



**Request for Proposals # 274- PLANDEV-Western BRT**

**Title: Western BRT Station Area Planning**

**Issue Date:** Friday January 10, 2025

**Due Date:** Friday February 7, 2025  
**not later than 4:00 P.M. EST**

**\*LATE PROPOSALS WILL NOT BE ACCEPTED\***

**Issuing Department: *Planning and Development***

**Direct all inquiries concerning this RFP to:**

Matthew Klem

Senior Planner

Email: [matthew.klem@raleighnc.gov](mailto:matthew.klem@raleighnc.gov)

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# 1 INTRODUCTION

## 1.1 Purpose

The City of Raleigh (COR) is soliciting proposals from one or more firm(s) with which to contract for the following services:

The City of Raleigh Department of Planning and Development invites firms to submit proposals for consulting services to undertake area and corridor planning services focusing on pedestrian/bicycle and other last mile connectivity and transportation questions. The City seeks to engage one or more teams to provide specified multidisciplinary technical services for the Western Bus Rapid Transit (BRT) corridor that will originate in Downtown Raleigh and extend west to the Town of Cary. A sample scope of work is provided as an attachment. The awarded project may be funded from a variety of sources and may be subject to Federal Transit Administration (FTA) contracting and reporting requirements. The City of Raleigh may award a contract to one firm based on selected specialization, geographic area, and funding availability. The City of Raleigh reserves the right to procure the services described in these solicitation documents from other firms at its sole discretion.

A detailed scope of services is provided in Section 4 of this document.

All information related to this solicitation, including any addenda, will be posted to the North Carolina Interactive Purchasing System (IPS) at: <https://www.ips.state.nc.us/IPS/>.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Matthew Klem	<i>Matthew.klem@raleighnc.gov</i>

Questions submitted via telephone will not be answered.

## 1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21<sup>st</sup> Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local

businesses and entrepreneurs. The City enlists and prepares 21<sup>st</sup> Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

To support the investment in transit, and to ensure that the benefits of that investment are shared equitably within the Raleigh community, the city is developing corridor plans for the two corridors currently in design – Western and Southern. The two Station Area Plans will be developed concurrently; however, they have separate scopes and will require separate project managers and contracts. The Scope of Work herein pertains to the Western corridor.

These station area plans include five key components:

- Safe access to BRT stations via first and last mile connections
- Transit-supportive land uses and urban form
- Housing affordability
- Business stabilization
- Public engagement

This work builds on and takes direction from the City of Raleigh’s [Equitable Transit-Oriented Development Guidebook](#) (adopted 2021), [Western Boulevard Corridor Study](#) (adopted 2022), and the [Wake County Transit Plan](#).

### 1.3 **Request for Proposal (RFP) Timeline**

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (EST):

RFP Process	Date and Time
RFP Advertisement Date	<i>January 10, 2025</i>
Pre-Proposal Conference (if required)	<i>N/A</i>
Deadline for Written Questions	<i>January 17, 2025</i>
City Response to Questions (anticipated)	<i>January 24, 2025</i>
<b>Proposal Due Date and Time</b>	<i>February 7, 2025; 4:00 P.M.</i>
Evaluation Meeting (anticipated)	February 10, 2025
Interviews (if required)	<i>Week of February 17, 2025</i>

Selection Announced (tentative)	Week of February 24, 2025
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#### 1.4 **Pre-Proposal Conference**

If the City of Raleigh elects to conduct a Pre-Proposal Conference or Site Visit, attendance by prospective proposers is strongly encouraged but is not mandatory. Prospective Proposers are encouraged to submit written questions in advance. Date, time, and location of pre-proposal conference is shown above in the RFP Timeline (Section 1.3).

#### 1.5 **Proposal Questions**

Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in the RFP Timeline (Section 1.3) for the submittal of written inquiries. The firm's failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm's acceptance of all City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina Interactive Purchasing System (IPS). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFP.

***It is important that all Respondents submitting to this RFP periodically check the North Carolina Interactive Purchasing System (IPS) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.***

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Matthew Klem	<i>Matthew.klem@raleighnc.gov</i>

Questions submitted via telephone will not be answered.

#### 1.6 **Proposal Submission Requirements and Contact Information**

Proposals must follow the format as defined in Section 2 (PROPOSALS), and be addressed and submitted as follows:

<b><u>DELIVERED BY US POSTAL SERVICE MAIL:</u></b>	<b><u>DELIVERED BY OTHER DEIVERY SERVICES:</u></b>
City of Raleigh ATTN: Matthew Klem One Exchange Plaza, Suite 300	City of Raleigh ATTN: Matthew Klem One Exchange Plaza, Suite 300

Raleigh, NC 27601

RFQ No. 274- PLANDEV-Western BRT

Raleigh, NC 27601

RFQ No. 274- PLANDEV-Western BRT

Proposals must be enclosed in an envelope or package and clearly marked with the name of the submitting company, the *RFP number* and the *RFP Title*.

Proposers must submit:

- A. one (1) signed original;
- B. one (1) electronic version of the signed proposal and;
- C. and four (4) copies of the signed proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in RFP Timeline (Section 1.3). Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix VI: Exceptions to the RFP and submitted with the proposal. **Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the firm elects to mail in its response, the firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in the RFP Timeline (Section 1.3). Regardless of the delivery method, it is the responsibility of the firm to ensure that their proposal arrives at the designated location specified in this Section by the due date and time specified in the RFP Timeline (Section 1.3).

#### **1.7 MWBE Participation Form**

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

Complete and submit the MWBE Participation Form (Appendix IV) with your proposal.

#### **1.8 Rights to Submitted Material**

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who

submit public record requests. ***Any proprietary data must be clearly marked.*** In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposals. Proposals marked entirely as “confidential”, “proprietary”, or “trade secret” will be considered non-responsive and will be removed from the evaluation process.

## **1.9 Communications**

All communications of any nature regarding this RFP with any City staff, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 (Purpose), prior to the deadline provided in the RFP Timeline (Section 1.3). Violation of this provision may result in the firm’s proposal being removed from consideration.

## **1.10 Lobbying**

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFP.

## **1.11 Conflicts of Interest**

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or a firm which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting. N.C.G.S. § 14-234(a):

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves,

but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

#### **1.12 Proposer Expenses**

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

#### **1.13 Proposer Acceptance**

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix VI Exceptions to RFP and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities and reserves the right to re-advertise this RFP with either the identical or revised scope and specifications if it is deemed to be in the best interests of the City of Raleigh to do so. The City of



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

## **2 PROPOSALS**

Responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

### **2.1 Request for Proposals Required Document Format**

Responses should be divided using tabs to separate each section, listed sequentially as follows:

#### **Tab 1: Cover Letter**

Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

#### **Tab 2: Corporate Background and Experience**

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past three years number of years, accompanied by at least three references (contact persons, firm, telephone number and email address).

Include the total amount invoiced for each listed project, the length of the project, and list of those involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

#### **Tab 3: Financial Information**

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited

or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)).

OR

2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION. "

**"Recent"** shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

**Consolidated financial statements** of the Proposer's parent or related corporation/business entity shall not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements, (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm's failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

**Tab 4: Project Understanding, Approach and Schedule**

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

**Tab 5: Team Firm, Experience and Certifications**

This section must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Proposer shall provide information as to the Proposals and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

**Tab 6: Cost**

In a separate sealed envelope provide one complete copy of cost schedule. Hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). Attach any additional pricing details.

**2.2 RFP Documents**

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

**3 PROPOSAL EVALUATION**

**3.1 Proposal Evaluation Criteria (Stage 1)**

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

The maximum interview/demonstration points a Proposer can receive is five (5) points. The Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Corporate Background and Experience	15		
Firm Financial Stability	20		
Project Understanding	20		
Project Approach	15		
Team Firm Experience	10		
Proposed Cost	15		
<b>Total Score (without Interview/Demonstrations)</b>			
Interview/Demonstration (if applicable)	5		
<b>Final Score (with Interview/Demonstrations)</b>			

### **Score Points**

0- Missing or Does Not Meet  
Expectation

1- Partially Meets Expectation

2- Meets Expectation

3- Exceeds Expectation

**Cost Formula:** The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

$$1 - \frac{B - A}{A} \times C = D$$

A—the lowest Proposer's cost.

B—the Proposer's cost being scored.

C—the maximum number of cost points available.

D—Proposer's cost score (points).

Note: If the formula results in a negative number (which will occur when the Offeror's cost is more than twice the lowest cost), zero points shall be assigned.

### **3.2 Interview/Demonstration (Stage 2)**

A short-list of firms may be invited to Stage 2 of the evaluation process, the *Interview/Demonstration*. Interview/demonstrations are an important aspect of the evaluation process that offers the City an opportunity to see how the proposer's solution meets the critical components of the RFP.

### **3.3 Final Selection**

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in Section 3.1. Either a final selection for recommendation will be made at this time or the short-list of firms will be invited to participate in Stage 2 of the evaluation process. If Stage 2 is implemented, each firm will be evaluated and assigned a score to determine the best firm for recommendation.

After which negotiations of a contract with the most qualified firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. All Proposers will be notified of their standing immediately following the City's decision.

The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

### **3.4 Notice to Proposers Regarding RFP Terms and Conditions**

It shall be the Proposer's responsibility to read the Instructions, the City's Standard Contract Terms and Conditions (Appendix V), all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

### **3.5 Contract Term**

The contract awarded from this RFP shall be effective upon the date of the City's signature (the "Effective Date") and remain effective until the work is completed. The estimated timeframe and competition for the work stated in this RFP is 6 months.

### **3.6 Federal Funding Requirements**

The services and materials to be provided under this contract will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this contract. The most recent of such Federal requirements, including any amendments made after the execution of this contract shall govern this contract, unless the Federal Government determines otherwise. The Federal provisions and requirements identified in Appendix VI (Federal Provisions and Requirements) may be applicable to this contract. The awarded contractor is responsible for complying with all applicable provisions and requirements.

## **4 SCOPE OF SERVICES**

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 4.

## Western Corridor Station Area Planning: Consultant Scope of

### Services Project Background

The City of Raleigh is designing a network of bus rapid transit (BRT) routes with four routes planned. The routes were proposed and funded by the Wake Transit Plan and an associated dedicated sales tax, both of which were approved in 2016. Generally, Raleigh's BRT system is expected to be operational by 2030, with phased completion of each of the four corridors. BRT will be implemented first on the eastern corridor along New Bern Avenue. Routes connecting downtown Raleigh and downtown Cary along Western Boulevard, and downtown Raleigh and the town of Garner are currently in design. The city is currently determining the locally preferred alternative for a third route connecting downtown to northern Raleigh.

To support the investment in transit, and to ensure that the benefits of that investment are shared equitably within the Raleigh community, the city is developing corridor plans for the two corridors currently in design – Western and Southern. The two Station Area Plans will be developed concurrently; however, they have separate scopes and will require separate project managers and contracts. The Scope of Work herein pertains to the Western corridor.

These station area plans include five key components:

- Safe access to BRT stations via first and last mile connections
- Transit-supportive land uses and urban form
- Housing affordability
- Business stabilization
- Public engagement

This work builds on and takes direction from the City of Raleigh's [Equitable Transit-Oriented Development Guidebook](#) (adopted 2021), [Western Boulevard Corridor Study](#) (adopted 2022), and the [Wake County Transit Plan](#).

The station area planning work is divided into three phases. Phases 1-2 (see below) have been largely completed. This scope of work below focuses largely on Phase 3: Implementation and Monitoring, as well as supplementing work completed during Phases 1 and 2. A final report of all efforts capturing the compiled research, recommendations, and implementation plan will be required.

<b>Phase 1</b>	Research and Analysis (Existing Conditions)
<b>Phase 2</b>	Plan Recommendations (First and Last Mile Projects, Zoning & Policy Updates, Housing Programs, Business Stabilization Programs)
<b>Phase 3</b>	Implementation and Monitoring

## **Western Station Area Planning Work to Date**

Station area planning for the Western BRT corridor began in 2022. The planning process to date comprises several community engagement phases, analysis on existing conditions related to transit- oriented development along the two corridors, and plan recommendations. In August 2024, the city halted the project with the intention to continue the study in early 2025. This request for qualifications and subsequent work will resume the planning project where it left off.

Of the original scope of work, Phase 1 and Phase 2 have been partially completed. Phase 3, focusing on implementation and monitoring, is outstanding. The following scope of work will detail the outstanding deliverables from all three phases. The selected firm will receive the work products completed to date and use them to complete the associated outstanding tasks.

The following scope of work describes the activity of the consultant team to be hired for completion of the Western Station Area Planning project. Not all tasks in the scope will be completed for areas within the Town of Cary. Tasks to be completed in both Raleigh and Cary's jurisdictions will be marked with

**+ToC** (Town of Cary). Those tasks are also listed below for reference.

### **Town of Cary Tasks (+ToC)**

- 1.1 Project Kick-Off
- 2.1 Existing Conditions Analysis
- 3.1 Real Estate Market and Affordability Analysis Review
- 4.1 Business Support and Stabilization
- 5.1 Western Corridor Station Area Plans (Cary stations: Cary Towne Blvd/SE Maynard, Chatham/Hunter, and N Harrison/Hillsboro)
- 6.1 to 6.3 Implementation
- Plan 8 Reports and Deliverables

## **Section 1: PROJECT MANAGEMENT**

### **1.1 Project Kick-Off (+ToC)**

Meet with City of Raleigh and Town of Cary staff to review previously completed work and develop a project workplan, timetable, milestones, schedule of deliverables, resource allocation and proposed outline for Phase 3 of Public Engagement. Equity should be centered throughout the process, utilizing Raleigh's Equitable Development Around Transit Guidebook.

Hold bi-weekly meetings with the City of Raleigh Project Manager and other City of Raleigh and Town of Cary staff. The consultant Project Manager should expect to work closely and directly with the City of Raleigh Project Manager for the Western corridor.

### **1.2 TOD Station Area Planning Project Management Plan**

Prepare project guiding document, including the following:

- Detailed calendar schedule for bi-weekly update meetings, including due dates for deliverables to be discussed at bi-weekly update meetings. Deliverables are to be submitted a minimum of

48 hours prior to the bi-weekly check-in meeting where they will be discussed. Due dates for materials will be included in a detailed project schedule, to be determined in collaboration with city staff and the consultant team (see item 1.2)

- Project schedule.
- Scope of work.
- Document control/archiving processes.
- Describe quality control processes to explain how the team will work together to ensure high- quality deliverables.
- Invoicing schedule.

### 1.3 Project Management Team Meetings

Meet on a bi-weekly basis with the project team to provide regular updates and discuss previous studies and plans, the public engagement process, emerging plan content, technical topics, and community positions. Deliverables are expected to follow the project schedule outlined in the project management plan. The selected firm should communicate with the staff project manager with as much advanced notice as possible if the timeline needs to be adjusted for any deliverable.

#### Section 1 Deliverables: Project Workplan

## Section 2 - EXISTING CONDITIONS ANALYSIS

### 2.1 Existing Conditions Profile (+ToC)

A preliminary assessment of existing conditions along the Western BRT corridor has been completed. To complete this analysis, the new team will:

- Review the existing conditions compiled during Phases 1 and 2; verify against the cited sources and public input received during phase 1 engagement events. Additional information and appropriate citations may be required.
- To supplement the previously compiled information, the following tasks are required:
  - Identify existing points for ADA access along the corridor and locations for expanded access. Assess locations for expanded access for impact and priority. Characterize the sufficiency of existing ADA access.
  - Identify best practices and/or case studies in design for safe pedestrian accommodations, in order to make recommendations for safety improvements.
  - Identify regional open space networks, parks, and environmental features. Identify distance from the corridor to these regional recreational spaces & how patrons most likely access them today. Assess and prioritize opportunities to enhance connections between BRT and green features.
  - Identify nearby greenway connections and gaps in greenway infrastructure.
  - Identify gaps in existing and post BRT transit connections to major regional destinations. Evaluate impact and priority of addressing gaps.
  - Identify existing public parking facilities and estimate number of parking spaces within transit station areas. Quantify any additional need.



- Compile updated demographic data for each transit station area, utilizing census block groups. Relevant demographic data includes race, ethnicity, income, language isolation, and age. Coordinate directly with city staff to develop a full list of demographic indicators.
- Identify potential locations for traffic calming, examining speed limits, adjusting signal timing, etc. Prioritize locations based on impact, public input and other factors.
- Review relevant existing Vision Zero recommendations and priorities.
- Identify relationship of BRT improvements to existing legally committed or naturally occurring affordable housing. Identify potential affordable housing locations.
- Provide any additional existing conditions data which may help characterize the existing multi-modal, urban form, and public realm conditions at and is missing from the previously compiled data and what is requested above.
- Cross-check the findings of task 2.1 with previously completed findings from Phase 1 and Phase 2 of community engagement. Highlight any inconsistencies for city staff's consideration.

Integrate this new information with the previously compiled existing conditions data into an analytical Existing Conditions Report, which characterizes the existing conditions at each individual future transit station (demographics, transit ridership data, transit level of service, pedestrian counts, pedestrian level of service, bicycle counts, bicycle level of service, safety, accessibility, urban form, tree coverage, impervious surface, open space proximity, etc.). The report should capture what makes station areas unique from each other along Western Blvd.

Provide an executive summary which is digestible for public consumption summarizing the findings for each station area, and the corridor as whole. Be prepared to present this information at agreed upon engagement events or meetings as a part of Phase 3 Engagement (Section 7).

**Section 2 Deliverables:** Existing Conditions Report with Executive Summary

## **Section 3: MARKET ANALYSIS**

### **3.1 Real Estate Market and Affordability Analysis Review (+ToC)**

Review recent market studies prepared for the Western BRT corridor. This review is crucial to build familiarity for the development of the Phased Implementation Plan (Section 6.3).

Activities include:

- Review work completed by the previous consultant team: recent housing market analysis for the Western corridor capturing development activity, location trends, pricing/rents, product characteristics, occupancy, and absorption.
- Review Raleigh planning and policy documents, focusing on current affordable housing policies and goals.

Work previously completed includes infographics, maps, and narratives in presentation and briefing book format.

Section 3 Deliverables: N/A

## **Section 4 - BUSINESS SUPPORT AND STABILIZATION**

### **4.1 Business Stabilization Strategy Development (+ToC)**

Review previously completed work to assess the potential impact of the BRT on commercial corridors, small and locally owned businesses and those owned or operated by members of racial, ethnic, and/or religious minority groups who serve local communities of the same minority identity. The team will meet with staff and BRT design consultants to be aware of route alignments and station locations. Identify where businesses may be impacted during and after construction and understand plans for maintaining access during construction. The team will develop strategies in collaboration with BRT designers and engineers to address direct impacts, where business disturbance or relocation is required as part of construction, or where there may be longer term pressures relating to access of market changes.

Activities include:

- Hold (1) meeting with the BRT design and engineering team to identify potential impact locations.
- Where direct displacement is contemplated, recommend strategies that allow tenants to find a new space in the same area for the continuation of service and business. (Such tenants will be entitled to advisory services and moving/reestablishment expenses as require by the Uniform Relocation Assistance and Real Property Acquisition Policies Act).
- Review previously suggested Corridor Business Stabilization Strategies against existing City of Raleigh programs to determine what additional support should be recommended.
- Identify specific actions desired by the community that support small businesses during and following construction of both BRT corridors.
- Review New Bern Station Area Planning recommendations and include in this project any specific strategy recommendations that apply to Western.

Section 4 Deliverables: Additional Business Strategy Recommendations (if needed) - to be incorporated into the Phased Implementation Plan (Section 6.3).

## **Section 5: TOD Station Area Visualizations**

### **5.1 Western Corridor Station Area Visualizations (+ToC)**

Previously developed Station Area Visualizations address a half mile radius around four (4) of the seventeen (17) proposed BRT stations for the Western Boulevard corridor. These four stations were selected for visualizations because of transit-oriented redevelopment potential. Station Area Visualizations contemplate future transit-oriented development concepts and are illustrative in nature. Station Area Plans have been developed for the following future BRT station locations in Raleigh:

#### City of Raleigh Stations

- Powell Drive
- Blue Ridge Road
- Method Road/Kent Drive
- Avent Ferry Rd (Mission Valley Shopping Center)

#### Town of Cary Stations

- Cary Towne Boulevard and Southeast Maynard Road
- Chatham Street and Hunter Street
- North Harrison Avenue and Hillsboro

#### Street [Section 5.1.1: TOD Station Area Design](#)

##### [Audit](#)

The design for the BRT corridor and stations is being managed by the City of Raleigh's Transit Division. Review BRT corridor and station design plans to ensure the Station Area Visualizations are consistent with designed access points and station locations.

Review the previously developed Station Area Visualizations. Compare any infrastructure improvements shown on the Station Area Visualizations (bicycle, pedestrian, street, ADA improvement, signage, etc.) with the comprehensive list of first and last mile recommendations. Highlight inconsistencies for discussion with city staff. After discussion and concurrence from city staff, update Station Area Visualizations so they are made consistent with the first and last mile recommendations.

##### [Section 5.1.2 Renderings](#)

- Site and Street Cross Section Illustrations (2D) for the four (4) Station Areas
- Eye-level renderings for the four (4) Station Areas, including first/last mile, urban form, massing and any other relevant recommendations of the plan.
- A circulation plan showing pedestrian and other non-vehicular networks to ensure efficient connections.

Provide printed materials (poster boards) for Phase 3 of Community Engagement.

Section 5 Deliverables: Audit Results, 2D Site and Street Cross Section Illustrations for the four (4) station areas, Eye-level renderings for the four (4) station areas, Circulation Plan showing pedestrian and other non-vehicular networks for the four (4) station areas, poster boards for community engagement

## **Section 6: IMPLEMENTATION PLAN**

### **[6.1 First and Last Mile Recommendations Review and Prioritization \(+ToC\)](#)**

Review first and last mile recommendations proposed by the previous consultant team.

Recommend and implement a prioritization methodology that could apply to all first and last mile projects.

Organize all first and last mile projects in a prioritized list, by station area using objective criteria and public input.

## 6.2 Zoning Tools (+ToC)

Review the suite of zoning recommendations completed by the previous consultant team. This review is crucial to build familiarity for the development of the Phased Implementation Plan (Section 6.3). Assess any additional opportunities not previously identified.

A white paper and matrix with zoning recommendations has been partially completed for the Town of Cary. The consultant team will review and complete the paper and matrix to include draft language for zoning text changes for the Town of Cary.

## 6.3 Phased Implementation Plan (+ToC)

Prepare an Implementation Actions Table to outline next steps for implementation. Identify timing, agency responsibilities, monitoring metrics for the following in 2-, 5- and 10-year phases, and budget estimates. Implementation actions should make meaningful impacts to the following topic areas in support of transit-oriented development:

- Policy, zoning, and development standards
- Potential (re)development sites
- Economic development, small business impact mitigation, and business stabilization
- Housing supply and housing affordability
- Accessibility improvements
- Pedestrian and bike improvements
- Tools such as traffic calming, examining speed limits, adjusting signal timing, etc.
- Vision Zero recommendations and priorities
- Relationship of improvements to existing or potential affordable housing locations
- Potential transit route gaps
- Environmental enhancements
- Community building and spotlighting

The implementation plan should highlight a prioritized list of 10 maximum impact projects and programs, with cost estimates, estimated time of completion, and magnitude of impact. Projects and programs should be prioritized in accordance with City of Raleigh objectives, building on the Equitable Development Around Transit Guidebook (EDAT). Cost estimates may be broken into planning level cost categories based on similar example projects in the City of Raleigh. The implementation plan may identify areas and topics for further study.

Prepare materials and deliver presentations at agreed upon events or meetings which summarize the implementation plan.

**Section 6 Deliverables:** First and Last Mile Project Prioritization Methodology, First and Last Mile Prioritized Project List (by station area), Phased Implementation Plan

## **Section 7: PHASE 3 COMMUNITY ENGAGEMENT**

### **7.1 Prepare Materials**

- Prepare presentation for final recommendations and implementation plan.
- Print mailings and promotional materials, designed in coordination with city communications staff
- Print poster boards showing Station Area Plan visualizations
- Work with staff to develop survey to be administered through city's Public Input. Analyze survey results.

### **7.2 Engagement Events**

Provide staffing to present and participate in:

- Two (2) In-person Open House Events focused on Final Recommendations and Implementation
- One (1) virtual event focused on Final Recommendations and Implementation

### **7.3 Engagement Summary Report**

- Provide Phase 3 Engagement Summary Report, cataloguing events and presentations, feedback from Open Houses, and analyzing survey results. Demonstrate how public input has shaped recommendations and prioritized implementation of the Station Area Plan.

**Section 7 Deliverables:** Engagement presentation, printed engagement materials, survey content, Engagement Summary Report

## **Section 8: REPORTS AND DELIVERABLES (+ToC)**

The following reports and deliverables are mentioned in the detailed scope above and listed below for ease of access:

1. Project Workplan – including timetable, milestones, schedule of deliverables, and resource allocation
2. Existing Conditions Report – building on previously compiled information
  - a. Executive Summary
  - b. Existing Conditions Presentation
  - c. Existing Conditions printed materials (poster boards)
3. Western TOD Station Area Visualizations
  - a. Audit Report – cross check visualizations with first/last mile recommendations.
  - b. Renderings
    - i. Site and Street Cross Section Illustrations (2D) for the seven (7) Station Areas
    - ii. Eye-level renderings for the seven (7) Station Areas, including first/last mile, urban form, massing and any other relevant recommendations of the plan.
    - iii. Printed materials (poster boards)
4. Implementation Plan – including actions, projects and programs with specific agency responsibility, timeline recommendations, and monitoring metrics.
  - a. First and last mile prioritization methodology
  - b. List of prioritized first and last mile projects, organized by station area
  - c. “Top Ten” Prioritization Matrix, identifying maximum impact projects and programs

- d. Presentation materials
- 5. Final Report – including existing conditions, research, summary of all public input gathered through all phases of the project (2022 – present), explanation of how public input shaped plan recommendations, priorities, and implementation plan, all recommendations, station area plans, and the implementation plan.
  - a. Executive Summary - highlight top 10 projects, public input and its impact.

## **APPENDIX I**

### **Proposal Cost Form**

Awarded Contractor shall perform the services to be performed as set forth in this RFP and more particularly described in Section 4 for a not to exceed total amount of

\$ \_\_\_\_\_.

Proposer shall attach proposal cost breakdown to this Appendix I Proposal Cost Form.

\_\_\_\_\_

Firm Name: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Signed by: \_\_\_\_\_  
[Type or Print Name]

Title of Signer: \_\_\_\_\_

## **APPENDIX II**

### **Proposer Questionnaire Form**

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:		Fax:	E-Mail:
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under company's present name:			
Fed Tax ID #:		DUNS #	
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS			
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:		Fax:	E-Mail:
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. <u>Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references.</u> <b>PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.</b>			
1. Company:			
Contact Person:		Title:	
Phone:		Fax:	E-Mail:
Describe Scope of Work:			
2. Company:			
Contact Person:		Title:	
Phone:		Fax:	E-Mail:
Describe Scope of Work:			
3. Company:			
Contact Person:		Title:	
Phone:		Fax:	E-Mail:
Describe Scope of Work:			
4. Company:			
Contact Person:		Title:	
Phone:		Fax:	E-Mail:
Describe Scope of Work:			
5. Company:			
Contact Person:		Title:	
Phone:		Fax:	E-Mail:
Describe Scope of Work:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:		Date:	



## **APPENDIX III**

### **Reference Questionnaire (Instructions)**

#### ***274- PLANDEV-Western BRT***

The City of Raleigh, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

## **APPENDIX III**

### **Reference Questionnaire Form**

#### ***274- PLANDEV-Western BRT***

\_\_\_\_\_  
**(Name of Business Requesting Reference)**

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, **Matthew Klem**, via email to **matthew.klem@raleighnc.gov** no later than 4:00 **p.m. EST**, February 7, 2025, and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

**Company Providing Reference**

**Contact Name and Title/Position**

**Contact Telephone Number**

**Contact Email Address**

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

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2. How would you rate this company's knowledge and expertise?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

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3. How would you rate the company's flexibility relative to changes in the scope and timelines?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

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4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?
- ☐ 3= Excellent      ☐ 2= Satisfactory      ☐ 1= Unsatisfactory      ☐ 0= Unacceptable

Comments:

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5. How would you rate the dynamics/interaction between the company and your staff?
- ☐ 3= Excellent      ☐ 2= Satisfactory      ☐ 1= Unsatisfactory      ☐ 0= Unacceptable

Comments:

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6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_

Rating: \_\_\_\_\_  
Rating: \_\_\_\_\_  
Rating: \_\_\_\_\_  
Rating: \_\_\_\_\_

Comments:

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7. With which aspect(s) of this company's services are you most satisfied?

Comments:

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8. With which aspect(s) of this company's services are you least satisfied?

Comments:

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9. Would you recommend this company's services to your organization again?

Comments:

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*Contract amount is between \$30,000.00 - \$299,999.99*

This Identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBEs and other subcontractors and suppliers on Informal City Contracts. MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City's MWBE Policy for any contract specific requirements. *Copy this Form as needed.*

COMPANY NAME			
PROJECT NAME			
PROJECT NUMBER		CITY DEPARTMENT	
CONTRACT TYPE	<input type="checkbox"/> Services <input type="checkbox"/> Other _____ *		
<input type="checkbox"/> PRIME IS MWBE	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	RFP SUBMITTAL DATE	

\*MWBE Classifications:

American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

☐ **WORK TO BE SELF-PERFORMED**

Check this box only if you intend to perform 100% of the work for this Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work for this Contract with your own current work forces.

## MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract regardless of dollar amount.

Company Name	MWBE Classification*	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

\*MWBE Classifications:

American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

**Total Estimated MWBE Utilization\***

\$\_\_\_\_\_

**Total Proposal Amount\***

\$\_\_\_\_\_

### Percent Estimated MWBE Utilization\*

**%**

(Total Estimated MWBE Utilization divided by Total Bid Amount)

## **APPENDIX V**

### **City of Raleigh Standard Contract Terms and Conditions**

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal.

The City of Raleigh reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Raleigh contract provisions.

**1. Compensation; Time of Payment**

The standard City of Raleigh payment term is NET 30 days from the date of invoice.

For prompt payment, all invoices should be emailed to Accounts Payable at [accountspayable@raleighnc.gov](mailto:accountspayable@raleighnc.gov), or sent by mail to: City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590.

All invoices must include the applicable Purchase Order Number.

Invoices submitted without the correct purchase order number will result in delayed payment.

**2. Workmanship and Quality of Services**

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

**3. Non-discrimination**

To the extent permitted by North Carolina law, the parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

**4. Minority and Women Owned Business Enterprise**

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of

fostering, promoting, and conducting business with women and minority owned business enterprises.

5. **Assignment**

This Contract may not be assigned without the express written consent of the City.

6. **Applicable Law**

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

7. **Insurance**

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

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

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

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

**Additional Insured** – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

**Certificate of Insurance** – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice

from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:

City of Raleigh  
Post Office Box 590  
Raleigh, NC 27602-0590

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

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

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.

**8. Indemnity**

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

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

**9. Intellectual Property**

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City.

Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

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

**10. Force Majeure**

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

**11. Advertising**

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

**12. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions**

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.



**13. Cancellation**

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

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

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

**14. Laws/Safety Standards**

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

- a. Accident Prevention  
Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.
- b. Environmental Protection  
Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.
- c. Employee Education and Training  
Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

**15. Applicability of North Carolina Public Records Law**

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

**16. Miscellaneous**

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage. The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

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

**17. Right to Audit and Access to Records**

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be

appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.

- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

**18. E – Verify**

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. Chapter 64 Article 2. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. Chapter 64 Article 2.

**19. Iran Divestment Act Certification**

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

**20. Companies Boycotting Israel Divestment Act Certification**

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. Chapter 147 Article 6G.

## **APPENDIX VI**

### **City of Raleigh Federal Contract Provisions and Requirements**

1. [Access to Records and Record Retainage](#)
2. [Age Discrimination Act of 1975](#)
3. [Americans with Disabilities Act of 1990](#)
4. [Byrd Anti-Lobbying Amendment](#)
5. [Civil Rights Act of 1964 – Title VI](#)
6. [Civil Rights Act of 1968](#)
7. [Clean Water Act](#)
8. [Conflict of Interest Provisions](#)
9. [Contract Work Hours and Safety Standards](#)
10. [Copeland “Anti-Kickback” Act](#)
11. [Davis-Bacon Act](#)
12. [Debarment and Suspension](#)
13. [Domestic Procurement Preference](#)
14. [Drug-Free Workplace Regulations](#)
15. [Education Amendments of 1972](#)
16. [Energy Policy and Conservation Act](#)
17. [Environmental reviews/assessments](#)
18. [Equal Employment Opportunity](#)
19. [Fly America Act of 1974](#)
20. [Hotel and Motel Fire Safety Act of 1990](#)
21. [Limited English Proficiency](#)
22. [Patents and Intellectual Property Rights](#)
23. [Procurement of Recovered Materials](#)
24. [Rehabilitation Act of 1973](#)
25. [Remedies](#)
26. [Rights to Inventions Made Under a Contract or Agreement](#)
27. [Telecommunications Huawei / ZTE Ban](#)
28. [Termination](#)
29. [Terrorist Financing](#)
30. [Trafficking Victims Protection Act of 2000](#)
31. [Universal Identifier and System of Award \(SAM\)](#)
32. [USA Patriot Act of 2001](#)
33. [Whistleblower Protection Act](#)

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt.

200. As result, firms awarded federally funded contracts by City of Raleigh, in addition to contract clauses required by North Carolina law and other applicable federal regulations specific to a federal award, must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

1. **Access to Records and Record Retainage.** In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The City of Raleigh, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
2. **Age Discrimination Act of 1975.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
3. **Americans with Disabilities Act of 1990.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).
4. **Byrd Anti-Lobbying Amendment.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
5. **Civil Rights Act of 1964 – Title VI.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. **Civil Rights Act of 1968.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).
7. **Clean Air Act and Federal Water Pollution Control Act (Clean Water Act).** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
8. **Conflict of Interest Provisions.** Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** [Where applicable] All contracts awarded by the City in excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Copeland “Anti-Kickback” Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti- Kickback” Act (40

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

11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.
12. **Debarment and Suspension.** All suppliers, contractors, subcontractors, consultants, and sub- consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
13. **Domestic Procurement Preference.** As appropriate and to the extent consistent with law, the City of Raleigh's Supplier should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
14. **Drug-Free Workplace Regulations.** All suppliers, contractors, subcontractors,



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

15. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
16. **Energy Policy and Conservation Act.** All Suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
17. **Environmental reviews/assessments.** When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.
18. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
19. **Fly America Act of 1974.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
20. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub- consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974,

as amended, 15 U.S.C. § 2225.

21. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
22. **Patents and Intellectual Property Rights.** Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
23. **Procurement of Recovered Materials.** All suppliers, contractors, and subcontractors, consultants, sub- consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
24. **Rehabilitation Act of 1973.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
25. **Remedies.** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
26. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the City in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
27. **Telecommunications Huawei / ZTE Ban.** 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

28. **Termination.** All contracts shall contain suitable provisions for termination by the City, including how termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor. All contracts in excess of \$10,000 must address termination for cause and for convenience by the City, including the manner by which it will be given legal effect, and the basis for settlement. See [2 CFR Appendix II to Part 200\(B\)](#).
29. **Terrorist Financing.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
30. **Trafficking Victims Protection Act of 2000.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
31. **Universal Identifier and System of Award Management (SAM).** All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
32. **USA Patriot Act of 2001.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
33. **Whistleblower Protection Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

## **APPENDIX VII**

### **EXCEPTIONS TO THE RFP**

**CHECK ONE:**

- ☐ NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.
- ☐ EXCEPTIONS ARE LISTED BELOW:

#	RFP Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					

9					
10					
11					
12					

**FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.**

Firm:	Authorized Signature:	Title:
Printed Name of Signer:		Date: