



# **North Carolina Railroad Company**

## **REQUEST FOR PROPOSAL**

**CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY  
IMPROVEMENTS (CRISI) OF NORTH CAROLINA  
RAILROAD COMPANY'S CAROLINIAN AND PIEDMONT  
PASSENGER AND FREIGHT IMPROVEMENTS  
PROGRAM (CAPPFI)  
NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)  
SUPPORT**

**JUNE 5, 2026**

## **REQUEST FOR PROPOSAL (RFP) FOR NEPA SUPPORT OF CAROLINIAN AND PIEDMONT PASSENGER AND FREIGHT IMPROVEMENTS PROGRAM**

### **1. INTRODUCTION**

The North Carolina Railroad Company (NCRR) is requesting proposals from qualified firms to provide NEPA support for Clegg to Cary Siding Extension, Hillsborough Curve Improvements and Siding, and Elon Siding as part of NCRR's FY2023-2024 CRISI Grant-funded Carolinian and Piedmont Passenger and Freight Improvements (CAPPFI) Program.

- a. NCRR owns the lines and properties in a corridor between Charlotte and Morehead City, NC. NCRR granted to Norfolk Southern Railway ("NSR"), under the terms set forth in a Master Agreement and Trackage Rights Agreement, exclusive freight trackage rights over certain lines and properties of NCRR (the "NCRR corridor"). NCRR also granted to NSR such operating rights as permit continuation of certain passenger operations of the National Railroad Passenger Corporation ("Amtrak") over the lines of NCRR.
- b. This procurement is supported by federal assistance through the Federal Railroad Administration (FRA)'s Consolidated Rail Infrastructure and Safety Improvements (CRISI) program and is subject to all applicable federal requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, along with FRA award terms and conditions and any applicable U.S. Department of Transportation requirements. To this end, any final executed contract will include, at a minimum, terms outlined in Appendix A.
- c. NCRR intends to seek reimbursement from FRA for eligible costs for services described in this RFP. NCRR does not guarantee award funding beyond the scope described herein and may cancel this RFP at any time prior to execution of a contract.
- d. NCRR has made and continues to make improvements to the NCRR corridor to strengthen rail service. NCRR funds projects from its capital resources and funds other projects in partnership (jointly) with other parties such as NSR, NCDOT, and FRA.
- e. NCRR reserves the right to amend, withdraw and cancel this RFP, and reserves the right to reject all responses to this RFP before contract execution. NCRR reserves the right to request or obtain additional information about any proposals.

### **2. SCHEDULE OF RFP EVENTS**

The following is a tentative schedule of RFP events:

- Release/Public Notice of RFP – June 5, 2026
- Formal Question(s) Submission Deadline – June 19, 2026

- NCRR Issues Addendum Responses (anticipated): June 24, 2026
- Proposal Due Date/Time: July 6, 2026, by 12:00pm EST
- Notice of Intent to Award: July 17, 2026
- Contract Negotiation and Execution– July 31, 2026
- Anticipated Notice to Proceed (NTP) – August 2026 – September 2026

Prospective firms are encouraged to promptly notify NCRR of any apparent inconsistencies in the RFP. All formal inquiries to this RFP must be submitted in writing via email to Zachary Barham, Project Manager ([zbarham@ncrr.com](mailto:zbarham@ncrr.com)). NCRR will issue responses via written addendum(s). No verbal responses will be given.

### **3. PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals will be submitted via the Responsive portal. Proposers will receive an invitation email from Responsive.io with a link to access the project workspace.

- Accept the invitation (or sign in) and open the RFP project in Responsive.
- Review all sections and requirements shown in the portal, including any addenda.
- Upload proposal files in the locations indicated (e.g., technical proposal, price proposal, and required forms), ensuring all files are complete and legible.
- Confirm the submission is finalized in Responsive (i.e., submitted) prior to the Proposal Due Date/Time stated in Section 2.
- Retain the Responsive confirmation/receipt for your records.

If uploading your proposal via Responsive causes any concerns or complications, please contact Zachary Barham, Project Manager ([zbarham@ncrr.com](mailto:zbarham@ncrr.com)) to discuss alternative options.

Proposals will not be reviewed by NCRR until the submission deadline has passed. NCRR will document receipt of proposals and maintain procurement records in accordance with 2 CFR 200.318(i).

### **4. COST OF RFP PREPARATION**

NCRR shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected firm in connection with preparation of response to this RFP. Each proposer shall protect, defend, indemnify, and hold harmless the NCRR from any and all liability, claims, or expenses incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses include, but are not limited to, the following: preparation of this proposal, negotiations prior to notice to proceed, and costs associated with travel and/or meetings.

### **5. KEY PERSONNEL**

Proposals must include the proposed project team members and their experience. It is imperative that key personnel providing the services have appropriate background experience, and qualifications. Include summary of qualifications, certifications, and technical capabilities for each proposed staff member, as well as their proposed role on the project.

## **6. PROOF OF INSURANCE/LICENSING**

Proposals must include evidence of insurance and professional licensing appropriate to the scope. NCRR will specify minimum insurance requirements during contract negotiation; proposers may include their standard coverages and limits in their proposals.

The selected firm and any subconsultants shall hold, or obtain prior to contract execution, all professional licenses required under North Carolina law for the services to be performed. Any deliverables requiring professional certification or seal must be prepared and sealed by an individual duly licensed in the State of North Carolina, as applicable.

## **7. SUBCONSULTANT PARTICIPATION**

The proposer shall list any and all subconsultants they propose to use and specify the function to be performed by the subconsultant. The relevant information (i.e. name, task, etc.) of key personnel of the subconsultant must be listed and each must be licensed as appropriate in their particular field of expertise, such as engineering, surveying, etc. All flow-down provisions in Appendix A must apply to subcontracts, as applicable.

## **8. CONTRACT TYPE**

In accordance with 2 CFR 200.320(b)(2), the contract to be negotiated with the successful proposer will be a cost-reimbursement contract with a not-to-exceed threshold.

The awarded contract will incorporate:

- Applicable cost principles under 2 CFR 200, Subpart E
- Allowable cost requirements and documentation standards
- Invoicing requirements, supporting documentation, and audit rights
- Non-Disclosure Agreement between successful bidder and NCRR

NCRR will perform a cost or price analysis prior to the award in accordance with 2 CFR 200.324.

All documents, reports, and materials prepared under this contract shall become the property of NCRR. Deliverables shall be provided in editable and native file formats. NCRR reserves the right to use, reproduce, and distribute such materials for project and program purposes.

The successful proposer will not be precluded from bidding on any other components of NCRR's CAPPFI program.

## **9. CONFLICT OF INTEREST**

Proposers must disclose any actual or potential conflicts of interest or organizational conflicts of interest, including but not limited to:

- Relationships with NCRR, Norfolk Southern Railway (NSR), North Carolina Department of Transportation (NCDOT), Amtrak, Federal Railroad Administration (FRA), or other stakeholders that may affect objectivity
- Unequal access to information or prior involvement in developing the scope/specifications
- Impaired objectivity risks (e.g., evaluating work the proposer performed)

NCRR may disqualify a proposer or require mitigation where a conflict cannot be adequately addressed.

## **10. ELIGIBILITY, RESPONSIBILITY AND SAM VERIFICATION**

Prior to award, NCRR will determine that the apparent successful proposer is a responsible contractor under 2 CFR 200.318(h), considering integrity, compliance history, technical capability, financial resources, and past performance.

The apparent successful proposer (and key subcontractors) must not be suspended or debarred and must be eligible for federal contracting. NCRR will verify eligibility through SAM.gov and may require certifications.

## **11. SCOPE OF SERVICES**

NEPA support effort should include, but not be limited to, environmental requirements review, environmental investigations, and preparation of all required documentation to comply with applicable environmental laws, including but not limited to the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act, Section 4(f) of the US DOT Act, and Section 7 of the Endangered Species Act, as well as applicable implementing regulations and guidance. Deliverables should include, but are not limited to: Categorical Exclusion worksheets, documentation that determines NEPA Class of Action by FRA and other environmental documentation as required by FRA. NEPA and Section 106 process will be supported by the selected bidder to assist NCRR to complete prior to proceeding into Preliminary and Final Design.

Deliverables are anticipated to include, at a minimum but not limited to:

- NEPA class of action recommendation memorandum for each project
- Preparation of Categorical Exclusion (CE) or Environmental Assessment (EA) documentation, as required by the Federal Railroad Administration (FRA)
- Section 106 documentation and coordination, including consultation support
- Agency coordination support (including FRA, State Historic Preservation Office (SHPO), U.S. Army Corps of Engineers (USACE), and other agencies, as applicable)
- Preparation of technical studies or resource-specific documentation, as required to support NEPA determinations
- Response to agency comments and revisions to documentation through approval

The level of NEPA documentation will be determined in coordination with FRA.

NEPA support should be provided for the following tasks:

- Task 1: Clegg to Cary Siding Extension – approximately 5-mile-long Clegg to Cary siding extension to reduce passenger and freight conflicts on the NCRR Corridor between approximately Milepost 67-NC and Milepost 72-NC (See Appendix B).
- Task 2: Hillsborough Curve Improvements and Siding – Hillsborough curve improvements to reduce passenger and freight travel times by increasing track speed from 40 MPH to 65 MPH between Milepost 41.8-NC and Milepost 42.6-NC and approximately 3,500 track feet of siding to reduce passenger and freight conflicts at Milepost 42-NC (See Appendix C).
- Task 3: Elon Siding – approximately 2,600 track feet of siding to reduce passenger and freight conflicts at Milepost 18-NC (See Appendix D).

Proposers should account for right-of-entry requirements and railroad flagging protection, as applicable, within their cost estimates. The basis of estimate for these costs should be clearly described.

## **12. FORMAT FOR PROPOSAL AND REQUIRED CONTENT**

All proposals must include the following to be considered:

- a. Cover Letter: Signed by an authorized representative, acknowledging any addenda, and stating the primary point of contact.
- b. Firm Experience and Past Performance: Describe three (3) similar studies/projects completed in the past five years. Each project should include the client contact, scope, funding context (federal/state/private), and funding amount, if applicable.
- c. Key Personnel: Include qualifications, certifications, and technical capabilities for each proposed staff member, as well as their proposed role.

Identify the Project Manager, their availability, and the percent allocation of their time.

- d. Technical Approach and Work Plan: Describe your understanding of the project and constraints, stakeholder coordination, agency engagement, deliverables list with schedule, quality control/quality assurance approach. Include a work plan detailing how the proposal will meet the Scope of Services outlined in Section 11.
- e. Schedule: Detail major milestones, assumptions and dependencies
- f. Price Proposal: Include a fee and schedule proposal, including labor categories, hourly rates, hours by tasks, direct costs by tasks and indirect costs, if any.
- g. Certifications and Disclosures
- h. Conflict of Interest Disclosure Statement
- i. Debarment/Suspension Certification
- j. Telcom/video Surveillance Prohibition Attestation (2 CFR 200.216)

#### Proposal Format Requirements:

Proposals shall not exceed 15 pages, excluding cover letter and required forms. Submissions shall use 8.5" x 11" pages, minimum 11-point font (Arial, Calibri, or Times New Roman), and minimum 1-inch margins. Line spacing shall be no less than single-spaced.

### 13. EVALUATION

Proposals will be evaluated using a documented technical evaluation process in accordance with 2 CFR 200.320(b)(2)(i). Key evaluation criteria are outlined in the table below:

Criteria	Scoring
Firm Experience	20
Key Personnel and Staffing Plan	20
Technical Approach, Work Plan, and Deliverables	30
Price	30
<b>Total:</b>	<b>100</b>

Each criterion will be evaluated based on demonstrated experience, clarity and completeness of the proposed approach, responsiveness to the RFP requirements, and overall quality of the submission.

If scores are tied, NCRR will select the proposal with the higher technical score (sum of first three criteria). If still tied, NCRR may request best and final offers.

NCRR will complete a cost or price analysis prior to award under 2 CFR 200.324. NCRR may request additional cost details, supporting documentation, or rate substantiation.

#### **14. RESERVATION OF RIGHTS**

NCRR reserves the right to amend, clarify, withdraw, or cancel this RFP at any time prior to contract execution. NCRR may reject any or all proposals received in response to this solicitation, waive minor informalities or irregularities that do not affect the substantive evaluation of proposals, and request additional information or clarification from any proposer as necessary to support its evaluation process. NCRR further reserves the right to conduct discussions or interviews, request revised proposals or best and final offers, and negotiate scope, schedule, and price with the highest-ranked proposer, consistent with 2 CFR 200.320(b)(2).

Issuance of this RFP does not obligate NCRR to award a contract, nor does it commit NCRR to pay any costs incurred in the preparation or submission of a proposal. Any contract award will be subject to the availability of federal funding and compliance with all applicable federal, state, and local requirements. NCRR retains the right to award in whole or in part, if determined to be in its best interest and consistent with federal procurement standards.

#### **15. PUBLIC NOTICE AND ADVERTISEMENT**

NCRR, in accordance with 2 CFR 200.320(b)(2)(i), will provide public notice of the RFP to facilitate adequate competition and awareness of the opportunity.

#### **16. SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS.**

NCRR, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **17. NUMBER OF BIDS**

NCRR, in accordance with 2 CFR 200.320(B)(2)(i), will obtain proposals from an adequate number of qualified sources.

#### **18. OFFICE LOCATION**

NCRR will not furnish office or working facilities for consultant staff. NCRR will not reimburse consultant personnel for any relocation expenses other than normal travel outside their home office.



## 19. QUESTIONS AND CLARIFICATIONS

All questions and requests for clarification concerning this RFP should be submitted in writing through the Responsive RFP portal (preferred) or directed in writing via email to [zbarham@ncrr.com](mailto:zbarham@ncrr.com). NCRR encourages the use of the Responsive portal for all communications to ensure transparency and consistent distribution of information to all proposers. Written responses to proposers' questions will be provided via an addendum for public notice. No verbal responses will be given. No other communication with NCRR about this RFP is allowed. Questions must be submitted by June 19, 2026.

## APPENDIX A

### FEDERALLY REQUIRED CONTRACT PROVISIONS

For all contracts funded with federal assistance, the following provisions must be included in accordance with 2 CFR 200.327:

1. **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount, and remedies must address any contract violations or disputes.
2. **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for both cause and convenience.
3. For all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 as amended, which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts.
4. **Davis-Bacon Act**, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay.
6. For all contracts that meet the definition of “funding agreement” under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401.
7. All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act**.
8. **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the “System for Award Management” (SAM.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency.
9. **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352.
10. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 CFR Part 200.216 prohibits use of federal grant or loan funds to enter into, renew or extend any agreement to procure or obtain equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) as a substantial or essential component of that system.
11. **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 CFR Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), and

12. **Procurement of Recovered Materials** as required by 2 CFR Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.