



Notice of Request for Qualifications (RFQ)

for Construction Project Management Services

RFQ: A/E 26-005

SUBJECT: REQUEST FOR QUALIFICATIONS: Construction Project Management Services

DATE: December 9th, 2025

The Town of Chapel Hill is seeking Statements of Qualifications (SOQ) from qualified firms to serve as a consultant for services to the Town for Chapel Hill Transit's Bus Rapid Transit project.

The Town and the firm would negotiate a scope of work, deliverables, schedule, and budget.

All submittals are due by 2:00 P.M. on January 30th, 2026. Please email proposals to Lenore Bishop, Purchasing and Contracts Manager at lbishop@townofchapelhill.org.

If you have any questions concerning the solicitation process, please contact the Purchasing Division at (919) 969-5022.

Questions concerning this Request for Qualifications (RFQ) must be submitted in writing no later than 5:00 P.M. on January 16th, 2026 to Katy Fontaine via e-mail at kfontaine@townofchapelhill.org. All responses to submitted questions will be published in the form of an addendum on the Town's Notice to Bidders website at [Notice to Bidders](#) by January 21st, 2026.

The Town of Chapel Hill reserves the right to reject any and all statements of qualifications.

The Required Forms attached at the back of the RFQ must be returned with the Submittal:

- Non-Collusive Affidavit
- Certification Regarding Debarment, Suspension and other Responsibility Matters
- Certification of Restrictions on Lobbying
- Certification of Compliance with Requirements for the Participation of Disadvantaged Business Enterprises (DBE's)

Request for Qualifications for Construction Project Management Services

For the Town of Chapel Hill

RFQ: A/E 26-005

Chapel Hill Transit (CHT) is seeking an experienced consultant or team of consultants to provide construction project management support services for the Town's \$188 million North-South Bus Rapid Transit (NSBRT) project, currently in design and projected to launch revenue service in 2029. The selected consultant or team will help Chapel Hill Transit staff oversee and manage the project as it progresses from final design to construction, through the launch of operation. This includes working closely with the North Carolina Department of Transportation (NCDOT); coordinating with AECOM, the project's design and engineering lead; supporting bidding and contracting; and managing all construction activities.

Background

The NSBRT is an 8.2-mile corridor between Eubanks Road Park and Ride and Southern Village Park and Ride on Martin Luther King, Jr. Blvd., Columbia Street, and US 15-501 S. When service launches in 2029, NSBRT will feature 5.2 miles of curbside, bus-only lanes, 17 station areas with premium transit amenities, and traffic signal priority (TSP) at the corridor's signalized intersections to keep transit service running on time.

The Federal Transit Administration (FTA) accepted NSBRT into Small Starts Project Development in 2016. Final design and engineering activities began in 2022, and the project received a Documented Categorical Exclusion (DCE) in March 2023, following National Environmental Policy Act (NEPA) review activities. CHT completed 60% of the design in the first half of 2025 and anticipates completing final design in early 2026. Current design plans can be found on our website at <https://engage.chapelhillinc.gov/nsbrt>.

Our schedule and budget are currently under FTA review and will not be finalized until that review is completed. Here are our most recent estimates:

- Schedule:
 - Pre-Construction – Current
 - 90% Design – May 2026
 - Final Design – November 2026
 - Procurement – December 2026 – June 2027
 - Construction – July 2027 – November 2029
 - Post-Construction – November 2029-February 2030
- Budget:
 - Construction - \$93,974,000

CHT is seeking an experienced consultant or team to provide capital project and construction expertise. The successful firm will have experience moving projects from final design to construction and the expertise to enhance the Town's Project Management (PM) and project delivery capacity.

Scope of Work

The NSBRT Construction Management Services (CMS) scope of work includes pre-construction services, construction services, and post-construction services. The services and tasks include, but are not limited to:

1. Pre-Construction Services
 - i. Participate in final design progress meetings with CHT staff and the consultant design team providing review, input, recommendations, and expert feedback related to:
 - a. Proposed design elements.
 - b. Construction costs and accuracy of independent cost models (estimates).
 - c. Construction means and methods.
 - d. Constructability and value engineering related to various design/material/life cycle elements (ex. materials selection/evaluations, minimizing materials and equipment with long procurement timelines).
 - e. Baseline project schedule, including construction project management schedule and construction duration, sequencing, phasing, scheduling, and minimizing interruptions to existing transit operations.
 - f. Site- and project-specific safety and security plans and related documents in accordance with Town, State, and Federal requirements/guidelines.
 - ii. Coordinate/participate in meetings with CHT, consultant design team, NCDOT, utility companies, and regulatory agencies and provide feedback on coordination and permitting processes.
 - iii. Provide input, recommendations, and feedback supporting the development of construction bidding documents and the review of responsive NSBRT construction bids.
 - iv. Facilitate contractor and subcontractor outreach with a focus on project education, increasing the likelihood of responsive bids, Disabled Business Enterprises (DBE) participation, and small business opportunities.
 - v. Perform other technical, management or other services or programs that are necessary to achieve NSBRT pre-construction goals and objectives.
2. Construction Services
 - i. Directly oversee and manage all elements of NSBRT's construction, including:
 - a. Direct coordination and communication with the project's prime construction firm and any subcontractors.
 - b. Construction quality control and supervision, including testing of materials.

- c. Safe work site practices and application of the project’s Safety and Security Plan and all applicable regulations.
 - d. Construction-related permit requirements.
 - e. Utility relocation and connections and ROW improvements.
 - f. Construction and materials inspections.
 - g. Materials and equipment deliveries, including material certification tracking.
 - h. Final punch list.
 - ii. Conduct all administrative and management tasks required for successful project construction including:
 - a. Manage and maintain construction budget and schedule.
 - b. Review, approve, and process invoices and requests for payment according to Town policies and procedures, in compliance with FTA reimbursement requirements.
 - c. Develop metrics for assessing and tracking change order requests and approvals including use and release of contingency budget.
 - d. Facilitate regular Construction Progress Meetings with CHT’s project management team.
 - e. Ensure contractor and subcontractor compliance with all local, state, and federal laws and contract requirements, including but not limited to bonds, insurance, certified payroll, Davis-Bacon.
 - f. Coordinate with CHT, NCDOT, the consultant design team, and other stakeholders as necessary.
 - iii. Develop construction communications schedule and key messaging to be used by Town communications staff, including anticipated construction phasing, detours, impacts, and interruptions.
 - iv. Coordinate project handover with CHT, the Town of Chapel Hill, NCDOT, and other relevant parties at the end of construction.
 - v. Perform other construction management services, as necessary for the successful construction of NSBRT.
- 3. Post-Construction Services
 - i. Project closeout including documentation (warranty service and close-out, final wage reports, FTA grant closeout, lien releases, as-builts, etc.).
 - ii. Preparation of operations and maintenance manuals and coordinating training and maintenance sessions with vendors/contractors.
 - iii. Perform other construction management services, as necessary, for the successful close-out of NSBRT construction of NSBRT.

Monthly Reporting

The project will utilize a cost control system to facilitate the work of cost control. All members of team are responsible for closely tracking expenditures and confirming that they align with the approved project budget. This work will rest upon careful identification, coding, tracking, and forecasting of project costs.

The selected firm will develop a process of monthly reporting that will cover details such as:

- Cost category
- Cost item
- Original baseline cost
- Current estimated cost
- Budgeted amount to-date
- Expenditures to-date
- Percent of cost completed
- Estimated percent of work completed
- Cost to complete
- Final cost forecast

These monthly assessments will help the project keep track of costs, quickly identify areas where costs are not meeting expectations, and take action to address or adapt to these changes. Each member of the selected firm understands their duty to report amendments, changes, delays, or other deviations from the plan in a timely fashion. All monthly reports will be collected and disseminated across the team to ensure that crucial information about the project budget is shared with as many eyes as is prudent.

Expectations

The CMS must ensure adequate staff capacity and availability for routine conduct of the work as well as being “on-call” for meetings and other activities that are required on short notice, including emergency site visits.

The CMS will act as an extension of the Chapel Hill Transit staff and provide consultant expertise to support various functions of the NSBRT construction project management. This includes, but is not limited to, project controls, document control, records management, cost estimating, project management, and administrative support.

Procurement Process and Schedule

Chapel Hill Transit is conducting a Proposal-Based Selection procurement process. This selection is done by using a Request for Qualifications (RFQ) to solicit responses from interested firms and individuals. A firm will be selected based on their ability to provide the services needed for the project.

Date	Event
1/9/2026	Distribution of RFQ
1/16/2026	Questions due in writing by 5:00 P.M. to Katy Fontaine at kfontaine@townofchapelhill.org .
1/21/2026	Answers to questions received will be published by 5:00 P.M. on the Town website at Notice to Bidders under the Project Title.
1/30/2026	Proposals due by 2:00 P.M. EST (See <i>Electronic Delivery</i> below)
2/9/2026 – 2/20/2026	Interviews with Short-Listed Firms
2/27/2026	Selection and Notification

Minimum Information Required

Firms shall be evaluated on the clarity, thoroughness, and content of their responses. Responsive offers will also clearly describe:

- Project management and administration, including methods for cultivating a productive working relationship between the proposer’s firm and Chapel Hill Transit’s NSBRT project manager.
- Strategies for ensuring the project stays on schedule and within budget.
- Strategies for effective communication and coordination between proposer’s firm and key staff in other Town Departments (i.e., Business Management, Public Works, Town Attorney, Strategic Communications, etc.)
- Evidence of and/or strategies for effective communication and coordination between proposer and outside agencies/ third parties.
- Experience and strategies for communicating sensitive and timely public information.
- Negotiation and conflict resolution strategies.
- Quality control and quality assurance procedures.
- Document control and file management processes.

Proposers should reflect the following expertise. The quantities below are based on 60% design plans and are subject to change. Multiple roles can be filled by one staff member, if qualified. At a minimum, the successful Company shall have available the following staff members, with appropriate levels of experience as required to meet the project’s inspection needs.

- Project Management Team
 - Transportation Construction Project Manager
 - Project Controls Manager
 - Quality Controls Manager

- Engineers
 - Two (2) Project Representatives Field Engineer
 - Thirteen (13) Roadway Inspectors, with at least one (1) covering each of the following specialties:
 - Erosion control and permit compliance experience
 - Traffic Signal/Intelligent Transportation Systems (ITS)/Communications Integration experience
 - Roadway inspection experience
 - Survey technician experience
 - Quality Control/Material Testing experience
 - Two (2) Project Representatives Architectural Structures
 - Six (6) Structure Inspectors, with at least one (1) covering each of the following specialties:
 - Experience as lead structure inspector
 - Traffic Signal/ITS/Communications Integration experience
 - Quality Control/Material Testing experience
- Support Staff, with at least one (1) covering each of the following specialties
 - Federal Regulations Compliance Specialist (Americans with Disabilities Act (ADA), Buy America, etc.)
 - Environmental Consultant
 - Design Consultant
 - Community Liaison/Business Access Manager
 - Construction Safety Officer

Chapel Hill Transit retains a right of first refusal for any project management staff that is added to the project following contract signing.

Any selected Consultant shall not be or become the construction contractor for any construction work related to this project under this contract, nor shall the Consultant have any direct or indirect interest in the construction work being performed by any other party. The Consultant warrants that it will not, during the term of this agreement or any extensions thereof, serve as, or be affiliated with, the construction contractor responsible for construction services related to this project. Any violation of this provision shall constitute a material breach of the contract and may result in termination.

Offerors should organize qualifications into the following Sections. Each section is described in more detail below.

1. Project Understanding
2. Project Approach, Work Plan, and Schedule
3. Qualifications & Experience

Project Understanding

Briefly summarize your experience, capacity, resources, and ability to successfully meet project objectives. The successful consultant will communicate a comprehensive understanding of the Town's governance structure and local third parties (i.e., utilities, institutions) and demonstrate significant experience related to the management of large-scale capital transportation projects. Please describe your familiarity with, or understanding of, principal state and federal legislation, regulations, requirements, and guidance related to federal capital investment grant programs (i.e., FTA Capital Investment Grants program, MEGA (National Infrastructure Project Assistance), INFRA (Infrastructure for Rebuilding America), RAISE (Rebuilding American Infrastructure with Sustainability and Equity), etc.), particularly as it relates to construction, inspection, procurement, and reporting requirements.

Project Approach, Work Plan, and Schedule

For each task described in the Scope of Work, briefly describe your proposed approach to successfully performing the services, including a timeline and specific deliverables for each task.

Qualifications and Experience

Please provide the following information:

- Legal name, DBA (if any), and address of offeror's organization and, if applicable, any branch offices or other subsidiary elements that will perform, or assist in performing, the work described in offeror's proposal.
- Brief firm bio(s) including years of experience providing services described in proposal and the types of services provided by the lead firm and any proposed subcontractors. Please specifically describe the expertise making the firm(s) uniquely qualified for the proposed work.
- A one-to-two page "highlights" resume describing the qualifications of proposed project personnel (including any proposed subcontractors). Please include name, title, project role, licenses/certifications (if relevant), physical office or work location, brief bio, and specific professional experience relevant to the scope of work.
- Organization chart illustrating all key staff performing proposed services and individuals with supervisory or quality control oversight of those individuals (for lead firm and any proposed subcontractors). Please be sure to identify all roles/task(s) each staff member and/or proposed subcontractors will support.
- A description of at least three (3) similar projects undertaken by your firm within the past five (5) years (and at least three (3) projects for any subcontractors who are part of your team, relevant to their proposed project role) demonstrating your ability to successfully meet the project goals. Please include:
 - Role(s) of lead firm and any proposed subcontractors.
 - Role(s) of proposed staff members in each project.

- Project location.
- Project start and end dates (in-progress work is acceptable).
- Federal and/or state agency coordination (including the name of each coordinating agency), if any.
- Coordination with public or private utilities, if any.
- Coordination with public or private entities including universities or similar institutions, if any.
- At least one (1) project must represent experience with local construction projects.
- At least three (3) references, including the agency/organization name, address, telephone number, and project contact person.

Evaluation of Qualifications

The Town follows **qualifications-based selection process (NCGS 143-64.31)** for procuring professional services. The Town may choose to interview firms or directly negotiate with the top ranked firm(s). The Town will seek to negotiate a contract, a general scope of services, fee schedule, etc., with the preferred firm(s). If unable to reach an agreement, the Town of Chapel Hill will terminate negotiations and commence negotiations with the next ranked firm.

SOQs will be evaluated based upon responsiveness to this Request – the vendor’s proposed services, experience, reputation, references, and other factors deemed relevant. Staff will score all SOQ and select the firm most advantageous to the Town. Scoring will focus on the following:

- A. **30 points:** Firm or team’s experience and qualifications
- B. **30 points:** Project Understanding & Risk Mitigation
- C. **25 points:** Work plan and project approach
- D. **15 points:** Client references

Preparation Costs

The Town of Chapel Hill will not pay any cost associated with the preparation, submittal, or evaluation of any SOQ.

Insurance

The successful Company shall procure and maintain during the life of the contract the following insurance coverages:

Worker’s Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer’s liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

Commercial General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

Business Auto Policy: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership.

Professional Liability Insurance: The selected firm will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000.

Special Requirements:

The Town of Chapel Hill is to be named as an additional insured on the Commercial General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the Town of Chapel Hill thirty (30) days prior to any expiration date. There shall also be a 30 day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Accord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the Town of Chapel Hill. Wording on the Certificate of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Town at any time.

Hold Harmless

The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.

Due Date

Proposals should be received by Lenore Bishop, Purchasing and Contracts Manager, at lbishop@townofchapelhill.org by 2:00 P.M. on January 30th, 2026, with "Construction Management Services RFQ" in the subject line.

Questions

All inquiries and questions about this request for proposals must be submitted in writing by email to Katy Fontaine at kfontaine@townofchapelhill.org by 5:00 P.M. on January 16th, 2026. All responses to

submitted questions will be published in the form of an addendum on the Town's website at [Notice to Bidders](#) by January 21st, 2026.

Prohibited Contract Terms

In no event shall there be any of the following unless Town's express written agreement is obtained: (1) any limitation on, or disclaimer of, implied or express warranties or the liability of the Contractor; (2) any limitation on damages, including a limitation of consequential damages; (3) any requirement for arbitration or for mandatory mediation; (4) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law.

Public Records

Information submitted to the Town of Chapel Hill is public information and is available upon request in accordance with the North Carolina Public Information Act. As provided by North Carolina statute and rule, the Town will consider keeping confidential the trade secrets, which the Company does not wish to be disclosed. For such information, the Company must mark each page in boldface at the top and bottom as "CONFIDENTIAL". In spite of what is labeled as a trade secret, the determination of whether it is or not will be determined by North Carolina General Statutes 132-1.2(1).

Attached is a sample of the Small Service Contract that will be used for the awarded contract.

**STATE OF NORTH CAROLINA
COUNTY OF ORANGE**

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

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

WITNESSETH

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

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A, attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town will pay for the Contractor’s services as set forth in Exhibit A.
3. Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount} plus applicable sales tax.
4. Federal Assistance. This Contract is funded, in whole or in part, by federal assistance. Accordingly, the federal provisions contained in Exhibit B apply, as applicable. In the event the federal assistance funding this contract, in whole or in part, is frozen or terminated, then this Contract shall automatically expire without penalty to the Town, and Contractor shall immediately stop its work unless otherwise agreed to by the Town in writing.
5. Billing and Payment: The Contractor shall submit an invoice to the Town for work performed under the terms of this Contract. The Town will make payment within thirty (30) days of receipt of an accurate invoice, approved by the department which contracted for these services.
6. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor, except to the extent same are caused by the negligence or misconduct of the Town. Contrary to any provision that may be contained in any exhibits, attachments, or subsequent purchase orders, the Town shall not consent to limitations of Contractor liability for amounts less than the amount of insurance coverage under this agreement. Any provision that may be contained in any exhibit attached hereto that calls for the Town to indemnify the Contractor shall be only to the extent allowed by law.
7. Insurance Provisions: The Contractor shall provide evidence of current valid insurance (if applicable) for the duration of this agreement, with the Town named as an additional insured under the Contractor’s Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per

occurrence and 2) Workers' Compensation - \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. Cyber Liability Coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate is required for Contractors having access to personal identifying information and/or computer networks. The Town may also require evidence of supplementary insurance coverages depending on the services provided under this agreement.

8. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this agreement without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
9. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
10. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If any subcontractors are used, they also must comply with these requirements. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
11. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
12. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term.
13. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibits, attachments, or subsequent purchase orders, the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
14. Preference: If the terms of any exhibits, attachments, or subsequent purchase orders are not consistent with the terms of this Contract, this document shall have preference; provided that where either any exhibits, attachments, or subsequent purchase orders or this document establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
15. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
16. Assignment: This Contract shall not be assigned without the prior written consent of the parties.

17. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.
18. Non-Appropriation of Funding: Contractor acknowledges that the Town is a governmental entity, and the Contract validity is based upon the availability of public funding under the authority of its statutory mandate.

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

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

[SIGNATURES ON FOLLOWING PAGE.]

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

{CONTRACTOR’S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK/DEPUTY TOWN CLERK

TOWN SEAL

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

Approved as to Form and Authorization

ATTORNEY FOR TOWN

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

FINANCE OFFICER

DATE

EXHIBIT B - APPENDIX I

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

A. THIRD PARTY CONTRACT PROVISIONS

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

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(30) 11-2-2022)
All FTA Assisted Third Party Contracts and Subcontracts		
No Federal Government Obligations to Third Parties (Use of Disclaimer)		§ 3(l)
False or Fraudulent Statements or Claims – Civil and Criminal Fraud		§ 4.e
Access to Third Party Contract Records		§ 16.s
Changes to Federal Requirements		§ 3.j.(1)
Equal Employment Opportunity (except special DOL construction clause)		§ 12
Disadvantaged Business Enterprises (DBEs)	Contract awarded on the basis of a bid/proposal offering to use DBEs.	§ 12.e
Incorporation of FTA Terms	Per FTA C 4220.1F.	§ 16.d
Prompt Payment		49 CFR 26.29
Prohibition on Certain Telecommunications Equipment		2 CFR 200.216 FAR 52.204-24
Awards Exceeding \$10,000		
Terminations		§ 11 and § 16.d.(2)
Debarment and Suspension	Awards exceeding \$25,000	§ 4.h
Notice to FTA and U.S. DOT Inspector General of waste, fraud, abuse...	Awards exceeding \$25,000	§ 39(b)
Lobbying	Awards exceeding \$100,000	§ 4.c and § 16.d(8)
Awards Exceeding the Simplified Acquisition Threshold (\$250,000)		
Resolution of Disputes, Breaches, or Other Litigation		§ 39
Awards Exceeding \$150,000 by Statute		
Clean Air	42 U.S.C. 7401-7671q.	§ 16.d.(7)
Clean Water	33 U.S.C 1251-1387	§ 16.d.(7)
Buy America	When tangible property or construction will be acquired. The threshold for applicability is no longer tied to the simplified acquisition threshold. It is statutorily fixed in 49 U.S.C. §5323(j)(13).	§ 15.a and b

Note: The Special EEO Clause for Construction is now shown on next page under “Construction Activities” for all contracts.

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

A - THIRD PARTY CONTRACT PROVISIONS (Continued)

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

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(30) 11-2-2022)
Transport of Property or Persons		
Cargo Preference	When acquiring property suitable for shipment by ocean vessel.	§ 15.c
Fly America	When property or persons are transported by air between U.S. and foreign destinations, or between foreign locations.	§ 15.d
Construction Activities		
Construction Employee Protections – Davis-Bacon Act	For contracts exceeding \$2,000.	§ 16.d.(4)
Construction Employee Protections – Contract Work Hours & Safety Standards Act	For contracts exceeding \$100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 16.d.(5)
Construction Employee Protections – Sec. 1 Copeland Anti-Kickback Act – Sec. 2 Copeland Anti-Kickback Act	All contracts All construction contracts exceeding \$2,000.	§ 16.d.(4)
Special EEO Provision for Construction	All construction contracts	§ 16.d.(3)
Bonding for Construction Activities Exceeding \$250,000	5% bid guarantee bond. 100% performance and payment bond.	§ 16.n
Seismic Safety	Construction contracts for new buildings or for existing buildings.	§ 23.b
Veterans Preference	All construction contracts	16.u
Non-construction Activities		
Nonconstruction Employee Protection – Contract Work Hours & Safety Standards Act	For all turnkey, rolling stock, and operational contracts (except transportation services contracts and open market contracts) exceeding \$100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 24.b
Transit Operations		
Transit Employee Protective Arrangements		§ 24.d
Charter Bus Operations		§ 28
School Bus Operations		§ 29
Drug Use and Testing	Safety sensitive functions.	§ 35.b
Alcohol Misuse and Testing	Safety sensitive functions.	§ 35.b

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

A - THIRD PARTY CONTRACT PROVISIONS (Continued)

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

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(30) 11-2-2022)
Planning, Research, Development, and Demonstration Projects		
Patent Rights		§ 17
Rights in Data and Copyrights		§ 18
Special Notification Requirements for States		
Special Notification Requirement for States		§ 37
Miscellaneous Special Requirements		
Energy Conservation	All Contracts	§ 26
Recycled Products	Contracts when procuring \$10,000 or more per year of items designated by EPA.	§ 16.d.(10)
Prohibition on Certain Telecommunications Equipment	All Contracts	2 CFR 200 Appendix II 2 CFR 200.216
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects.	§ 16.l
ADA Access	Contracts for rolling stock or facilities construction/renovation.	§ 12.h
Assignability Clause	Procurements through assignments (“piggybacking”).	§ 16.a, which incorporates FTA circular 4220.1

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

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

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

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

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

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)

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

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

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

C. CERTIFICATIONS, REPORTS, AND FORMS

CERTIFICATIONS, REPORTS, AND FORMS	COMMENTS	REGULATORY REFERENCE
Bus Testing Certification	All procurements of new model transit buses and vans and existing models being modified with major changes.	49 CFR Part 665
TVM Certifications	All rolling stock procurements.	49 CFR Part 26
Buy America Certification	Procurements of steel, iron, manufactured products and construction materials exceeding \$150,000.	49 CFR Part 661
Preaward Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Preaward Buy America Certification	Rolling stock procurements exceeding \$150,000.	49 CFR Part 663
Preaward Purchaser's Requirement	All rolling stock procurements.	49 CFR Part 663
Post Delivery Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Post Delivery Buy America Certification	Rolling stock procurements exceeding \$150,000.	49 CFR Part 663
Post Delivery Purchaser's Requirement	All rolling stock procurements to the extent required by Federal law and regulations.	49 CFR Part 663
On-Site Inspector's Report	Rolling Stock except for procurements of: - 10 or fewer vehicles; - 20 or fewer vehicles serving rural (other than urbanized) areas or urbanized areas or 200,000 people or fewer; - any amount of primary manufactured standard production and unmodified vans that after visual inspection and road testing meet the contract specifications.	49 CFR Part 663
Federal Motor Vehicle Safety Standards - Preaward and Post Delivery Reviews	Motor vehicle procurements (49 CFR 571).	49 CFR Part 663
Lobbying	Procurements exceeding \$100,000.	49 CFR Part 20 OMB Office of Federal Financial Management has not adopted FAR 2.101 \$150,000 simplified acquisition threshold standard.
Standard Form LLL and Quarterly Updates (when required)	Procurements exceeding \$100,000 where contractor engages in lobbying activities.	49 CFR Part 20 OMB Office of Federal Financial Management has not adopted FAR 2.101 \$150,000 simplified acquisition threshold standard.

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

D. OTHER MATTERS

OTHER MATTERS	COMMENTS	STATUTORY OR REGULATORY REFERENCES
Contract Administration System		2 CFR § 200.318(b)
Record of Procurement History		2 CFR § 200.318(i)
Protest Procedures		2 CFR § 200.318(k)
Selection Procedures		2 CFR § 200.320 b.
Cost/Price Analysis		2 CFR § 200.324
Justification for Noncompetitive Awards	If Applicable.	2 CFR § 200.320 c.
No Excessive Bonding Requirements		2 CFR § 200.319(b) (2)
No Exclusionary Specifications		2 CFR § 200.319(d) (1)
No Geographic Preferences	Except for A&E Services	42 CFR § 200.319 c.

NON-COLLUSIVE AFFIDAVIT– To be Returned with Offer

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

1. The Company further declares it can complete the work as specified in the request for quotation at the rates included in its proposal. The Company further declares itself informed of the applicable FTA contract clauses and has read all special provisions furnished prior to the solicitation of quotes that is satisfied relative to the work to be performed.

2. The Company further declares that it received and examined the quotation material and will abide by these requirements in performing the work.

3. The Company proposes and agrees, if this proposal is accepted, to contract with the Town of Chapel Hill, to furnish all necessary materials, equipment, and labor necessary to deliver the work specified in the request for qualifications to the full and entire satisfaction of the Town of Chapel Hill.

4. The undersigned Company hereby agrees that the Town of Chapel Hill reserves the right to reject any and all proposals when such rejection is in the best interest to the Town of Chapel Hill. Successful company(s) will be those that provide the lowest price and conform to the requirements specified herein.

Submitted the _____ day of _____, 2025

BY:

Firm Name	
Signature of Company	
Printed name & title	

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

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

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

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

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

Signature and Title of Authorized Official

CERTIFICATION OF RESTRICTIONS ON LOBBYING – To be Returned with Offer

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

_____ that:
(Firm)

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

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

Dated _____
(Name)

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS FOR THE PARTICIPATION OF
DISADVANTAGED BUSINESS ENTERPRISES (DBE's) - To be Returned with Offer**

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

DATE _____

SIGNATURE _____

TITLE _____

FIRM _____

State of

County of

Subscribed and sworn to before me this day of 20

Notary Public