Client references

OTHER TERMS AND CONDITIONS

The Proposer agrees to the following:

To examine the proposal documents and conditions thoroughly. The failure of omission of any firm to examine any form, instrument, or document shall in no way relieve any firm from any obligation with respect to their proposal.

To comply with all federal, state, and city laws, ordinances, and rules.

The Town expressly reserves the following rights:

1. To waive or reject any and/or all irregularities in the proposals submitted.
2. To waive or reject any and/or all proposals or portions thereof.
3. To base awards with due regard to cost of the project, compliance with specifications, and other such factors as may be necessary due to circumstance.
4. To make an award to a firm whose proposal is in the Town's best interest.
5. To negotiate different terms and conditions with any firm the Town chooses.

QUALIFICATIONS OF FIRM

The Town may make such investigations as deemed necessary to determine the ability of the firm(s) to perform the work. The firm shall furnish all information and data for this purpose as the Town may request. The Town reserves the right to reject any proposal if the evidence submitted by, or investigation of, such firm fails to satisfy the Town that such firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

All proposals shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the proposal to be considered irregular and shall be grounds for rejection of the proposal.

I. SUBMISSION OF PROPOSAL:

- A. Open Records.** Information submitted to the Town of Chapel Hill is public information and is available upon request in accordance with the North Carolina Public Information Act. As provided by North Carolina statute and rule, the Town will consider keeping confidential the trade secrets, which the proposer does not wish to be disclosed. **For such information, the proposer must mark each page in boldface at the top and bottom as "CONFIDENTIAL".** In spite of what is labeled as a trade secret, the determination of whether it is or not will be determined by North Carolina General Statutes 132-1.2(1).
- B. Proposal Submission Form.** Proposals shall be submitted on the Proposal Form furnished with the specifications and must be completed in ink or typewritten without erasure, interlineations, or changes.
- C. Disadvantaged Business Enterprises.** Proposer shall make a good faith effort to ensure that, whenever possible, subcontracts are awarded to disadvantaged business enterprises in accordance with Federal policy. See **Exhibit B, Federal terms and Clauses** for additional information. All required documents must be included with the proposal form at the time of submission. **Note:** Proposer must provide proof of timely payments to DBE subcontractors and submit monthly payment reports, if applicable to this project, including invoice numbers, amounts paid, and payment dates upon request by the Town of Chapel Hill.

III. MINIMUM REQUIREMENTS FOR CONTRACT EXECUTION AND PERFORMANCE:

- A. Form of Contract.** The contract to be awarded as a result of this RFP will be in substantially the same form and content as the sample contract included in this proposal package. In the event that additional terms and conditions are proposed to be attached to said contract, there shall be none of the following unless Town's express prior written agreement is obtained: (i) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (ii) any limitation on damages, including a limitation on consequential damages; (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that Town officials or employees keep information confidential or that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the North Carolina Public Records law.
- B. Federal Requirements.** Unless indicated otherwise below, all provisions in the Contract related to federal requirements, including Davis-Bacon Act provisions, apply.
- C. Insurance**
The successful Proposer shall procure and maintain during the life of the contract the following insurance coverage's:
- **Worker's Compensation:** Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.
 - **Commercial General Liability:** Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.
 - **Business Auto Policy:** Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

- **Professional Liability Insurance:** The selected firm will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000.
- **Special Requirements:**
The Town of Chapel Hill is to be named as an additional insured on the Commercial General Liability policy. Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the Town of Chapel Hill thirty (30) days prior to any expiration date. There shall also be a 30-day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Accord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the Town of Chapel Hill. Wording on the Certificate of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Town at any time.

- D. **Contract Period:** The initial term of performance of this contract will be for the period from June 1, 2025, through June 1, 2027. Upon mutual agreement between the Town and the Contractor, the contract may be extended for three (3) additional periods of one (1) year. All changes in the terms and conditions of this contract must be confirmed in the form of a written amendment, which is to be approved by the purchasing agent.
- E. **Cancellation:** This contract may be canceled at any time by reason of unsatisfactory performance or other default of the Contractor upon thirty (30) days prior written notice by the contract coordinator. Unsatisfactory performance by the contractor shall be defined as, any occasion when the Contractor fails to satisfactorily correct a deficiency after written or e-mail notification from the Transit Planning Manager. The deficiency notice will spell out the exact nature of the discrepancy and the corrective action requested and specify a reasonable time schedule for the correction of the deficiency.
- F. **Billing and Payment.** The Contractor shall submit a bill to the Town for work performed under this contract. The Contractor shall bill, and the Town shall pay the rates set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice approved by the Contract Coordinator. The Contractor shall submit monthly bills to the Town for work performed under the terms of the Contract, including all direct and indirect costs for each invoice period. Invoices shall identify each employee performing work by name and classification, the hours worked, and hourly labor cost and include a brief description of the work performed. All non-labor costs ("other direct costs") must be itemized and accompanied by a complete description of each item billed, including a receipt or invoice. Monthly invoices shall be substantiated by a progress report including, at a minimum, a description of work completed during the current period, a description of work expected to be completed in the next billing period, a description of any challenges encountered that may impact the project's budget or timeline, and a description of how those challenges are being managed

ATTACHMENT 1

Preliminary Property Acquisition Summary by Project Segment and Acquisition Type

DEFINITIONS

TYPE	DEFINITION
Right of way (ROW)	Permanent right-of-way acquired for the roadway widening
Temporary Construction Easement (TCE)	Temporary use of property beyond the permanent ROW. Used for erosion control measures and slope construction. The property owner retains ownership. After the project is completed, the easement is no longer available.
Permanent Utility Easement (PUE)	Easement used for utilities for areas beyond the permanent ROW. The property owner retains ownership, but the utility company is permitted access to install and maintain relocated utilities during and after construction.
Permanent Drainage Easement (PDE)	Easement used for the construction and maintenance of drainage infrastructure (i.e. pipe, box culvert, channel realignment) located outside of the permanent ROW. The property owner maintains ownership, but easement permits access to the drainage infrastructure.
Parcels	Impacted properties.
Unique Owners	Owner of record of one or more impacted parcels.

PRELIMINARY PROPERTY ACQUISITION SCHEDULE

	ROW	TCE	PUE	PDE	TOTAL	PARCELS	OWNERS
SEGMENT 1 Southern Village Park and Ride to NC 54	16	7	0	10	33	26*	12
SEGMENT 3 Downtown Chapel Hill to Eubanks Road Park & Ride	94	96	0	1	191	124**	76
TOTAL	110	103	0	11	224	150	88

*The Town of Chapel Hill is the owner of record of four parcels.

** The Town of Chapel Hill is the owner of record of seven parcels.

PROPOSAL FORM
 Proposal: Q25-156
Property and Easement Acquisition Services RFP
 Town of Chapel Hill
 Transportation Department
 Chapel Hill, NC

Proposer Information:

- Company Name: _____
 - Proposal Date: _____
 - Phone Number: _____
- Proposer Name: _____
 Contact Email: _____

Cost Breakdown:

Personnel & Labor Costs:

Position Title	Hourly Rate (\$)	Estimated Hours	Total Cost (\$)
Subtotal			\$

Task-Based Budgeting:

Task Description	Assigned Personnel	Estimated Hours	Task Cost (\$)
Subtotal			\$

Per-Parcel Unit Fee:

Parcel Type	Unit Fee (\$)	Estimated Quantity	Total Cost (\$)
Residential			
Commercial			
Subtotal			\$

Additional Direct Costs:

Expense Type	Description	Estimated Cost (\$)
Travel		\$
Materials		\$
Other		\$
Total Direct Costs		\$

Total Project Cost:

Cost Component	Amount (\$)
Total Personnel & Labor Costs	\$
Total Task-Based Costs	\$
Per-Parcel Unit Fee	\$
Total Direct Costs	
Total Project Cost	\$

NON-COLLUSIVE AFFIDAVIT– To be Returned with Offer

The undersigned as Proposer, hereby declares that the only person(s) interested in this quote as principals (s) are named herein and that no other person than herein mentioned has interest in this proposal or in the contract to be entered into; that this quote is made without connection with any other persons, company or parties making a proposal and that it is in all respects fair and in good faith without collusion or fraud.

1. The undersigned further declares it can complete the work as specified in the request for proposal at the rates included in its proposal. The undersigned further declares itself informed of the applicable FTA contract clauses and has read all special provisions furnished prior to the solicitation of quotes that is satisfied relative to the work to be performed.
2. The undersigned further declares that it received and examined the scope and will abide by these requirements in performing the work.
3. The undersigned proposes and agrees, if this proposal is accepted, to contract with the Town of Chapel Hill, to furnish all necessary materials, equipment, and labor necessary in the request for proposal to the full and entire satisfaction of the Town of Chapel Hill.
4. The undersigned Proposer hereby agrees that the Town of Chapel Hill reserves the right to reject any and all proposals when such rejection is in the best interest of the Town of Chapel Hill. Award will be made to the proposer(s) whose submission is determined to be the most advantageous to the Town, based on the evaluation criteria set forth in the RFP. Price is one factor in the evaluation but not the sole determinant.

Submitted the _____ day of _____, 2025

BY:

Firm Name	
Signature of Proposer	
Printed Name & Title	

**CERTIFICATION OF PRIME REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS – To be Returned with Offer**

The Prime Contractor, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offense enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this bid/quote/proposal had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.

If the above-named Prime Contractor is unable to certify to any of the statements in this certification, the Primary Contractor shall attach an explanation to this certification.

The Prime Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

CERTIFICATION OF RESTRICTIONS ON LOBBYING – To be Returned with Offer

I, _____, _____, hereby certify on behalf of
(Name) (Title)

_____ that:
(Firm)

- (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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of 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 of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 instructions.

This certification is a material representation of fact upon which reliance is 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

Dated _____
(Name)

(Title)

(Firm)

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS FOR THE PARTICIPATION OF
DISADVANTAGED BUSINESS ENTERPRISES (DBE's)**

The Contractor hereby certifies that it will comply with the requirements of Section 19 of the FTA Act, Section 105(f) of the Surface Transportation Assistance Act of 1982, Section 100(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and the DOT implementing regulations of 49 CFR Part 26.

DATE _____

SIGNATURE _____

TITLE _____

FIRM _____

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____



PLAIN LANGUAGE INSTRUCTIONS FOR MEETING DBE REQUIREMENTS

Chapel Hill Transit is **fully committed to meeting federal DBE requirements**. This guide explains what's required, how to comply, and why it matters. Following these steps ensures your proposal is considered **responsive** and avoids disqualification due to DBE non-compliance.




1. What is Required:

- All Proposers must **either meet the 1.7% DBE goal** for this project OR show a **Good Faith Effort (GFE)** to include DBEs.
 - If you don't submit the required DBE documentation, your proposal will be considered **non-responsive** and rejected.
-

2. If You Meet the DBE Goal:

- Submit the following:
 -  **DBE Letter of Intent / Schedule of Participation**
 -  **DBE proof of certification** (must be valid and issued by NCDOT)
-

3. If You Do NOT Meet the DBE Goal:

- Submit:
 -  **GFE Checklist Form** — and provide documentation for every step taken to find DBE vendors.
 -  A written explanation of why DBE participation is not possible.
 -  This explanation is **only acceptable** if you also provide proof of outreach and attempted inclusion. Screenshots of email correspondence and results of various DBE state directories results are acceptable to include with your explanation.
-

4. Examples of Good Faith Efforts (GFE):

- Contacted DBE firms listed in the [NC DOT DBE Directory](#)
- Advertised subcontracting opportunities (trade pubs or online)
- Sent quote requests to DBE firms
- Documented follow-up with DBEs who didn't respond

***DON'T FORGET TO INCLUDE YOUR LETTER OR NARRATIVE EXPLAINING YOUR EFFORTS**

Frequently Asked DBE Questions

This form is designed to help vendors succeed. If you have questions or need assistance completing your DBE documentation, we're here to help. **Don't lose an opportunity due to incomplete paperwork!**

I AM A DBE-CERTIFIED PRIME. DO I STILL NEED TO DO A GOOD FAITH EFFORT?



Yes. DBE goals are in place to give opportunity to Disadvantaged Business Enterprises. As a DBE contracting as the Prime, it is up to you to provide a DBE with the opportunity to subcontract 1.7% of the public monies allocated for this project. If you cannot meet the DBE goal using certified subcontractors, you still must document a **Good Faith Effort** showing that you attempted to include other DBEs.

I'M HUB-CERTIFIED. DOES THAT SATISFY THE DBE REQUIREMENT?



No. HUB is a **state-level certification** and does **not fulfill federal DBE requirements** unless your firm is also certified through **NCDOT's Unified Certification Program**.

CAN I JUST WRITE "NOT APPLICABLE" ON THE DBE FORMS IF I'M DOING THE WORK MYSELF?



No. Federal regulations **still apply**. You must complete the forms and **either demonstrate DBE participation or Good Faith Effort** — even for self-performed work. (e.g., "All work performed in-house" or "No DBEs supply the required product").

IS THIS REALLY REQUIRED? WHO CHECKS THIS?




Yes. It's the law. DBE compliance is reviewed by Chapel Hill Transit, the Town's Procurement Division, and the FTA (Federal Transit Administration). Non-compliance can result in your proposal being disqualified — and may impact future opportunities.

Need Help?

Contact the Chapel Hill Transit **Disadvantaged Business Enterprise Liaison Officer (DBELO)**:

Bobbiette Glover

 Email: bglover@townofchapelhill.org

 Phone: 919-969-4903

LETTER OF INTENT / SCHEDULE OF PARTICIPATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION*

(THIS FORM MUST BE COMPLETED IN FULL & SUBMITTED TO THE SPONSOR WITH DBE DOCUMENTATION)

PROJECT/PROPOSAL NO. _____

PROJECT TITLE _____

NAME OF GENERAL CONTRACTOR

NAME OF DBE CONTRACTOR*

ADDRESS

CITY

STATE

ZIP CODE

PHONE

1. The undersigned DBE firm intends to perform work in connection with the above referenced project as:
Check one:
_____ an individual _____ a partnership _____ a corporation
_____ a joint venture with _____
_____ other _____
attach extra sheets if necessary.

2. The undersigned affirms that s/he is a duly authorized official representing the proposed Disadvantaged Business Enterprise and affirms that its certification has not expired nor been revoked. (Attach a copy of certification letter.)**

Check all that apply:

_____ MBE _____ WBE _____ Other _____

Certification Agency _____ Certification Number _____

3. If awarded the contract, the undersigned intends to enter into a subcontract to perform the work described on the following sheet for the prices indicated.

* Use a separate form for each DBE firm to be utilized on the project.

** Certification must be completed prior to contract award. See contract documents and "Instructions to Proposer."

LETTER OF INTENT / SCHEDULE OF PARTICIPATION

NOTE TO PROPOSER: **THE DBE GOAL FOR THIS PROJECT SHALL NOT BE LESS THAN 1.7 %**. IF THIS GOAL IS NOT MET, THE PROPOSER MUST SUBMIT DOCUMENTATION OF A "GOOD FAITH EFFORT" TO THE SPONSOR, PRIOR TO CONTRACT AWARD, AS OUTLINED BY THE SPONSOR'S DBE PLAN.

CONTRACT ITEM NO	DESCRIPTION OF WORK PERFORMED BY DBE CONTRACTOR	ITEM QUANTITY	UNIT PRICE	ITEM AMOUNT

TOTAL AMOUNT CREDITED TO DBE CONTRACTOR (ADD ITEM AMOUNTS) TOTAL \$ _____

PROPOSED TOTAL CONTRACT PRICE \$ _____

THE TOTAL PRICE TO DBE CONTRACTOR FOR WORK PERFORMED UNDER THIS CONTRACT IS _____% OF THE PROPOSED TOTAL CONTRACT PRICE. (SEE NOTE TO PROPOSER ABOVE)

The undersigned certify that they will enter into a formal agreement upon execution of the contract for the above referenced project pursuant to all conditions noted in attached documents, swearing and affirming under the pains and penalties of perjury, that the foregoing information and appropriate attachments are true to the best of their knowledge.

NAME OF DBE CONTRACTOR

AUTHORIZED SIGNATURE

TITLE

DATE

NAME OF GENERAL CONTRACTOR

AUTHORIZED SIGNATURE

TITLE

DATE

EVIDENCE OF GOOD FAITH EFFORTS

This form **must** be completed and submitted only if the Proposer declares on the Letter of Intent that they cannot meet the established 1.7% DBE goal. Supporting documentation is required for each action checked "Yes."

Proposer Name: _____
Project Name: _____ **Project/Proposal #:** _____
Contact Person: _____
Mailing Address: _____
Phone: _____ **Email:** _____
Printed Name: _____ **Title:** _____
Signature: _____

The DBE Liaison Officer (DBELO) will evaluate all submitted evidence in accordance with the standards set forth in 49 CFR Part 26 and the DBE Program. All supporting documentation/evidence of good faith efforts must be clearly labeled and submitted with this form.

The following actions provide examples of efforts that may be considered but are not mandatory, exclusive, or exhaustive:

Good Faith Effort Action	Examples of Acceptable Documentation (Attach To This Form)	Check Yes/No
Pre-Bid Meeting: Attended all pre-bid meetings where DBE participation was discussed.	Meeting sign-in sheets, email confirmation of attendance.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
Advertisement: Publicized subcontracting or supplier opportunities.	Screenshots of online ads, copies of advertisements in trade journals.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
Written Notices: Contacted DBEs directly to solicit their interest in the project.	Copies of outreach emails, mailed letters, or phone call logs.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
Follow-Up: Followed up with DBEs who expressed interest to confirm their availability and qualifications.	Follow-up emails, notes from phone calls.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
DBE Directory Search: Searched the state or federal DBE directories for potential partners or suppliers.	Screenshot of search results or printout of DBE directory.	<input type="checkbox"/> Yes / <input type="checkbox"/> No
No DBE Opportunities: Explained why DBE participation is not possible.	A written explanation detailing reasons (e.g., "All work performed in-house").	<input type="checkbox"/> Yes / <input type="checkbox"/> No

Note: If vendor declared on the Letter of Intent form that they cannot meet the established 1.7% DBE goal, failure to complete and submit this "Evidence of Good Faith Efforts" form with required supporting documentation **will result in your proposal being deemed non-responsive.**

SAMPLE CONTRACT:
STATE OF NORTH CAROLINA
COUNTY OF ORANGE

CONTRACT FOR
{DESCRIPTION OF SERVICES TO BE
PROVIDED UNDER THIS CONTRACT}

This Contract is made and entered into by and between the “Town of Chapel Hill,” herein “Town,” and “{Contractor’s Full Legal Name},” herein “Contractor,” for the services as described in this agreement.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A, attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town will pay for the Contractor’s services as set forth in Exhibit A.
3. Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount} plus applicable sales tax.
4. Federal Assistance. This Contract is funded, in whole or in part, by federal assistance. Accordingly, the federal provisions contained in Exhibit B apply, as applicable. In the event the federal assistance funding this contract, in whole or in part, is frozen or terminated, then this Contract shall automatically expire without penalty to the Town, and Contractor shall immediately stop its work unless otherwise agreed to by the Town in writing.
5. Billing and Payment: The Contractor shall submit an invoice to the Town for work performed under the terms of this Contract. The Town will make payment within thirty (30) days of receipt of an accurate invoice, approved by the department which contracted for these services.
6. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor, except to the extent same are caused by the negligence or misconduct of the Town. Contrary to any provision that may be contained in any exhibits, attachments, or subsequent purchase orders, the Town shall not consent to limitations of Contractor liability for amounts less than the amount of insurance coverage under this agreement. Any provision that may be contained

in any exhibit attached hereto that calls for the Town to indemnify the Contractor shall be only to the extent allowed by law.

7. Insurance Provisions: The Contractor shall provide evidence of current valid insurance (if applicable) for the duration of this agreement, with the Town named as an additional insured under the Contractor's Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers' Compensation - \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. Cyber Liability Coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate is required for Contractors having access to personal identifying information and/or computer networks. The Town may also require evidence of supplementary insurance coverages depending on the services provided under this agreement.
8. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this agreement without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
9. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
10. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If any subcontractors are used, they also must comply with these requirements. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
11. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
12. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term.
13. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibits, attachments, or subsequent purchase orders, the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
14. Preference: If the terms of any exhibits, attachments, or subsequent purchase orders are not consistent with the terms of this Contract, this document shall have preference; provided

that where either any exhibits, attachments, or subsequent purchase orders or this document establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.

15. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
16. Assignment: This Contract shall not be assigned without the prior written consent of the parties.
17. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.
18. Non-Appropriation of Funding: Contractor acknowledges that the Town is a governmental entity, and the Contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of Town's obligations under this Contract, then this Contract shall automatically expire without penalty to the Town, thirty (30) days after written notice to Contractor advising of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

19. Construction Project Related Sales Tax: If applicable, the Contractor must provide certified statements regarding the cost of materials purchased and the amount of North Carolina sales and use taxes paid by Contractor and any subcontractors. Contractor further agrees to provide the Town with any additional information and documentation the Town might request in the event the Commissioner of Revenue of the State of North Carolina requires more information to substantiate a refund claim by the Town for sales or use tax. The Town will not make payment until these statements are submitted. Any tax refunds received by the Town will remain with the Town.
20. Term: This Contract, unless amended as provided herein, shall be in effect until _____, 20____. Any renewal provisions that may be contained in any exhibits, attachments, or subsequent purchase orders are void and without effect.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto cause this Contract to be executed in their respective names.

{CONTRACTOR’S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK/DEPUTY TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____ 20 ____ .

Approved as to Form and Authorization

ATTORNEY FOR TOWN

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

FINANCE OFFICER

DATE

EXHIBIT B - FEDERAL TERMS

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Equal Employment Opportunity except Special DOL EEO clause for construction projects)	All	All	All	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$150,000	>\$150,000	>\$150,000
Resolution of Disputes, Breaches, or Other Litigation	>\$250,000	>\$250,000	>\$250,000	>\$250,000	>\$250,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Clean Water	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.
Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, etc.	\$25,000 or More. Prime and Subs		\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs
Prompt Payment	All	All	All	All	All
Federal Tax Liability	All	All	All	All	All
Trafficking	All	All	All	All	All

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (also ferries).	
Veterans Preference				>\$150,000	
Contract Work Hours and Safety Standards Act		>\$250,000 (transportation services excepted).	>\$250,000	>\$250,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > \$2,000 (also ferries).	
Bonding				>\$250,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Seat Belt Use	All	All	All	All	All
Distracted Driving	All	All	All	All	All
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.
Prohibition on Certain Telecommunications Equipment	All	All	All	All	All

1. FTA Funding Requirement/No Obligation to Third Parties by Use of a Disclaimer

This requirement may be financed in whole or in part by the Federal Transit Administration. Accordingly, federal requirements apply to this Contract and if those requirements change then the changed requirements shall apply to the resultant contract(s) and order(s) as required. The TOWN of CHAPEL HILL and the Contractor 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 TOWN of CHAPEL HILL, Contractor, or any other party pertaining to any matter resulting from the underlying contract. The Contractor agrees to include this 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 subcontractor who will be subject to its provisions.

2. Federal Changes

Contractor 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 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.

3. TITLE VI Compliance (Civil Rights and Equal Opportunity)

The TOWN OF CHAPEL HILL is an Equal Opportunity Employer. As such, CHAPEL HILL TRANSIT and the TOWN OF CHAPEL HILL agree to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, CHAPEL HILL TRANSIT and the TOWN OF CHAPEL HILL agree to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this requirement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

A. Nondiscrimination. In accordance with 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.

B. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

C. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., 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, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

D. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Energy Conservation

The contractor 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.

5. Access to Records

The Contractor shall permit the authorized representatives of the TOWN of CHAPEL HILL, the United States Department of Transportation and the Comptroller General of the United States to inspect, audit, make copies and transcriptions of all work, materials, payrolls and other data and records of the Contractor relating to its performance under the Contract. The Contractor shall maintain all such records for a period of three (3) years after the TOWN of CHAPEL HILL makes final payment under this Contract.

6. Changes to Contract

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

7. Debarment, Suspension, Ineligibility and Voluntary Exclusion

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 Government wide 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:

A. Debarred from participation in any federally assisted Award;
B. Suspended from participation in any federally assisted Award;

C. Proposed for debarment from participation in any federally assisted Award;

D. Declared ineligible to participate in any federally assisted Award;

E. Voluntarily excluded from participation in any federally assisted Award; or f. 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 TOWN of CHAPEL HILL and CHAPEL HILL TRANSIT. If it is later determined by the TOWN of CHAPEL HILL and CHAPEL HILL TRANSIT that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the TOWN of CHAPEL HILL and CHAPEL HILL TRANSIT, 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.

8. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions 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 this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, 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 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by

FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. Environmental Requirements

The Contractor 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 Contractor agrees to report each violation to the TOWN of CHAPEL HILL and understands and agrees that MST will report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA. The Contractor 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 Contractor agrees to report each violation to the TOWN of CHAPEL HILL and understands and agrees that the TOWN of CHAPEL HILL will report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

10. Termination for Convenience (General Provision)

The TOWN of CHAPEL HILL may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the TOWN of CHAPEL HILL's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to TOWN of CHAPEL HILL to be paid the Contractor. If the Contractor has any property in its possession belonging to TOWN of CHAPEL HILL, the Contractor will account for the same, and dispose of it in the manner TOWN of CHAPEL HILL directs.

11. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the TOWN of CHAPEL HILL may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the TOWN of CHAPEL HILL that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the TOWN of CHAPEL HILL, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

12. Opportunity to Cure (General Provision)

The TOWN of CHAPEL HILL, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other

appropriate conditions.

If Contractor fails to remedy to TOWN of CHAPEL HILL's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from TOWN of CHAPEL HILL setting forth the nature of said breach or default, TOWN of CHAPEL HILL shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude TOWN of CHAPEL HILL from also pursuing all available remedies against Contractor and its sureties for said breach or default.

13. Waiver of Remedies for any Breach

In the event that TOWN of CHAPEL HILL elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by TOWN of CHAPEL HILL shall not limit TOWN of CHAPEL HILL's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

14. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, 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 contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the municipal corporation to be in violation of FTA terms and conditions.

15. Disadvantaged Business Enterprises (DBEs)

The contractor, sub-recipient or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the Chapel Hill Transit and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the Chapel Hill Transit to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The Chapel Hill Transit shall make all determinations with regard to whether or not a Bidder/Officer is in compliance with the requirements stated herein. In assessing compliance, the Chapel Hill Transit may consider during its review of the Bidder/Officer's submission package, the Bidder/Officer's documented history of non-compliance with DBE requirements on previous contracts with the Chapel Hill Transit.

Contract Assurance

The Contractor, subrecipient or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 Chapel Hill Transit deems appropriate.

DBE Participation

For the purpose of this Contract, Chapel Hill Transit will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the Chapel Hill Transit.

DBE Participation Goal

The DBE participation goal for this Contract is set at 2%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 2%** of the total Contract price. Failure to meet the stated goal at the time of proposal

submission **may** render the Bidder/Offeree non-responsive.

Proposed Submission

Each Bidder/Offeree, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeree intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeree has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeree may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the Chapel Hill Transit.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeree is unable to meet the goal set forth above (DBE Participation Goal), the Chapel Hill Transit will consider the Bidder/Offeree's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the Chapel Hill Transit will consider as part of the Bidder/Offeree's good faith efforts include, but are not limited to, the following:

1. Documented communication with the Chapel Hill Transit's DBE Coordinator (questions of RFQ requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the Chapel Hill Transit generally informs potential Bidder/Offeree's of DBE subcontracting opportunities;
3. The Bidder/Offeree's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's. The Bidder/Offeree shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:
 1. The names, addresses, and telephone numbers of DBE's that were contacted;
 2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
 3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include

copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the Chapel Hill Transit's prior written consent. Chapel Hill Transit may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify Chapel Hill Transit in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

Chapel Hill Transit shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to Chapel Hill Transit that summarize the total DBE value for this Contract.** These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender. Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Chapel Hill Transit. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed. The successful Bidder/Offeree shall permit:
 - Chapel Hill Transit to have access to necessary records to examine information as Chapel Hill Transit deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeree and other DBE parties entered into during the life of the Contract.
 - The authorized representative(s) of Chapel Hill Transit, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of

this Contract.

- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time Chapel Hill Transit has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Chapel Hill Transit may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

16. Prompt Payments Mechanisms

The prime consultant firm is required to pay all sub-consultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment that the Town of Chapel Hill/Chapel Hill Transit makes to the prime consultant. The prime consultant is required to provide prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the sub-consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the project sponsor. This clause applies to both DBE and non-DBE subcontractors.

17. Clean Air Act

- (a) The Contractor agrees to comply with all applicable standards, orders, or regulations, issued pursuant to the Clean Air Act, as amended 42 U.S.C. Sect. 7401 et seq. and 40 CFR 15.61 and 49 CFR Part 18. The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, 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 \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

18. Clean Water

- (a) The Contractor 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. Sect. 1251 et seq. 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 \$100,000 financed in whole or in part with Federal assistance provided by FTA.

19. ADA Access

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 04 of the Rehabilitation Act of

1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; 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; 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; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (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; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "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) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

20. Lobbying Restriction

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 \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restriction 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 a member 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 21 U.S.C 1352. Each tier shall comply with Federal statutory provisions to 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 contractor.

The requisite "Lobbying Certification" is included as an Attachment and shall be executed for contracts of \$100,000 or more and prior to the award of the

21. Buy America Requirements

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

ADDITIONAL TERMS THAT VARY BY PROJECT

Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-

of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Fly America

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and sub recipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Conformance with National ITS Architecture

To the extent applicable The Town of Chapel Hill, and subsequently the contractor, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 FR 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

Recycled Products

The Recycled Products requirements apply to all procurement actions involving items designated by the EPA in their "Comprehensive Procurement Guideline for Products Containing Recovered Materials". The RCRA directs the procuring agency, for purchases over \$10,000 or more, to specify a competitive preference for products containing these recycled products. FTA has developed the following language: Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Patent and Rights In Data

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances. The purpose of the grant is to finance 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. Contracts Involving Experimental, Developmental, or Research Work. - A. Rights in Data – these following requirements apply to each contract involving experimental, developmental or research work: 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 list, specifications, 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 Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor 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 CFR § 18.34 and 49 CFR § 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 purpose 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 development under that contract, whether or not a copyright has been obtained; and 2. Any rights of copyright purchased by the Purchaser or Contractor 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 Montachusett RTA Version 3.5 Procurement Policies & Procedures Updated October 2015 Page D19 of 21 determines otherwise, the Purchaser and the Contractor 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 licensee 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 development 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 program for the Purchaser or Contractor's use whose cost 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 Contractor 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 cost and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, deliver, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor 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 licensed or other right otherwise granted to the Federal Government under any patent. f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contractor 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 Contractor identifies that data in writing at the time of delivery of the contract work. g. Unless FTA determines otherwise, the Contractor agrees to included 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 Contractor'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 Contractor 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 CFR Part 401. 4. The Contractor 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. B. Patent Rights – This following requirement apply to each contract involving experimental, developmental, or research work: 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 Contractor 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 Contractor'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 Montachusett RTA Version 3.5 Procurement Policies & Procedures Updated October 2015 Page D20 of 21 Contractor 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 CFR Part 401. 3. The Contractor 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.