



# Request for Proposals

## **Eastern Wake Traffic Signal System Integration Study**

**Capital Area Metropolitan Planning Organization  
December 5, 2025**

## **Request for Proposals**

### **Eastern Wake Traffic Signal System Integration Study**

#### **INTRODUCTION**

The North Carolina Capital Area Metropolitan Planning Organization (CAMPO), in coordination with our partners Triangle West Transportation Planning Organization (TWTPO), Central Pines Regional Council (CPRC), and the North Carolina Department of Transportation (NCDOT), has taken a leadership role in the development and implementation of three recent Transportation Systems Management and Operation (TSM&O) and Intelligent Transportation Systems (ITS) studies that frame how the triangle region implements multijurisdictional TSM&O and ITS initiatives. Those three studies are the Triangle Region ITS Strategic Deployment Plan, its subsequent ITS Deployment Roadmap, and the Western Wake Traffic Signal System Integration Study (to be referred to as the “Western Wake Study”).

Building upon the success of these studies, CAMPO, in coordination with the City of Raleigh, NCDOT and multiple eastern Wake County jurisdictions, is seeking assistance in developing the Eastern Wake Traffic Signal System Integration Study (to be referred to as the “Eastern Wake Study”) to continue regionalizing Wake County’s ITS systems, including but not limited to, the integration of traffic signal system operations. CAMPO is inviting submittals from professional consultants who are experienced in planning and implementing regional ITS systems. Recommendations including guidance and implementation step details from this study should be fit for use in other areas across North Carolina where regional ITS signal system integration efforts would be applicable.

This document presents a desired set of work tasks to prepare a work product that will ultimately allow the region, building upon previous studies, to enhance its implementation strategy for integrating traffic signal systems and other TSM&O/ITS solutions across jurisdictional boundaries.

This study is anticipated to be completed within an approximate timeframe of 17 months during two (2) fiscal years with a Notice to Proceed issued in late February 2026, and completion by late June 2027.

Outcomes of the study will include:

- Discovery of what municipalities adjacent to the City of Raleigh (i.e. the Towns of Garner, Knightdale, Wake Forest and/or Rolesville) are most prepared and primed for signal system integration with the City of Raleigh and/or each other.

- Detailed guidance outlining implementation steps of the integration of traffic signal systems specifically tailored to the City of Raleigh and one or more of the aforementioned jurisdictions.
- Review of funding opportunities to guide implementation
- Peer reviews of recent signal system integrations from other areas around the nation – as it relates to any developments not already detailed in the Western Wake Study
- Infrastructure evaluation of all signal systems within stakeholder jurisdictions with close coordination with NCDOT.
- Detailed guidance on any additional implementation steps or studies needed for future integration of Town of Garner, Knightdale, Wake Forest and/or Rolesville traffic signal systems into one eastern Wake system.
- Any necessary agreement language or templates needed to share system data, assign maintenance responsibilities and access, and assign legal liabilities.

The Eastern Wake Study will be funded by CAMPO. The consultant(s) will be expected to coordinate with and oversee project committees, including staff from the CAMPO, NCDOT, the City of Raleigh, and the Towns of Garner, Knightdale, Wake Forest and Rolesville.

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## **LEAD AND SPONSORING AGENCIES**

The MPO is required to complete the transportation planning process in a continuing, cooperative, and comprehensive manner for the region. The current Capital Area MPO planning area boundary encompasses 1,579.51 square miles and an estimated 2020 population of 1,272,232. The Capital Area MPO is tasked with providing a regional, comprehensive, and cooperative planning process that serves as the basis for the expenditure of all federal transportation funds in the area. Under Section 134 of the Federal Highway Act of 1973, MPOs are required to prepare long-range transportation plans for the planning area with a minimum of a 20-year planning horizon and other regionally significant studies and plans. The Town of Cary, North Carolina, serves as the Lead Planning Agency for the Capital Area MPO. Funding for this plan will be contributed by CAMPO.

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## **PROPOSAL AND PROJECT TIMELINE**

### **ACTION**

### **DATE**

**Advertise for Proposals**

Friday, December 5, 2025

**Deadline for Questions**

Thursday, December 18, 2025

Questions must be submitted in writing (no phone calls) no later than 12:00 p.m. on Thursday, December 18, 2025, to [Evan.Koff@campo-nc.us](mailto:Evan.Koff@campo-nc.us) & [Alex.Rickard@campo-nc.us](mailto:Alex.Rickard@campo-nc.us). Questions and responses will be posted on [www.campo-nc.us](http://www.campo-nc.us) no later than 5:00 p.m. on Friday, December 19, 2025.

**Proposals Due**

**Friday, January 9, 2025, 3:00 p.m.**

**Deliver in PDF format by email by 3:00 p.m. EDT to Evan Koff:** [Evan.Koff@campo-nc.us](mailto:Evan.Koff@campo-nc.us) & *Alex Rickard:* [Alex.Rickard@campo-nc.us](mailto:Alex.Rickard@campo-nc.us)

**Proposal Opening**

Friday, January 9, 2026, 3:30 p.m.

**Candidate Interviews**, if necessary

January 21–22, 2026

**Preferred Candidate Selection**

Late January 2026

**Contract Negotiation and Approval**

Late January 2026 to  
Early February 2026

**Executive Board Contract Approval**, if necessary

February 2026  
Executive Board meeting

**Anticipated Notice to Proceed**

Late February 2026

**Project Completion**

**June 30, 2027**

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## **PROJECT BACKGROUND**

In June 2022, CAMPO completed the Western Wake Study – a direct implementation of the June 2020 Triangle Region ITS Strategic Deployment Plan Update’s recommendation presented in its Gaps and Needs Assessment<sup>1</sup> and its Appendix K<sup>2</sup> (both studies can be found on CAMPO’s [ITS website](#)). The Western Wake Study delivered a granular Implementation and Operations & Maintenance (O&M) Plan for the towns of Cary and Morrisville and a more high-level Implementation and O&M Plan for the Western Wake Region that is reproducible throughout the Triangle Region.

The Western Wake Study addressed local priorities while aligning with the simultaneous launch of NCDOT’s State Transportation Improvement Program (STIP) funded municipal signal system projects for the Towns of Morrisville (U-5967), Fuquay-Varina (U-6022), and Apex (U-6117). These projects included critical infrastructure upgrades such as new signal cabinets and fiber connectivity, aligning well with the study’s recommendations and implementation timeline.

As a follow-up to the success of the Western Wake Study—and at the request of our partners at the City of Raleigh—an Eastern Wake Traffic Signal System Integration Study was included in CAMPO’s FY2026 Unified Planning Work Program (UPWP). This study is designed to center around Raleigh’s developing Advanced Traffic Management System (ATMS) standards (e.g., fiber infrastructure, upgraded signal cabinets), support the expansion of those standards throughout its signal system, and enhance coordination between Raleigh’s traffic signal department and their NCDOT counterparts.

In this study’s phase one iteration, CAMPO will also focus on incubating partnerships between the City of Raleigh and its adjacent eastern municipal neighbors: Garner, Knightdale, and Wake Forest/Rolesville. The towns of Wendell and Zebulon are anticipated to be addressed in a potential phase two. The potential phase two work will be completed as part of a separate request for proposals at a currently undetermined time in the future. This work directly responds to partner requests to regionalize traffic signal and ITS systems across the eastern half of Wake County.

The timing of the Eastern Wake Study is similarly strategic, coinciding with the construction phase of STIP-funded municipal signal system projects for the Town of Wake Forest (U-6023) and Town of Knightdale (U-6026), as well as the planning phase for the City of Raleigh (U-6119) and Town of Garner (U-6194). These STIP projects also include infrastructure

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<sup>1</sup> “NEED #2: THE NEED FOR INTEROPERABLE SIGNAL SYSTEMS ACROSS JURISDICTIONAL BOUNDARIES”

<sup>2</sup> Given the intent to have interoperable systems across jurisdictional boundaries, it is imperative that upgrades are aimed at installing interoperable technologies. The regional task force/working group should develop guidelines for planning to upgrade traffic signal systems across the region.

upgrades such as signal cabinets and fiber connections, reinforcing the relevance and urgency of this study.

### **Study Purpose and Need**

The Eastern Wake Study is intended to advance regional coordination, operational efficiency, and ITS scalability across eastern Wake County. Building on the success of the Western Wake Study—which demonstrated the economic benefits and engineering efficiencies of an expanded coordinated signal system and produced a replicable model for similar efforts across the CAMPO region and statewide—this study is designed to extend that work and tailor it to the unique needs of the City of Raleigh and its immediate eastern Wake County neighbors.

A central and early objective of this study is to actively present the benefits of regional signal system integration to neighboring jurisdictions—Garner, Knightdale, Wake Forest, and Rolesville—and to encourage their participation in a shared approach. This includes demonstrating how alignment with Raleigh’s developing Advanced Traffic Management System (ATMS) standards—such as fiber-based communications, upgraded signal cabinets, and centralized control platforms—can yield measurable improvements in mobility, safety, and cost-efficiency.

Beyond economic advantages like reduced staffing burdens, improved grant competitiveness, and lower long-term operations and maintenance (O&M) costs, the study will emphasize broader systems-level benefits. A scalable, corridor-based signal timing strategy enables more frequent and responsive retiming cycles, which can deliver travel time savings at a fraction of the cost of traditional intersection or roadway modernization projects. This approach presents an opportunity for regional partnerships to supplement NCDOT’s existing efforts and expand the frequency and responsiveness of signal optimization across shared corridors.

The study will provide technical guidance on how an existing ATMS can successfully integrate traffic signals within neighboring municipalities while maintaining current operational and maintenance levels, upholding high safety standards, and incorporating the desired features and policies of multiple stakeholders. Implementation steps and recommendations will be designed to be transferable to other high-growth areas across the state, where signal system coordination and regional ITS integration is increasingly critical as new projects are funded and development intensifies.

CAMPO, NCDOT, and local jurisdictions in the study area require a qualified consultant to evaluate the feasibility of multi-jurisdictional signal system integration and outline the necessary steps for implementation. The results of this study will build upon the model

developed for the Western Wake Study and serve as a guide for similar efforts across the CAMPO region and statewide, supporting long-term ITS expansion and collaborative traffic management strategies.

## Study Objectives

Expected outcomes of this study are:

- **Develop a detailed guidebook** with development steps specifically tailored for the City of Raleigh and a more generalized approach to the integration of the current NCDOT managed traffic signal systems in the eastern municipalities. This guidebook will lean on the existing work from the Western Wake Study when reviewing recent system integrations from around the nation to consider best practices that could be applied to our region while allowing for future expansion of the Raleigh ATMS.
- **Conduct a comprehensive infrastructure evaluation** of all signal systems within stakeholder jurisdictions, in close coordination with NCDOT. This includes mapping existing and planned signal infrastructure, identifying ownership and maintenance responsibilities, assessing long-term system sustainability, and evaluating the potential need for additional traffic management centers.
- **Review funding opportunities** to support regional ITS integration. This includes analysis of currently funded ITS TIP projects, identification of gaps and future needs, and exploration of additional funding sources such as local, state, federal, and partnership-based opportunities. The evaluation should also prioritize strategic project implementation by year and identify opportunities for coordination with roadway, transit, and EMS service investments.
- **Perform peer reviews of recent signal system integrations** from other regions across the country that build upon the peer review from the Western Wake Study. These reviews should identify best practices applicable to the Triangle region, with particular attention to challenges and solutions relevant to eastern Wake County's integration goals.
- Building upon the groundwork in the Western Wake Study, **recommend necessary agreements** to support regional coordination, including data-sharing protocols, maintenance responsibilities, access permissions, and legal liability frameworks. Suggested agreement language should be provided for use as templates during future ITS coordination efforts.
- **Establish and engage a Technical Steering Committee** composed of study partners including CAMPO, NCDOT, the City of Raleigh, and representatives from Garner, Knightdale, Wake Forest and Rolesville. The consultant is expected to meet



regularly with the committee—typically monthly—to review progress, share findings, and refine deliverables.

- **Conduct targeted stakeholder outreach** as needed to build consensus, gather input, and promote participation in the regional signal integration effort. Broad public outreach is not anticipated as part of this technical study.

## Study Location

The study will focus on eastern Wake County within the CAMPO planning area, with specific attention to the following jurisdictions: the City of Raleigh, Town of Garner, Town of Knightdale, Town of Wake Forest, and Town of Rolesville. A map of the general study area is provided in Figure 1.

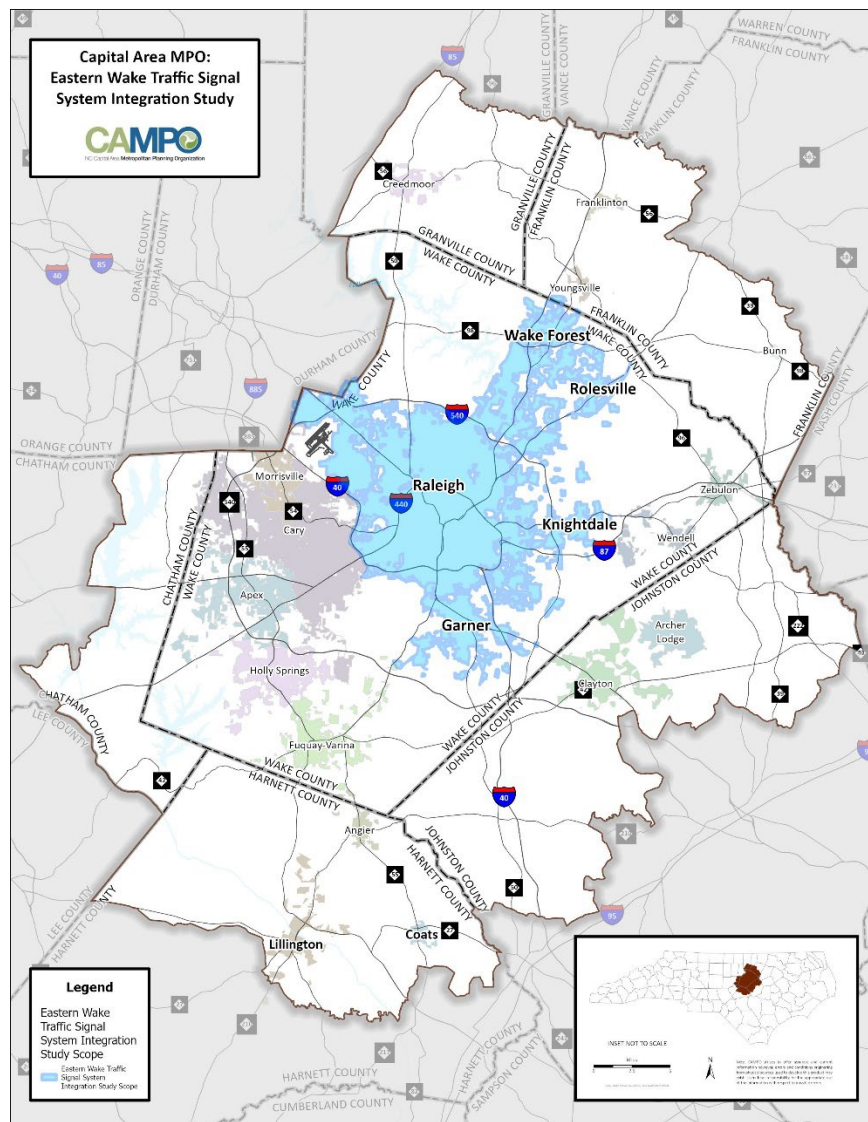


Figure 1: Eastern Wake Traffic Signal System Integration Study Area

While the primary scope centers on the traffic signal systems of these five jurisdictions, the study will also consider future expansion opportunities to include the Towns of Wendell and Zebulon. These communities may be addressed in subsequent phases, and their inclusion in long-term planning will help ensure scalability and regional consistency in traffic signal system integration.

### **Desired Scope Elements**

1. **Project Management and Coordination:** Facilitate regular coordination with a Technical Steering Committee composed of CAMPO, NCDOT, the City of Raleigh, and representatives from Garner, Knightdale, Wake Forest, and Rolesville. The consultant will lead monthly meetings, manage communications, and ensure alignment across jurisdictions.
2. **Peer Review of National Best Practices:** Conduct a peer review, building on the work from the Western Wake Study, but tailored towards the specific needs of the Eastern Wake Study. This peer review will be of recent traffic signal system integrations from across the country. Identify best practices applicable to the Triangle region, with emphasis on scalable ATMS expansion and multi-jurisdictional coordination.
3. **Detailed Integration Guidebook:** Develop a guidebook with implementation steps specifically tailored to the City of Raleigh's ATMS, alongside a generalized framework for integrating NCDOT-managed traffic signal systems in the eastern Wake municipalities. The guidebook should be actionable, scalable, and reflect stakeholder-defined service levels.
4. **Infrastructure Evaluation and Mapping:** Evaluate existing and planned signal system infrastructure across stakeholder jurisdictions in close coordination with NCDOT. Include maps, ownership and maintenance responsibilities, assessment of traffic management center capacity, and long-term maintenance requirements.
5. **Funding Strategy and Implementation Planning:** Review existing ITS TIP and MTP projects and assess future funding needs for full implementation. Identify strategic funding opportunities—including federal, state, local, and partnership-based sources—and recommend a phased implementation timeline.
6. **Scenario Planning for Future Integration:** Provide detailed guidance on the scalability of signal system integration across eastern Wake County. This should

include scenario planning that evaluates multiple pathways for integration—such as full incorporation into the City of Raleigh’s ATMS or alternative models where municipalities may benefit from partnering with one another. The analysis should consider infrastructure compatibility, operational capacity, governance structures, and long-term sustainability to help jurisdictions determine the most effective regional coordination strategy. This work should also serve as a blueprint for developing future partnerships with additional neighboring jurisdictions, supporting broader ITS expansion across the region.

7. **Draft Interagency Agreements:** Prepare draft agreements to support data sharing, maintenance responsibilities, system access, and legal liability. Provide suggested language and templates to facilitate future ITS coordination among participating jurisdictions.

### **Desired End Products**

This study will result in guidance outlining implementation steps for integrating traffic signal systems from participating eastern Wake municipalities into the City of Raleigh’s existing Advanced Traffic Management System (ATMS), while also evaluating alternative integration scenarios that may involve inter-municipal partnerships. The study will also identify any additional implementation steps or studies needed to support scalable regional ITS coordination across eastern Wake County.

The study will include a review of funding opportunities available to support integration efforts, as well as potential coordination with future roadway and transit projects. It will also incorporate peer reviews of recent signal system integrations from across the country to identify best practices that can be applied to the CAMPO region and beyond.

An infrastructure evaluation of all signal systems within participating jurisdictions will be conducted in close coordination with NCDOT, including mapping of existing and planned assets, identification of ownership and maintenance responsibilities, and assessment of long-term system needs. The study will also result in recommended or draft agreements between jurisdictions or state agencies to support data sharing, maintenance coordination, and legal responsibilities as regional signal system integration advances.

### **Study Time Frame**

The Notice to Proceed is expected to be issued in late February 2026. All work and invoicing should be completed by June 30, 2027.

## **Adoptions and Agreements**

The Technical Steering Committee (TSC) members, including CAMPO staff and the consultant will present the final Eastern Wake Traffic Signal System Integration Study and its findings, recommendations and proposed strategies to the MPO's TCC and Executive Board for MPO adoption. This presentation will also be provided to other partner agency boards/committees as appropriate.

## **Project Budget**

This study is being funded by the Capital Area MPO. The overall study budget is \$250,000, with \$50,000 budgeted in FY 26 and \$200,000 budgeted in FY 27 as outlined in the MPO's FY 2026 Unified Planning Work Program. All proposals should consist only of work that can be completed within the established timeframe and budget. No cost proposals should be included with the proposal packets due to the Mini-Brooks Act; all proposals will be evaluated on criteria outlined in this RFP.

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## GENERAL PROJECT ACTIVITIES AND SCHEDULE

General consultant responsibilities include data collection and analysis, existing operations, services, plan and studies review, mapping, research, report writing, presentations, meeting facilitation and documentation, public and stakeholder engagement, and publication of printed and digital documents. The consultant team should have extensive experience and knowledge of developing and implementing integrated ITS studies for a varied array of stakeholders; ability to effectively communicate and coordinate with local officials, community leaders, technical staff, and the public; meeting facilitation skills, developing special reports, graphics, drawings and concept visualizations; and collection and analysis of via GIS; collection and analysis of various data points.

The consultant will be requested to bill the MPO no less than on a quarterly basis, and invoices should be accompanied by detailed progress reports. Staff responsibilities include project management to ensure the project remains on time and budget and assistance with existing data collection, presentations, and meeting facilitation. Adjustments to responsibilities may be made depending on budgetary constraints.

The MPO and consultant will prepare a detailed work program at the beginning of the project that notes the consultant's and supporting agencies' responsibilities. The consultant or team of consultants should propose a detailed timeline of activities associated with the planning process and deliverables.

## PROPOSALS

Proposals of no more than 12 pages in length, numbered 1 through 12, including a one-page cover letter (that is counted as one of the 12 pages) may be submitted no later than 3:00 p.m. on January 9, 2026, with one (1) digital copy in a PDF format that will accommodate comments, labeled "Eastern Wake Traffic Signal System Integration Study" to Evan Koff via email to [evan.koff@campo-nc.us](mailto:evan.koff@campo-nc.us) and to Alex Rickard via email to [alex.rickard@campo-nc.us](mailto:alex.rickard@campo-nc.us). Email submissions arriving after 3:00 p.m. will not be considered. Proposal submissions shall not include any pages, attachments, appendices, or addendum beyond the 12-page limit. Proposals will need to include a comprehensive response describing the consultant's knowledge and experience with the tasks described in the above Scope of Services. Proposals should include the following Sections:

1. *General Experience Summary*: The summary will need to emphasize the team's experience with developing successful ITS studies, coordinating across a broad and diverse region consistent with the details in the requested Scope of Services presented above.

2. *Project Understanding and Proposed Approach*: This section of the proposal should include an outline of the understanding of the project goals, scope and important issues associated with the study area and an approach proposed to address those issues.

This section should include a proposed approach to addressing the desired tasks and outcomes outlined in this document with the requested Scope of Services, including proposed analysis tools and techniques, and stakeholder engagement strategies. This section should also include proposed management and project oversight efforts, as well as hours estimated for each task.

3. *Project Schedule*: A detailed project timeline, including anticipated meetings, milestones, and deliverables, should be included in the proposal needed to achieve the desired Scope of Work no later than June 30, 2027. It is expected that this study will be conducted between roughly February 2026 and June 2027, with a notice to proceed in late February 2026.
4. *Project Team*: Provide resumes, abbreviated, if necessary, for specific personnel that will be assigned to the project, including verification that they have experience with similar projects and will be available to complete the project within the allotted time frame, including availability to begin the project in February 2026. Include proposed organizational chart that clearly identifies task leads.
5. *Firm Overview*: General description of lead consultant and any proposed sub-consultant(s), including relevant project experience, firm profile, and description of current projects. General discussion of any history of successful collaboration between proposed lead and sub-consultant team members, if applicable.
6. *Project References*: References should include a brief project description, contact name, address, telephone number, email address, and provide evidence of similar work completed within the last five (5) years conducted by the proposing firm(s).
7. *Vendor ID Numbers*: If available, vendor identification numbers for the Town of Cary and NC DOT organizations should be provided in this section. If not available, the respondent must indicate its willingness to become a registered vendor with the Town of Cary and NCDOT prior to execution of a contract and will be expected to work expeditiously to achieve that registration if selected. Consultants (including all proposed staff from the lead and subconsultant firms) will also need to be registered and approved in NCDOT's Consultant Rate System prior to execution of a contract.

## EVALUATION PROCESS

Proposals submitted will be evaluated by a selection committee comprised of CAMPO staff, NCDOT staff, and other technical steering committee members. The committee will review proposals to determine which, if any, candidate(s) will be invited to interview with the committee. A response to this Request for Proposals does NOT constitute any obligation on the part of the funding partners to conduct an interview with the proposer(s). The review committee maintains the right to select proposer(s) for interviews as they feel appropriate and necessary. When determining which proposer(s) will be invited to interview or selected as the preferred candidate without an interview, the committee will consider the following criteria:

- Professional Qualifications and Experience of the Proposed Team
  - Previous experience of proposed Project Manager with regional and/or multi-jurisdictional studies
  - Technical skills and expertise of key team members
  - Relevant prior experience of key team members in dealing with transportation issues
  - Demonstrated ability to successfully conduct thorough analysis on complex transportation mobility, safety, and intelligent transportation systems issues, and objectively present feasible options and recommendations on associated issues
  - Demonstrated ability to implement a successful stakeholder engagement strategy with various stakeholder interests that provide meaningful input into project outcomes.
  - Demonstrated understanding of interrelationships between transportation and land use.
- Understanding of the Project Study Area, Goals and Objectives
  - General familiarity with the study area, including local issues within the regional context
  - General understanding of the project objectives
  - Understanding of local policies affecting regional transportation efforts
- Proposed Approach to the Project
  - Technical analysis tools and techniques proposed
  - Proposed project timeline/schedule, including appropriate order of described tasks to achieve meaningful recommendations
  - Estimated hours by task
  - Availability and ability of team members to engage with various groups and levels of stakeholders throughout the duration of the project.

- Quality of the Proposal
  - Concise description of tasks, staff, and process proposed
  - Neatness, organization, and detail-oriented proposal
  - Clarity of roles and responsibilities of key team members

An interview phase may or may not be a part of selection for this project. If an interview phase of the selection process is deemed necessary after the initial review of proposals, the committee will select an appropriate number of proposer(s) to interview. Interviewees will be evaluated based on the following criteria:

- Overall quality of project presentation
- Team dynamic
- Quality of answers provided during the interview

Once a preferred candidate is chosen, the MPO will work with the project team to develop a more detailed scope of services to be included in the project contract. The Capital Area MPO reserves the right to select the most competitive proposals for this project. During the selection process, the MPO will ensure that all answers or clarifications to questions posed by any particular respondent are provided through the project website by 5:00 p.m. on Friday, December 19, 2025. The Capital Area MPO reserves the right to negotiate a contract, including the final scope of work and contract price, with any respondent or other qualified party.

## **GENERAL INFORMATION**

CAMPO will not accept faxed information as a valid submission in response to the RFP. The successful firm must enter into a contract with the Capital Area MPO, which specifies requirements for indemnification, insurance and other applicable policies.

The Capital Area MPO reserves the right to suggest to any or all respondents to this request for qualifications that such respondents form into teams of consulting firms or organizations deemed to be advantageous to the Capital Area MPO in performing the scope of work. The Capital Area MPO will suggest the formation of such teams when such relationships appear to offer combinations of expertise or abilities not otherwise available. Respondents have the right to refuse to enter into any suggested relationship.

The Capital Area MPO may reject any or all of the submissions as it deems in its best interests. The Capital Area MPO reserves the right to waive any irregularities or technicalities when it deems the public interest will be served thereby.

This request for proposals does not commit the Capital Area MPO to award a contract, to pay any costs incurred in preparation of a response to this invitation, or to procure or



contract for services or supplies. The Capital Area MPO reserves the right to accept or reject any or all responses received as a result of this request for proposals, or to cancel this request in part or in its entirety if it is in the best interest of the Capital Area MPO to do so.

The selected consultant or firm will enter a contract with the Capital Area MPO, and must agree to contract provisions, including applicable federal requirements.

**Appendix A** includes a draft contract template for entering into a contract with CAMPO.

**Appendix B** includes Federal Requirements.

## **METHOD OF COMPENSATION**

Upon selection, the Capital Area MPO will propose a contract to the selected consultant for review. The contract is for a cost-plus fixed fee with a contract maximum.

Reimbursement will be made on a quarterly schedule based on documentation of work tasks completed; exclusive of travel which will be reimbursed on a not to exceed basis for reasonable costs as identified in the contract. The Project Manager will review, and if appropriate, approve payment of all invoices submitted under the contract. The MPO has budgeted a total of two hundred fifty thousand dollars (\$250,000) for this study, with \$50,000 budgeted in FY 26 and \$200,000 budgeted in FY 27 as outlined in the MPO's FY 2026 Unified Planning Work Program. Proposals should not include work which is anticipated to exceed this budgeted amount.

**NOTE: DUE TO THE MINI-BROOKS ACT NO FEE IS TO BE SUBMITTED AT THIS TIME. FINAL FEE NEGOTIATIONS WILL COMMENCE WITH THE FIRM(S) SELECTED BASED ON THIS QUALIFICATIONS-BASED SELECTION PROCESS.**

## **CONTACT INFORMATION**

Questions regarding this RFP must be received no later than 12:00 p.m. on Thursday, December 18, 2025 (emailed to [evan.koff@campo-nc.us](mailto:evan.koff@campo-nc.us) and [alex.rickard@campo-nc.us](mailto:alex.rickard@campo-nc.us); no phone calls). Based on questions received, the project manager will provide clarification and/or further information through the MPO's website ([www.campo-nc.us](http://www.campo-nc.us)), if needed. All Proposals in response to this RFP must be received no later than 3:00 p.m. on Friday, January 9, 2026. Proposals received after this time or not containing all required elements, will not be considered for this project.

Interested persons, firms and teams shall refrain from contacting members of the Selection committee regarding this Request for Proposals, except for questions submitted in writing to the MPO project manager as described in this document or during the

advertisement, interview, and procurement process. Initiating contact with members of the Selection committee regarding this Request for Proposals may render the person, firm, or team as ineligible for selection.

Please email completed PDF Proposals no later than 3:00 p.m. on January 9, 2026, to:

Evan Koff, [evan.koff@campo-nc.us](mailto:evan.koff@campo-nc.us) & Alex Rickard, [alex.rickard@campo-nc.us](mailto:alex.rickard@campo-nc.us)

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**APPENDIX A:**  
**Required Capital Area MPO Contract Provisions**

NORTH CAROLINA  
WAKE COUNTY

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT (the “Contract”) is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the “Contractor;” and the Capital Area Metropolitan Planning Organization, a N.C. metropolitan transportation planning organization, authorized and existing under Article 16 of Chapter 136 of the N.C. General Statutes (“CAMPO”); (Collectively, the “Parties”).

RECITALS:

WHEREAS, in furtherance of its official responsibilities, obligations, and objectives, CAMPO desires to engage a private contractor to perform certain services for CAMPO as further described in this Contract; and

WHEREAS, CAMPO has completed the necessary steps for solicitation and selection of an individual or firm to perform such services, all in accord with CAMPO policies and applicable legal requirements; and

WHEREAS, CAMPO has agreed to engage and contract with the Contractor, and the Contractor has agreed to contract with CAMPO, for performance of the services described herein, and in accordance with the further terms and conditions of this Contract; and

WHEREAS, CAMPO and the Contractor recognize and acknowledge that the Town of Cary (the “Town”) serves as the Lead Planning Agency (“LPA”) for CAMPO and, in this capacity, performs financial and other services in support of CAMPO’s official functions, all in accordance with that Agreement between CAMPO and the Town of Cary, December 16, 2022 as amended, which Agreement is incorporated herein by reference.

NOW THEREFORE, in consideration of the sums to be paid to the Contractor as provided herein, and other good and valuable consideration, the Contractor and CAMPO contract and agree as follows:

1. Scope of Services

The Contractor shall perform for CAMPO the following described services (hereinafter at times referred to as the “work”, “project work”, or “project services”:

The MPO has established the following objectives for this study. A regional traffic signal integration study to:

- Develop a tailored guidebook and conduct infrastructure evaluation – to provide City of Raleigh-specific development steps and a generalized framework for eastern municipalities, leveraging lessons from the Western Wake Study and national best practices. This includes mapping existing and planned signal infrastructure, clarifying ownership and maintenance responsibilities, assessing long-term sustainability, and

evaluating the need for additional traffic management centers to support future ATMS expansion.

- Review funding, agreements, and coordination mechanisms – to identify gaps in current ITS TIP projects, explore local, state, federal, and partnership funding opportunities, and prioritize strategic implementation by year. This effort will also include peer reviews of national integrations, recommended agreement templates for data-sharing and maintenance responsibilities, and regular engagement with a Technical Steering Committee and targeted stakeholders to ensure regional consensus and effective coordination.

As more specifically described in Exhibit 1, attached, entitled Request for Proposal.

## 2. Time of Performance

In performing the services described in this Contract, it is mutually agreed that **time is of the essence**. The Contractor shall begin work without delay following execution of this Contract by both parties, and upon CAMPO's giving to the Contractor Notice to Proceed with the work. The work shall be completed by **June 30, 2027**.

The term of this Agreement shall commence upon execution by all parties and shall continue through the Contractor's satisfactory completion of all work, services, and tasks described in the Contract.

## 3. Compensation; Time of Payment

*(Billing by Time, Charges, and Expenses)* For services to be performed hereunder, CAMPO shall pay the Contractor for the actual work satisfactorily performed, in accordance with the Statement of Fees and Charges set forth in Exhibit 2, attached. Total compensation may in no event exceed the agreed upon amount, except pursuant to a duly authorized, written amendment to this Contract, properly executed by the Parties.

The Contractor shall submit to CAMPO an invoice, or periodic invoices as work is completed, describing in reasonable detail the completed work. Invoices will be reviewed and approved by the CAMPO Executive Director or his designee, prior to payment.

Payment terms shall be: Net 30 days from the date of CAMPO's receipt of the Contractor's invoice. Invoices may be submitted through USPS mail, by personal delivery, or via email. Emailing of invoices is encouraged, to: [evan.koff@campo-nc.us](mailto:evan.koff@campo-nc.us). All invoices **must include a Purchase Order Number**. Invoices submitted without the correct purchase order number will result in delayed payment.

## 4. Quality of Services and Standard of Care.

All work performed under this Contract (including all phases of project work to which the Contract applies) shall be performed in a high quality and professional manner, to the reasonable

satisfaction of CAMPO, and shall conform to all prevailing industry and professional standards. The standard of care for services performed or furnished by Contractor under this Contract will be the care, thoroughness, and skill ordinarily provided by members of Contractor's profession, practicing under generally similar conditions, at the same general time, and in the same general locality.

As deemed appropriate in the performance or furnishing of professional and related services hereunder, the Contractor may engage subcontractor(s), including without limitation consultant(s) or sub-consultant(s). The Contractor is not authorized to engage any such individuals or businesses which shall have been found by CAMPO to be not acceptable in the performance of work for CAMPO. It shall be the responsibility of the Contractor to confer with CAMPO in this regard prior to engaging for any such subcontractor services.

## 5. Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

CAMPO:  
Capita Area MPO  
1 Fenton Main Street  
Suite 201  
Attn: Evan Koff  
Cary, NC 27511  
Telephone: 984-542-3607

Contractor:  
Attn:  
  
Telephone:  
Email:

All notices regarding a dispute arising under this Agreement shall also be provided to:

Capital Area MPO  
Attn: Executive Director

## 6. Actions in Conformance with Lead Planning Agency Agreement.

The Parties agree to take all reasonable steps and otherwise act in conformance with applicable provisions of the Lead Planning Agency Agreement between CAMPO and the Town of Cary as referenced in the Recitals.

## 7. Insurance

As indicated by the notation of applicability set forth herein, the Contractor agrees to continuously maintain, on a primary basis, at its sole expense and at all times during the term of this Contract, the applicable coverages and limits, set forth below. The requirements contained herein, as well as CAMPO's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations of the 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.

**Applicable: Yes \_\_\_ No \_\_\_.**

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.

**Applicable: Yes \_\_\_ No \_\_\_.**

Worker's Compensation & Employers Liability – The Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 (relating to statutory limits and number of employees liability) of not less than \$1,000,000 each accident.

**Applicable: Yes \_\_\_ No \_\_\_.**

Professional Liability (Errors and Omissions Coverage) – The Contractor agrees to maintain insurance with limits of not less than \$1,000,000 each claim. This coverage is necessary for professional services such as engineering, architecture, or when otherwise required by CAMPO.

**Applicable: Yes \_\_\_ No \_\_\_.**

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. The Contractor agrees to endorse CAMPO and the Town of Cary as additional insured parties on the Umbrella or Excess Liability policy unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Additional Insured – Contractor agrees to endorse CAMPO and the Town of Cary as additional insureds on the Commercial General Liability, Auto Liability, and Professional Liability policies. The endorsement shall read: "Capital Area Metropolitan Planning Organization and the Town of Cary are named additional insured as their interest may appear."

Certificate of Insurance – The Contractor agrees to provide both CAMPO a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are continuously maintained in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify CAMPO within five (5) business days with a copy of the non-renewal or cancellation notice or provide to CAMPO a reasonably sufficient statement identifying the coverage(s) which is/are no longer in compliance. The Certificate Holders' addresses should read as follows:

All insurance coverage referenced above shall be provided by an insurance company authorized to do business in the State of North Carolina.

## 8. Indemnity

### A. PROFESSIONAL SERVICES CONTRACTOR'S INDEMNIFICATION (EXCLUSIVE OF DESIGN SERVICES) TO CAMPO

a. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold harmless CAMPO, its officers, officials, employees, agents, or indemnnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement, when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.

b. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, and court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, but only if the Fault of the Contractor or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.

c. The Contractor's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.

### B. Definitions:

1. For the purposes of this Section, the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.
2. For the purposes of this Section, the term "Loss" or "Losses" shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.
3. For the purposes of this Section, the term "Derivative Parties" shall mean any of the Contractor's subcontractors, agents, employees, or other persons or entities for which the Contractor may be liable or responsible because of any statutory, tort, or contractual duty.

## 9. Intellectual Property

Subject expressly to the provisions of paragraph 17 of this Agreement, 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 CAMPO and not divulged or made available to any individual or organization without the prior written approval of CAMPO. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of CAMPO and not the Contractor.

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

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

## 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 Town of Cary or CAMPO, as part of any advertising without the prior written approval of CAMPO and the Town of Cary, respectively.

## 12. Cancellation

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

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed and associated costs incurred prior to the Contractor's receipt of notice of termination. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under

the Contract. The Contractor shall not be relieved of liability to CAMPO for damages sustained by CAMPO by virtue of any breach of this Contract, and CAMPO may withhold any payment due to the Contractor for the purpose of setoff until such time as CAMPO can determine the exact amount of damages due CAMPO resulting from the breach.

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

### 13. 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 regarding the Contractor's work under the Contract.

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

As applicable to the scope of work under this Contract, the Contractor shall effectively fulfill and 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 subcontractors, consultants, and employees before they are exposed to potential workplace or other hazards, as required by specific OSHA Standards.

### 14. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to CAMPO by the Contractor are subject to the public records laws of the State of North Carolina. It is the responsibility of the Contractor to properly designate materials at the time of initial disclosure to CAMPO that may be protected from disclosure as "Confidential" and/or "Trade Secrets" under North Carolina law as such and in the form required by law prior to the submission of such materials to CAMPO. The Contractor understands and agrees that CAMPO 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.

## 15. Audit

At their election, CAMPO may conduct, or provide for, an audit or audits of the Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. CAMPO may conduct such audits or inspections throughout the term of this Contract, and for a period of three years after final payment to the Contractor, or for a longer period if such is required by law.

In the event of such an audit, the Contractor agrees that CAMPO, or its/their designated representative(s), shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in CAMPO judgment have any bearing on or pertain to any matters, rights, duties or obligations arising under the Contract. The Contractor agrees that CAMPO or its/their designated representative, shall have access to Contractor's personnel records pertaining to the performance of this contract, including but not limited to financial, performance, operations and compliance records. The Contractor agrees to maintain such records for a minimum of three years after final payment, unless a longer period of records retention is required by law. The Contractor agrees to allow CAMPO or its/their designee to access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. CAMPO's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract, and shall be provided an adequate and appropriate workspace to conduct audits as provided for herein.

The Contractor agrees to include similar provisions regarding the rights of CAMPO to conduct auditing activities in any contract with employees, consultants, or subcontractors of the Contractor for performance of work under this Contract.

CAMPO agree to provide the Contractor with an opportunity to discuss and respond to any findings before any final audit report is issued.

CAMPO's rights under provisions of this Contract regarding audits shall survive the termination of this contract.

## 16. E – Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

## 17. Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

## 18. Non-discrimination

To the extent permitted by law, the parties hereto for themselves, their agents, officials, employees, and servants agree, with respect to the subject matter of this contract, not to discriminate in any manner based on race, color, creed, national origin, sex, age, disability, handicap, marital status, pregnancy, or sexual orientation. The parties further agree, to the extent permitted by law, to comply with all State, Federal, and local statutes, ordinances, and regulations prohibiting discrimination, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 *et seq.*); the Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et seq.*); Title II of the Americans with Disabilities Act of 1990; and Wake County Code of Ordinances Section 34.01.

## 19. Federal Contracting Requirements

The Contractor shall, with respect to the subject matter of this Contract and all services provided or performed hereunder be bound, and abide by, the requirements of applicable federal laws set forth in Exhibit 3, attached. Further, with respect to the subject matter of this contract and services to be provided or performed hereunder, the Contractor shall take all reasonable steps to insure that all of its employees, officers, agents, (sub)contractors, and (sub)consultants abide by such federal requirements, and shall, without limitation, provide reasonable notice of such requirements to its employees, officers, and agents, and shall reference and include such federal requirements in all its contracts with (sub)contractors and (sub)consultants.

## 20. Assignment

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

## 21. 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, Eastern Division.

## 22. Companies Boycotting Israel Divestment Act Certification

The Contractor hereby certifies, pursuant to NCGS 147-86.81, that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel.

## 23. Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by CAMPO for use in connection with the performance of this Contract and, without limitation as to further claims, will reimburse for, as applicable, repair costs or the replacement value of such property.

The Contractor shall be considered an Independent Contractor, and as such shall be wholly responsible for the work to be performed, including the supervision of its employees, consultants, or subcontractors. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture relationship between the Parties. The Contractor represents that it has, or will secure at its own expense, all resources and personnel required to satisfactorily perform the required services under this Contract. Any employees, sub-contractors, and/or consultants performing work hereunder shall not be employees of, or have any individual contractual relationship with, CAMPO.

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

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements, or contracts between the Parties.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- Exhibit 1: Scope of Services
- Exhibit 2: Statement of Fees and Charges
- Exhibit 3: CAMPO Requirements under Federal Laws
- CAMPO-Town of Cary Lead Planning Agency Agreement of December 16, 2025, not attached-incorporated by reference.

In the case of any conflict between this Contract and any of the above incorporated attachments, the terms of this Contract shall govern.

IN WITNESS WHEREOF, the Contractor has executed the Contract by the signature of its duly authorized officer(s), and CAMPO has executed the Contract, with proper authority, by the signature of its Executive Director, with the official seal affixed, the day and year first above written.

**THE CONTRACTOR:**

By:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

ATTEST (If corporate):

By: \_\_\_\_\_

(Affix Seal)

**THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION “CAMPO”**

By: \_\_\_\_\_  
Chris Lukasina, Executive Director

ATTEST:

By: \_\_\_\_\_  
Evan Koff, Senior Transportation Planner

(Affix Seal)

*\* The execution template language may be deleted in the final form, as an electronic signature template may be typically used.*

## **ATTACHMENT B:**

### **Additional Federal Requirements**

## **CAMPO Federal Requirements**

All recipients of federally funded grants or those who use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As a result, firms awarded federally funded contracts by the Capital Area MPO must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. Further, in accordance with Executive Order # 14173, all recipients of federally funded grants or those who use federal assistance to support procurements are prohibited from undertaking initiatives and programs that support “Diversity, Equity, or Inclusion”, that violate federal anti-discrimination laws, and may be required to certify to such effect. These terms and conditions are hereby incorporated into the Agreement or Contract to which it is attached as an Exhibit.

### **Definition**

“Firm” means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or other legal entity

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

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

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

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

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

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and subconsultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.



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

All suppliers, contractors, subcontractors, consultants, and subconsultants 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.

**Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)**

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387

**Contract Work Hours and Safety Standards Act**

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5)

**Copeland “Anti-Kickback” Act**

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the with the Copeland “Antikickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**Davis-Bacon Act**

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor

regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”)

**Debarment and Suspension**

All suppliers, contractors, subcontractors, consultants, and subconsultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Drug-Free Workplace Regulations**

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

**Education Amendments of 1972  
(Equal Opportunity in Education Act) –  
Title IX**

All suppliers, contractors, subcontractors, consultants, and subconsultants 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.

**Energy Policy and Conservation Act**

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Fly America Act of 1974**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Hotel and Motel Fire Safety Act of 1990**

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

control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

**Civil Rights Restoration Act of 1987**

Broadened scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, to include program activities of federal-aid recipients, subrecipients and contractors.

**Patents and Intellectual Property Rights**

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Procurement of Recovered Materials**

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Terrorist Financing**

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

**Trafficking Victims Protection Act of 2000**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

**Federal Transit Laws**

Specifically, 49 USC Sec.5332, prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability age, employment, or business opportunity.

**Rehabilitation Act of 1973**

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Universal Identifier and System of Award Management (SAM)**

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the governmentwide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

**USA Patriot Act of 2001**

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

**Whistleblower Protection Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Termination Provisions**

Capital Area MPO may terminate any resulting contract should the Contractor fail to abide by its requirements.

**Legal Remedies Provisions**

In instances where the Contractor violates or breaches contract terms the MPO shall use such sanctions and penalties as may be appropriate.

**Conflict of Interest Provisions**

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in

all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

**Access to Records and Record Retainage**

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The Town of Cary as Lead Planning Agency, 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.

**Solicitations for Subcontractors**

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, each potential subcontractor or supplier shall be notified of the contractor's obligations under this contract.

**Information and Reports**

The contractor shall provide all information and reports required under applicable federal and state laws, and shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by CAMPO, the NCDOT, or the Federal Highway Administration to be pertinent to ascertain compliance with applicable statutes and regulations.

**Sanctions for Non-Compliance**

In the event of the contractor's noncompliance with applicable statutes and regulations, CAMPO may impose remedies and sanctions available under applicable laws to it, the NCDOT, or the Federal Highway Administration.

**Incorporation of Provisions**

Any contractor shall include the provisions of this Exhibit in every subcontract pertaining to work or services to CAMPO, unless exempted by federal or state law. The Contractor shall take such action with respect to any subcontract as the NCDOT or Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance.