



**RFP NO: 23-069**

**REQUEST FOR PROPOSALS  
FOR  
GOTRIANGLE LEGAL SERVICES**

**October 16, 2023**

---

## Table of Contents

ADVERTISEMENT .....	2
1 BACKGROUND .....	3
2 SCOPE OF SERVICES .....	3
3 PROPOSAL SUBMITTAL .....	5
3.1 Contents and Format of Submittal .....	5
3.2 Schedule of Events .....	9
3.3 Addenda .....	10
3.4 Questions and Clarifications .....	10
3.5 Selection Procedures .....	11
3.6 Evaluation Criteria .....	12
3.7 Submittal Review Process .....	12
3.8 Presentations and interviews .....	13
2.9 Proprietary Information .....	14
4 IDENTIFYING AND REMEDYING CONFLICTS OF INTEREST .....	14
5 GENERAL REQUIREMENTS .....	15
5.1 Contract Relationship .....	15
5.2 Disadvantaged Business Enterprise (DBE) Participation .....	15
5.3 Modification and Withdrawal of Proposals .....	16
5.4 Proposal Rejection / Reserved Rights .....	16
5.5 News Releases .....	17
6 PROTEST PROCEDURES .....	17
6.1 Protests Received Prior to Receipt of Proposals .....	17
6.2 Selection Protests .....	17
6.3 Filing Procedures .....	17
6.4 Protests Referred to the FTA .....	18
7 COSTS AND DAMAGES .....	18

---

**ADVERTISEMENT**

**REQUEST FOR PROPOSALS**

**SOLICITATION NO. 23-069  
FOR  
LEGAL SERVICES**

GoTriangle’s legal affairs are managed by a Board-appointed General Counsel, currently supported by three staff attorneys and a paralegal. To meet the agency’s varied and complex needs, GoTriangle’s legal department often requires assistance from outside counsel. Accordingly, GoTriangle is issuing this Request for Proposals (“RFP”) to identify one or more qualified law firms to provide legal services on an as-need basis. The range of legal subject matter confronted by GoTriangle is broad and may involve routine requests for counsel, a variety of transactional situations, dispute resolution, and litigation.

Any firm interested in serving as GoTriangle’s outside counsel is invited to submit a proposal in accordance with the procedures described below. The proposing firm (“Respondent”) may offer to perform all or limited portions of the Scope of Services. To most effectively meet its needs, GoTriangle may decide to split the work among multiple firms and may enter into contract negotiations with more than one Respondent.

GoTriangle is seeking a highly qualified and experienced professional services of qualified and experienced Attorney(s) and/or Law Firm(s) to provide Legal Services set out herein.

To obtain a copy of the RFP document, potential Respondents must download the document from the GoTriangle’s website at: <https://gotriangle.org/procurement-opportunities>

Proposals will be received **VIA EMAIL ONLY** at following address: [procurement@gotriangle.org](mailto:procurement@gotriangle.org)

**The deadline for receipt of all proposals is 4:00 pm on December 01, 2023.**

Questions regarding the RFP must be directed to William Bryant, Procurement Administrator at [procurement@gotriangle.org](mailto:procurement@gotriangle.org). A pre-Proposal meeting will be held on Monday October 30, 2023 at 10:00 am Via Ms Teams: [Click here to join the meeting](#)

Meeting ID: 281 207 246 039 Passcode: MZKGu2 Download Teams | Join on the web Or call in (audio only)

+1 252-210-4099,,45834616# United States, Rocky Mount Phone Conference ID: 458 346 16#

Find a local number | Reset PIN

**GoTriangle reserves the right to reject any and all proposals.**

---

## **1 BACKGROUND**

The Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle (“GoTriangle”), is a public agency organized under the laws of North Carolina. It was created by Wake, Durham, and Orange counties for the purpose of financing, building, and operating a first-rate public transportation system. GoTriangle is governed by a 13-member Board of Trustees.

The agency’s operations extend across a rapidly-growing metropolitan area. GoTriangle is responsible for delivering a vital public service and is continually pursuing opportunities to improve and expand mobility options in the Triangle region. The agency is actively engaged across its territory, regularly coordinating with government entities, educational institutions, the business community, and other stakeholders. More information about GoTriangle’s operations, projects, and governance can be found on our website at [www.gotriangle.org](http://www.gotriangle.org).

## **2 SCOPE OF SERVICES**

GoTriangle is seeking proposals from experienced and qualified Attorney(s) and/or Firm(s) that will understand the needs of a public transportation agency and be able to provide legal services on a flexible basis across a range of subjects. GoTriangle seeks firms that can efficiently handle matters in some or all of the following categories:

1. Construction law including Design-Build, Design-Build-Bridge, and Public Private Partnership Contracts
2. Local government finance, bonds, and taxation
3. Real estate development, including eminent domain
4. State and federal constitutional issues
5. Land use and zoning
6. Environmental Law
7. Employment Law, including employee benefits
8. Intellectual Property Law
9. Railroad Law, including matters before the Surface Transportation Board
10. Tort liability

---

Within the above-listed broad range of categories, the services (“Services”) will consist of working at the direction of GoTriangle’s Office of General Counsel by providing legal advice, specific deliverables, and representation to GoTriangle in a variety of ways, including:

- Day-to-day legal advice, including legal research, analysis, and written opinions;
- Transactional legal support, including negotiations with third parties and preparation of templates, contracts, term sheets, MOUs, and interlocal agreements;
- Legal support for real property transactions, including title work, negotiation with third parties, and preparation of all documents necessary to close the transaction;
- Bond counsel services;
- Strategic counsel and recommendations to agency decision-makers regarding all facets of GoTriangle’s business activities;
- Substantive participation in meetings, workshops, and other events;
- Timely assistance with subpoenas, requests under the Public Records Act, and other third-party demands;
- Presentations to both internal and external stakeholders, including GoTriangle’s board and other formal bodies;
- Representation in all forms of dispute resolution, litigation, arbitration, and administrative or quasi-judicial proceedings; and
- Other legal services upon request.

Only firms that employ one or more attorney(s) licensed to practice law in North Carolina and in good standing with the North Carolina State Bar may respond to this RFP. The attorney licensed in North Carolina shall be the lead attorney. GoTriangle expects that the Services will be performed by the personnel identified in each Respondent’s proposal. Any personnel changes occurring during the course of engagement will be subject to GoTriangle’s prior review and approval.

GoTriangle reserves the right to select one or more Respondents to perform the Services. GoTriangle anticipates entering into a contract with one or more successful Respondents for an initial term of three years with the potential for two, one year renewal options. The execution of a contract with GoTriangle will not signify a guarantee of a minimum amount of work or fees for the selected firm. Each firm contracted and authorized to perform Services will work at the direction of GoTriangle’s General Counsel. If any potential or actual conflict of interest arises as a result of the Services, GoTriangle may in its sole discretion waive or refuse to waive such conflicts. GoTriangle will retain the right to terminate any contract for its own convenience.

The Services may be funded in whole or part with funding provided by federal and state governmental sources. Accordingly, each Respondent will be expected to understand and abide by procurement requirements applicable to publicly-funded contracts.

---

### 3 PROPOSAL SUBMITTAL

All Proposals shall be submitted to GoTriangle **by December 01, 2023 @ 4:00 p.m. EST. Proposals received after the time and date will not be accepted.**

GoTriangle reserves the right to postpone the RFP due date for its own convenience. GoTriangle will provide the final addendum, if any, a minimum of five (5) working days prior to receipt of Proposals.

Proposals shall be submitted via email that is clearly titled with the Proposer's name and Solicitation No. 23-069 – "LEGAL SERVICES."

**Respondents must prepare and submit a PDF copy**, of their submission organized in the manner and sequence in which the information is requested in this section. **The proposed pricing must be in a separate PDF entitled "Pricing."** Proposals shall be concisely prepared in letter size form (8 1/2" x 11"), Times New Roman, 12-point font. Failure to include any requested information may result in the elimination of the proposer from consideration. Materials other than those specifically requested at each stage of the selection process will not be considered and must not be submitted at any time during the selection process.

**Please note the remit to email addresses below:**

<b>Email Only</b>
<a href="mailto:Procurement@gotriangle.org">Procurement@gotriangle.org</a>

**The procurement department shall reply to all Proposals received. If you do not receive a reply to your submittal, please assume we did not receive it and contact us immediately at 919-485-7429 or [wbryant@gotriangle.org](mailto:wbryant@gotriangle.org).**

#### 3.1 Contents and Format of Submittal

*Proposals will be limited to 30 pages (not including cover letters or mandatory forms).*

The following information shall be presented in a clear, comprehensive, and concise manner and in the prescribed format. The Proposals shall be prepared simply and economically, providing straightforward and concise information. Materials other than those specifically requested at each stage of the selection process will not be considered and shall not be submitted at any time during the selection process.

---

Proposers shall limit their submissions to the following information unless otherwise stated.

**a. Cover sheet**

The cover sheet shall clearly present the project title, the Proposer's name, and the RFP number. All print, except for the front cover of the proposal, shall be in Times New Roman, 12-point font.

**b. Table of Contents**

**c. A concise Letter of Interest including:**

1. the name and address of the Proposer's firm and the state in which it is incorporated and chiefly located;
2. a brief description of the Proposer's firm and its interest in performing the required professional services;
3. a clear statement as to which the category or categories of legal services the Proposer's firm is bidding;
4. the name, address, phone and facsimile numbers and e-mail address of the designated contact for the Proposer;
5. acknowledgment of all addenda to the RFP document (each addendum must be identified); and
6. signature of a duly authorized official of the Proposer's firm.

**d. A statement indicating any judgments against the Proposer (prime, subconsultants and third-party consultants) within the last five (5) years, or pending litigation, related to professional conduct or services.**

**e. Description of respondent's understanding of the scope of services**

1. Provide a concise explanation of the Proposer's understanding of the Services to be provided and the tasks requested to accommodate the objectives. Include Legal Counsel's approach to avoiding conflicts of interest and prioritizing client interests. List any potential conflicts of interest Respondent is aware of at this time and how said conflicts would be handled. Please consult Reference B (GoTriangle's "Conflict of Interest" Policy) at the end of this RFP, and describe Legal Counsel's approach with regard thereto.

---

**f. Qualifications and experience**

1. Submit the resume of the proposed Attorney-In-Charge, and any additional personnel that might be assigned to the engagement. The proposal shall clearly identify and include the names and qualifications of all personnel and proposed team to be assigned to the engagement and a chart representing the organizational structure of the team. This information must include all legal and non-legal personnel, as well as any proposed subcontractors and their personnel. The proposal shall include the assigned project team's demonstrated knowledge of, expertise, and experience with similar services and completing similar types of work as set out in the Scope of Services. The proposal shall also demonstrate that the key personnel have the time available to work on the specific service Proposer is applying for under this Solicitation.
2. The proposed Attorney-In-Charge must be licensed to practice law in the State of North Carolina and have a minimum of five (5) years of legal experience. Proof of such license in good standing must be provided by Proposer.

**g. Previous experience of similar Scope of Service**

1. Previous experience of similar scope(s) of service involves work that is the same or similar in nature, size, and complexity to the services being procured under this Solicitation:
  - i. Provide a list of at least three (3) prior clients where you performed similar service(s) as set out in the Scope of Services that the proposing firm and/or its sub consultants have undertaken within the last five (5) years.

**h. Reference from previous clients**

1. Provide at least three (3) references, which best illustrate the Proposers' qualifications for the applicable service
  - i. Include the name and contact information for a person associated with each of the owners or organizations which contracted for professional services who is very familiar with the firm's (or firms') performance.
  - ii. Indicate the level of involvement as a prime or subconsultant.

**i. Price proposal**

- a. Include your price proposal as a dedicated separate document. Provide hourly rates, encompassing fees, retainer, travel expenses, and other relevant charges, for each Scope of Service legal category that you are bidding on. Present a line-item breakdown that clearly outlines individual elements and associated costs.

- 
- b. If applicable, offer optional add-ons or alternatives with brief descriptions. Indicate the validity period of your pricing proposal and outline what is included and excluded.
- j. Proposal Submittal Form (Attachment A)**
- k. E-Verify Form (Attachment B)**
- l. Certificate Regarding Conflict of Interest Form (Attachment C)**
- m. Price Schedule (Attachment D)**
- n. Non-Collusion Form (Attachment E)**
- o. Iran Divestment Act Form (Attachment F)**
- p. Companies Boycotting Israel Divestment Act Form (Attachment G)**
- q. EEO Forms (Attachment H)**
- r. Federal Requirements (Attachment I)**
- s. RFP Response Checklist (Attachment J)**

---

### 3.2 Schedule of Events

The selection process will proceed as outlined below.

<i>DATE</i>	<i>EVENTS</i>
October 16, 2023	RFP distributed and posted to GoTriangle website
October 30, 2023 10:00 AM EST	Pre-Proposal Meeting held via Microsoft Teams
November 02, 2023 3:00 PM EST	Questions must be received in writing by (e-mail only) to William Bryant at <a href="mailto:procurement@gotriangle.org">procurement@gotriangle.org</a>
November 07, 2023 3:00 PM EST	Responses to all questions received will be posted on the GoTriangle website. All firms that have previously registered and downloaded the RFP documents from the GoTriangle website will be notified of responses via e-mail.
<b>December 01, 2023 4:00 PM</b>	<b>Proposals due via email at <a href="mailto:procurement@gotriangle.org">procurement@gotriangle.org</a></b>
December 08, 2023	Shortlist Firms
December 11-15, 2023	Selected Proposers to make presentations and are interviewed by the Review and Selection Committee Conference
TBD	Announcement of Intent to Award Contract
January 04, 2024	Review and Selection Committee recommends to the O&F Committee Contract Award
January 17, 2024	GoTriangle Board of Trustees authorizes President and CEO to execute a contract with the recommended Proposer
January 23, 2024	Notice to Proceed

**GoTriangle reserves the right to modify the procurement schedule set forth above as circumstances may warrant.**

---

### 3.3 Addenda

Any changes to this RFP document shall be made by written addenda issued by GoTriangle. Upon issuance, the addenda shall be considered part of the RFP document and will prevail over inconsistent or conflicting provisions contained in earlier versions of the RFP document. Addenda will be available for download from the GoTriangle website in the same manner as the RFP document. All Proposers that downloaded the RFP will be notified via e-mail that an addendum is available for download. This process shall be repeated each time an addendum is posted to the GoTriangle website.

A valid e-mail address shall be provided upon download of the RFP document in order for GoTriangle to notify the proposers of the availability of addenda. GoTriangle will not be responsible for Proposers failing to receive notification of the availability of addenda if an invalid e-mail address or no e-mail address was provided to GoTriangle.

Proposers shall acknowledge their receipt of all addenda in the Letter of Interest submitted with their Proposal submission. As with other required documentation, Proposals that fail to provide a detailed listing of addenda received may be excluded from further consideration for this solicitation.

### 3.4 Questions and Clarifications

It is the desire of GoTriangle to provide the same information to all interested parties to ensure fairness and impartiality in the procurement process. To that end, GoTriangle will not respond to telephone inquiries or personal visits. Visitation by respondents or their representatives may be made to GoTriangle only at the Pre-Proposals meeting, if held. All questions are to be submitted in writing. ***Submit written questions via e-mail to the GoTriangle Procurement Manager at the email address indicated in Section 2.2 above no later than the date and time indicated on the Schedule of Events above.*** Responses to questions will be posted on the GoTriangle website no later than the date and time indicated on the Schedule of Events above. Answers to questions or directives to Proposers regarding the RFP process by any GoTriangle employee other than Mr. Moore and verbal answers to questions are not binding on GoTriangle. All Proposers that downloaded the RFP will be notified via e-mail that an Addendum is available for download on the website.

A valid e-mail address shall be provided upon download of the RFP document in order for GoTriangle to notify Proposers of the availability of an Addendum. GoTriangle will not be responsible for Proposers failing to receive notification of the availability of an Addendum, if an invalid e-mail address or no e-mail address was provided to GoTriangle.

---

### 3.5 Selection Procedures

Proposals will first be reviewed for completeness and inclusion of the components specified in **Section 2.1** of this RFP document. The absence of any required information will result in exclusion from further analysis.

GoTriangle will make the award to the responsible Legal Counsel whose proposal is most advantageous to the GoTriangle and offers the “Best Value.” Accordingly, GoTriangle may not necessarily make an award to the Legal Counsel with the highest technical ranking nor award to the Legal Counsel with the lowest Price Proposal if doing so would not be in the overall best interest of GoTriangle.

GoTriangle may waive any irregularities in any Proposal that does not prejudice other Consultants. GoTriangle further reserves the right to negotiate with any source whatsoever. A Contract may be negotiated with the Legal Counsel whose proposal is considered by GoTriangle in its sole discretion to be most advantageous to GoTriangle.

Proposals shall be submitted to GoTriangle on the most favorable of terms possible from the standpoint of cost, quality, and technical capability. No Legal Counsel shall have any cause of action against GoTriangle arising out of the methods by which Proposals are assessed. The selection of the successful Consultant shall be at the sole discretion of GoTriangle.

Submission of a Proposal indicates acceptance by the Legal Counsel of the conditions contained in this RFP unless clearly and specifically noted in the Proposer’s submittal and confirmed in the Contract between GoTriangle and the selected Legal Counsel.

Legal Counsel should read and fully understand the circumstances and procedures under which a Contract will be awarded. A Legal Counsel’s signed response to this RFP on the Proposal Form signifies its acceptance of the obligations and rights specified herein.

**GoTriangle reserves the right to reject any and all Proposals.**

---

### 3.6 Evaluation Criteria

The criteria outlined below are listed in order of importance and will be used in evaluating the Proposals.

Available Point	Criterion
80	Understanding the Scope of Work and Objectives
50	Qualifications and Experience of Firm(s) and Personnel and their Commitment to the Services
30	Fee Schedule
30	Previous Experience of Similar Scope of Work
10	References from Previous Clients

**Consensus:** After each member of the evaluation committee completes his/her independent evaluations, a meeting will be convened by the Chairperson to review the evaluations. This meeting is intended to obtain a clear understanding and consensus on the strengths and weaknesses of each offeror. Committee members are expected to share their reasons for their comments and may make changes to their own scores based on the discussions in this meeting. At the conclusion of this meeting, the Chairperson will have a consensus on the strengths, weaknesses of each offeror, as well as relative ranks and a recommendation for the most qualified offerors. If the committee cannot reach a consensus, individual scores shall determine the final scores and ranking.

### 3.7 Submittal Review Process

The Review and Selection Committee (Committee) will be composed of representatives from GoTriangle. The Committee will make such reviews and investigations, as it considers necessary and appropriate, for evaluation of the Proposals. Following evaluation of the Proposals by the Committee, GoTriangle may invite Firms to make a presentation and participate in an interview. Proposers who may be selected shall follow the Presentation and Interview Guidelines detailed in section 2.8, Presentations and Interviews.

The Committee will be responsible for recommending an award of contract(s) to the President and CEO. Upon authorization by the GoTriangle Board of Trustees, the President and CEO or his/her designees will undertake contract negotiations for the services to be provided. Approval and award of the contract(s) will be made by the GoTriangle Board of Trustees.

Proposers are encouraged to submit comprehensive responses to this solicitation.

---

GoTriangle will not compensate or reimburse Proposers for any costs incurred as a result of this selection process and subsequent contract negotiations.

### **3.8 Presentations and interviews**

Proposers for this project may be invited to present to and be interviewed by the committee. In the event of inclement weather, GoTriangle may reschedule presentations and interviews. Proposers should follow the guidelines set forth below when preparing for their interviews.

1. The Proposers' presentation should last a maximum of one hour, and the committee will use additional time for the interview.
2. The Proposer shall provide an interview agenda and list of names of the participants to GoTriangle staff for distribution to the committee members. Unless specifically requested by GoTriangle no other information shall be included on the agenda.
3. The Proposer's presentation shall cover the following areas within the time limit:
  - a. Understanding of the Scope of Services and Objectives
    - i. Based on the Scope of Services and information presented in the RFP, the oral presentation shall include a thorough review of the Proposer's perception of the services to be provided.
  - b. Method of Approach to Services
    - i. Based on the Scope of Services and expanding upon the approach of the project provided in the RFP submission, the oral presentation shall be a factual dissertation of the Proposer's organization, the expertise and responsibilities of key individuals, staff assignments, the Proposer's support capabilities, and the methods developed by the Proposer to coordinate and control services to ensure deliver and coordination with others working on the project.
  - c. Previous Experience
    - i. A summary of at least three (3) recent projects that members of the Proposer's team have completed shall be presented. Examples shall demonstrate the Proposer's involvement in projects as similar as possible to the Scope of Work set forth in this RFP. For each project discussed, the

---

Proposer shall review its objectives, the firm's approach, the schedule, current status, etc.

- d. The Proposer shall provide an electronic copy of the presentation to GoTriangle at the conclusion of the interview.

At the conclusion of the interview process, the committee will convene to discuss its findings and prepare its recommendation for submission to the President and CEO.

## **2.9 Proprietary Information**

Any reservations on the use of data contained in the Proposals shall be clearly stated in writing. GoTriangle will attempt to comply with a Proposer's designation of proprietary/confidential information. However, GoTriangle may not be able to withhold a record (data, document, etc.) or deny access to a record requested by an individual (the public) when an obligation is imposed upon GoTriangle under the North Carolina Public Records Act (Act). GoTriangle's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Act. Records which the Proposer considers to be trade secrets and privileged or confidential must be identified by the Proposer as indicated above.

## **2.10 Pre-proposal meeting**

See *Schedule of Events* page above for date and time for any Pre-Proposal Meeting scheduled for this RFP. Any such meeting will be held via conference call unless otherwise stated. The purpose of this meeting is to discuss with prospective Legal Counsel the work to be performed and to answer questions about this RFP. The pre-proposal meeting is for information only; Legal Counsel attendance is not mandatory. However, interested Legal Counsel are strongly encouraged to attend.

# **4 IDENTIFYING AND REMEDYING CONFLICTS OF INTEREST**

## **3.1 Duty to Disclose Potential Conflicts of Interests**

a. If a Proposer believes that there are no conflicts of interest, the Proposer shall submit a statement in its Proposal on the form provided in the RFP (Submittal Form, Certification Regarding Conflict of Interest), certifying that to its best knowledge and belief no conflicts of interest exist. The Proposer must obtain the same information from potential subconsultants prior to award of a subcontract and submit the information to GoTriangle.

b. Failure to provide the relevant statements described above, or any additional information as may be required by GoTriangle to make its determinations, may result in disqualification of the Proposer for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Legal Counsel discovers a conflict of interest an immediate and full disclosure shall be made in writing to GoTriangle's General Counsel

## **3.2 Identifying and Remediating the Potential for Bias**

---

The potential for bias exists where the Proposer's objectivity may be impaired in the performance of the Scope of Services because of existing contracts.

### **3.3 Identifying and Remediating the Unfair Competitive Advantage**

All competitive advantages are not by themselves unfair and, if an advantage is determined to be unfair because of the circumstances, it may be possible to remedy it.

## **5 GENERAL REQUIREMENTS**

### **5.1 Contract Relationship**

GoTriangle will execute a Contract for Services to be performed with the selected Proposer(s). The selected Proposer's contractual responsibility must solely rest with one Contractor or legal entity, which shall not be a subsidiary or affiliate with limited resources. Proposer's proposal must clearly indicate the Contractor or entity responsible for Contract execution (**Attachment A**).

GoTriangle will not be a party to agreements between the selected Proposer and/or any subcontractors it may choose to employ during fulfillment of the Contract; however, the selected Proposer shall execute fair and reasonable agreements with its subcontractors (if any) and shall provide GoTriangle with copies of said agreements not later than five (5) business days prior to their execution. Prior to the execution of a contract between the selected Proposer and GoTriangle, the selected Proposer shall provide GoTriangle with a schedule indicating the manner in which subcontractors are anticipated to participate in the execution of Services.

### **5.2 Disadvantaged Business Enterprise (DBE) Participation**

Pursuant to 49 C.F.R. Part 26, GoTriangle has established a Disadvantaged Business Enterprise (DBE) Program that states "GoTriangle shall not discriminate in any manner on the basis of race, color, sex or national origin, and shall take all reasonable steps to ensure that certified Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of contracts."

In conformity with North Carolina State law, it is the policy of GoTriangle to encourage and promote the use of minority contractors, physically handicapped contractors, and women contractors in the purchasing of goods and the provision of services. Proposers are encouraged to utilize minority, handicapped and women-owned businesses to the extent possible when assembling its team.

---

Jamila A. Ormond, GoTriangle Director of Equal Opportunity, Diversity and Inclusion/Disadvantaged Business Enterprises may be reached 919-485-7518 or jormond@gotriangle.org with questions about GoTriangle's DBE Program.

### **5.3 Modification and Withdrawal of Proposals**

Proposers may, without prejudice, modify or withdraw their Proposals by written request provided that such request is received by GoTriangle not later than 24 hours prior to the time and date that proposals are due.

It is expected that all of the principals, partners, and professional staff assigned in the Proposals to the proposed services with GoTriangle will perform the work described on behalf of GoTriangle. Changes to the principals, partners, or professional staff assigned to work on behalf of GoTriangle following contract award must be submitted to GoTriangle in writing for prior approval.

GoTriangle may request additional information or clarification from any or all Proposers. GoTriangle reserves the right to include as contractual obligations any additional requirements that arise or result from contract negotiations between GoTriangle and the successful Proposer.

### **5.4 Proposal Rejection / Reserved Rights**

GoTriangle reserves the right to reject any or all Proposals received and to re-solicit or to cancel the procurement if deemed to be in the best interest of GoTriangle. GoTriangle shall not be obligated to indicate its reasons for rejecting all proposals, for re-soliciting, or for canceling the procurement.

GoTriangle reserves the right to split the work among multiple firms.

GoTriangle makes no representation that any contract will be awarded to a Proposer responding to the RFP. Issuance of the RFP and receipt of proposals does not commit GoTriangle to award a contract.

GoTriangle reserves the right to waive any minor proposal informalities or irregularities that do not materially prejudice other Proposers.

GoTriangle also reserves the right to enter into a contract with any Proposer based solely upon its initial proposal.

Execution of a contract pursuant to this procurement is expressly dependent upon appropriation of necessary funding by the GoTriangle Board of Trustees.

---

## **5.5 News Releases**

Proposers shall not make news releases pertaining to this RFP, or the project to which it relates, without prior GoTriangle and Project Team approval

## **6 PROTEST PROCEDURES**

### **6.1 Protests Received Prior to Receipt of Proposals**

Protests concerning the procedures of this solicitation must be submitted in writing to the GoTriangle President and CEO not later than five (5) working days prior to the date set for the receipt of Proposals. Upon receipt of a protest, the President and CEO may, at his/her discretion, extend or postpone the deadline for receipt of Proposals. The President and CEO will answer the protest in writing not later than three (3) working days prior to the deadline date for receipt of Proposals.

### **6.2 Selection Protests**

The Review and Selection Committee recommendation will be based on the highest ranked Proposer. GoTriangle will announce the highest ranked Proposer and following the announcement, a Proposer may file a protest. A protest of the recommendation must be in writing and must be received by the GoTriangle President and CEO not later than five (5) working days after the announcement. GoTriangle will consider all protests regarding the recommended Proposer prior to executing the contract.

### **6.3 Filing Procedures**

Any and all protests filed with the GoTriangle President and CEO shall:

1. Include the name and address of the protester;
2. Identify the procurement;
3. Contain a statement of the legal and factual grounds for the protest and any supporting documentation. The grounds for the protest must be fully supported; and
4. Indicate the ruling or relief desired from GoTriangle.

Protests shall be filed with the GoTriangle President and CEO, via personal delivery or courier to 4600 Emperor Boulevard, Suite 100, Durham, NC 27703; or by mail to P.O. Box 13787, Research Triangle Park, NC 27709. The President and CEO will respond in detail to each

---

substantive issue raised in the protest. With regard to a properly filed protest, GoTriangle's determination will be final. Violations of federal law or regulations will be handled by the

complaint process stated within that law or regulation. Violations of state law, or state or local regulations will be under the jurisdiction of the appropriate state or local authorities.

#### **6.4 Protests Referred to the FTA**

The FTA will only entertain a protest that alleges GoTriangle failed to follow the above protest procedures. Any such protest must be filed in accordance with FTA Circular 4220.1F.

### **7 COSTS AND DAMAGES**

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. GoTriangle will not be liable for damages to the Proposer filing the protest or to any participant in the protest, on any basis, expressed or implied.

# Attachment-A

---

## SUBMITTAL FORM PROPOSER INFORMATION AND SIGNATURE

Firm's Legal Name/Address: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

\_\_\_\_\_ Date Firm Established: \_\_\_\_\_

\_\_\_\_\_ Principal to Contact/Title: \_\_\_\_\_

\_\_\_\_\_ Business Telephone: \_\_\_\_\_

\_\_\_\_\_ Business Email: \_\_\_\_\_

Is this address the:  Main Office  Regional Office  Branch Office  Other \_\_\_\_\_

**Former Firm Name(s), if any.**      **Year Established**      **Name/Address/Telephone of Parent Company, if any**



**Corporate Structure:**

Sole Proprietorship       Corporation       Joint Venture  
 Parent Company       Partnership       Other (specify): \_\_\_\_\_

**Other offices of the firm:**

**City/State**      **Telephone No.**      **No. of personnel**      **Identify home office with \***

---

---

1. State of Incorporation: \_\_\_\_\_
2. State of North Carolina Registration #: \_\_\_\_\_
3. Federal Tax Identification #: \_\_\_\_\_
4. Acknowledge Addendum(a) by specifying Addendum(a) in spaces provided: \_\_\_\_\_

---

***Certification***

The undersigned prime proposer certifies that, to the best of his/her knowledge, the information presented in this Request for Proposals is a statement of facts and that the firm has the financial capability to perform the work being applied for. The undersigned prime proposer further certifies that it knows of no personal and/or organizational conflict of interest prohibited under federal, state, and local law.

I certify (or declare) under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct.

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

(City and State)

**END OF FORM**

# Attachment B E-Verify

## GOTRIANGLE

### E-Verify for Public Contracts: HB 786 (S.L. 2013-418)

The legislation referenced prohibits governmental units from awarding to or entering into contracts unless the contractor and the contractor's subcontractors comply with the E-Verify requirements of Article 2 of Chapter 64 of the NC General Statutes.

Contractor, hereafter Employer, understands that E-Verify is a federal 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. Employer is defined as: Any person, business entity, or other organization that transacts business in

this State and that employs 25 or more employees in this State. This term does not include State agencies, counties, municipalities, or other governmental bodies.

Employer understands that Employers, as Defined Herein, Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with Triangle Transit.

### Below check the type of employer and complete the information.

A) **Employer with less than 25 employees**, not required to use E-Verify: \_\_\_\_\_

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

Name and title of Authorized Signer(s): \_\_\_\_\_

Date: \_\_\_\_\_

### OR:

B) **Employer with 25 or more employees** required by NC S.L.213-418 to use E-Verify:  
**Yes, we comply:**

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

Name and title of Authorized Signer(s): \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment C**



**CERTIFICATION REGARDING CONFLICT OF INTEREST**

The Submitter is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

---

The Submitter hereby certifies that to the best of its knowledge and belief, and in accordance with GoTriangle’s “Procedures and Guidelines for Preventing Organizational Conflicts of Interest and RFP Section 2 performance of the services described in the Scope of Work will not create any conflicts of interest for the Submitter, any affiliates, any proposed subconsultants, and key personnel of any of these organizations.

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBMITTER/COMPANY NAME: \_\_\_\_\_

**OR**

---

The Submitter hereby discloses the following circumstances that could give rise to a conflict of interest for the Submitter, any affiliates, any proposed subconsultants, and key personnel of any of these organizations. (Attach additional sheets as needed.)

Name of the Individual/Company to which potential conflict of interest might apply:

\_\_\_\_\_

Nature of potential conflict of interest:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Attachment C

Proposed Remedy:

---

---

---

---

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBMITTER/COMPANY NAME: \_\_\_\_\_

## Attachment D

### Pricing Schedule

Firms interested in providing services shall provide the firm's price structure: its billing rate per partner, associate, paralegal, etc. The firm should also provide a "blended" rate if applicable. Interested firms are asked to identify the areas they are bidding on to efficiently handle matters in some or all of the following categories:

1. Construction law including Design-Build, Design-Build-Bridge, and Public Private Partnership Contracts
2. Local government finance, bonds, and taxation
3. Real estate development, including eminent domain
4. State and federal constitutional issues
5. Land use and zoning
6. Environmental Law
7. Employment Law, including employee benefits
8. Intellectual Property Law
9. Railroad Law, including matters before the Surface Transportation Board
10. Tort liability

**Note: Firms shall provide pricing in a separate envelope marked "Attachment D – Pricing Schedule".**

## Attachment E

### PROPOSER STATEMENT OF NON-COLLUSION

**BY SUBMISSION OF THIS PROPOSAL, PROPOSER AND EACH PERSON SIGNING ON BEHALF OF PROPOSER CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:**

- (1) The prices of this proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other Proposer or competitor, for the purposes of restricting competition or as to any matter relating to price.
- (2) Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by Proposer and will not be disclosed by Proposer directly or indirectly to any other Proposer or competitor before proposals are opened.
- (3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a bid on any portion of the Project work.

**IF, FOR ANY REASON, PROPOSER CANNOT CERTIFY AS SET FORTH ABOVE, PROPOSER SHALL SO STATE AND SET FORTH THE REASONS IN DETAIL BELOW:**

Subscribed to under penalty of perjury under the laws of the State of North Carolina, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as the act and deed of said corporation or partnership.

---

Name (print):

Title:

Company:

**Attachment- F**

IFB Number (if applicable): \_\_\_\_\_

Name of Vendor or Bidder: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

\_\_\_\_\_

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

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

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.

## Attachment - G

### Companies Boycotting Israel Divestment Act Certification Form

RFP/RFQ Number (if applicable): \_\_\_\_\_

Name of Contracting Party or Bidder: \_\_\_\_\_  
\_\_\_\_\_

#### **COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. §147-86.81et seq. \***

Pursuant to N.C.G.S. §147-86.81, any person identified as engaging in a boycott of Israel, as defined by this Act. In addition, State agencies must divest from investments in such restricted companies, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.81.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.

---

Signature

Date

---

Printed Name

Title

N.C.G.S. §147-86.81 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.81(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Divestment-Acts-Resources.aspx> and will be updated every 180 days.

\* Note: Enacted by Session Law 2017-193 as N.C.G.S. §147-86.81et seq.

## Attachment H

### EQUAL EMPLOYMENT OPPORTUNITY - STAFFING PLAN (Instructions on Page 2)

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

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Project No: \_\_\_\_\_

Report includes:

Work force to be utilized on this contract OR

Applicant's total work force

**Enter the total number of employees in each classification in each of the EEO-Job Categories identified.**

EEO - Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category																	
		Hispanic or Latino		Not-Hispanic or Latino										Female					
				Male															
		Male	Female	White	African-American or Black	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran	White	African-American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran
Executive/Senior Level Officials and Managers																			
First/Mid-Level Officials and Managers																			
Professionals																			
Technicians																			
Sales Workers																			
Administrative Support Workers																			
Craft Workers																			
Operatives																			
Laborers and Helpers																			
Service Workers																			
<b>TOTAL</b>																			

PREPARED BY (Signature): \_\_\_\_\_

DATE: \_\_\_\_\_

NAME AND TITLE OF PREPARER: \_\_\_\_\_

TELEPHONE/EMAIL: \_\_\_\_\_

(Print or type)

## STAFFING PLAN INSTRUCTIONS

General Instructions: All Bidders/Applicants in the proposal/application must complete an EEO Staffing Plan and submit it as part of the package. Where the work force to be utilized in the performance of the contract/project can be separated out, the Bidder/Applicant shall complete this form only for the anticipated work force to be utilized on the contract/project. Where the work force to be utilized in the performance of the contract/project cannot be separated out, the Bidder/Applicant shall complete this form for Bidder/Applicant's total work force.

### Instructions for Completing:

1. Enter the Project number that this report applies to, along with the name, address, and federal ID number of the Bidder.
2. Check the appropriate box to indicate if the work force being reported is just for the contract/project or the Bidder/Applicant's total work force.
3. Check off the appropriate box to indicate if the Bidder completing the report is the contractor or subcontractor.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and race/ethnic background and enter under the heading Race/Ethnicity. Contact the EEO/DBE Director, [sgoodwin@gotriangle.org](mailto:sgoodwin@gotriangle.org), if you have any questions.
6. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in designated areas.

### RACE/ETHNIC IDENTIFICATION

For purposes of this form GoTriangle will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NC statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.
- **Disabled** - Any person who has a physical or mental impairment that substantially limits one or more major life activity; has a record of such an impairment; or is regarded as having such an impairment
- **Vietnam Era Veteran** - a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

# Attachment I

## FEDERAL REQUIREMENTS

The following provisions are required either (i) by a grant agreement or cooperative assistance agreement between the U.S. Department of Transportation (hereinafter called the "USDOT") and the Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle (hereinafter called "GoTriangle") or (ii) by a grant agreement or cooperative assistance agreement between the North Carolina Department of Transportation (hereinafter called the "NCDOT") and GoTriangle or (iii) by GoTriangle itself. As to such provisions, if there is variance between the language set forth herein and any such actual grant or cooperative assistance agreement, the provisions of the grant or cooperative assistance agreement shall govern.

To the extent applicable, the federal requirements contained in the Federal Transit Administration (hereinafter called the "FTA") Master Agreement dated October 1, 2016, as amended (hereinafter called the "Master Agreement"), including any certifications and contractual provisions required by any federal statutes or regulations referenced therein to be included in the Contract, will be deemed incorporated into the Contract by reference and shall be incorporated in any subagreement or subcontract executed by the City of Raleigh, NC ("Contractor") pursuant to its obligations under the Contract. Contractor and its subcontractors, if any, will represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable federal, state and local laws, regulations and rules and local policies and procedures, as amended from time to time, relating to the equipment, apparatus, supplies or the services provided under the Contract, which may in any manner affect the performance of the Contract, including, without limitation, the following:

### **Fly America Requirements**

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### **Charter Bus Requirements**

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

### **School Bus Requirements**

Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus

operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

### **Energy Conservation**

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

### **Clean Water**

Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

### **Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **Access to Records and Reports**

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

### **Federal Changes**

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

### **Clean Air**

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

### **Recycled Products**

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or

more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **Contract Work Hours & Safety Standards Act**

Applicability – Contracts over \$150,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

### **No Government Obligation to Third Parties**

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **Program Fraud and False or Fraudulent Statements or Related Acts**

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **Termination**

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

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

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written

notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or

not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

### **Government Wide Debarment and Suspension (Non Procurement)**

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov>,.proxy1.semalt.design if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its

Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

### **Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **Civil Rights Requirements**

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

(1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws,

regulations, and guidance, and

2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b)

U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer”.

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C.

§ 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows:

1) Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49

C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,

(b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,”

(c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,

(d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and

(e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations,

“Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,

(f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,

(g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations,

“Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

## **Breaches and Dispute Resolution**

All contracts over \$150,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **Transit Employee Protective Provisions**

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c)

It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for

the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and

(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project,

(2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU,

U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that:

(a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),

(b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,

(c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions

U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and

(3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

## **Disadvantaged Business Enterprise**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the

contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

### **Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

### **Drug and Alcohol Abuse and Testing**

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

### **Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

### **Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

### **Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

### **Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall

also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

### **Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

### **Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

### **Other Contract Requirements**

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

## **Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract.

Contractor's failure to so comply shall constitute a material breach of this contract.

## **Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

## **Environmental Justice**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:

- (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and
- (2) (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and
- (3) (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

## **Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

## **Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

## **Geographic Preference**

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201 ).

## **Organizational Conflicts of Interest**

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other.

An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or

(c) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

## **Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only**

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less

than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

## **Veterans Preference**

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## **Safe Operation of Motor Vehicles**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## **Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

## **CFDA number for the Federal Transportation Administration**

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**ATTACHMENT- J**

**RESPONSE CHECKLIST**

## Table of Contents

1.0 Vendor Response Checklist .....	2
2.0 Vendor Attachments.....	3

## 1.0 Proposer Response Checklist

**ALL FORMS AND REQUIRED INFORMATION BELOW MUST BE COMPLETED AND INCLUDED WHEN YOU SUBMIT YOUR PROPOSAL PACKAGE:**

**Table 1 Vendor Response Checklist**

Item #	Proposal Response Item	Completed and Provided as Instructed	
		YES <input type="checkbox"/>	NO <input type="checkbox"/>
1	A. Cover Sheet	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2	B. Table of Contents	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3	C. Concise Letter of Interest	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4	D. Statement of Judgments	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5	E. Understanding of Scope of Work	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6	F. Qualifications and Experience	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7	G. Previous Experience of Similar Scope of Work	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8	H. References from Previous Clients	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9	I. Attachments	YES <input type="checkbox"/>	NO <input type="checkbox"/>

## 2.0 Proposer Attachments

The Proposer must complete the following table identifying all the other documents that are being attached as part of the IFB response.

**Table 2 Vendor Attachment Checklist**

Item #	Attachment Name	Attachment Provided?	
		YES <input type="checkbox"/>	NO <input type="checkbox"/>
1	A. Proposal Submittal Form (Attachment A)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2	B. E-Verify Form (Attachment B)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3	C. Certificate Regarding Conflict of Interest (Attachment C)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4	D. Pricing Schedule (Attachment D)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5	E. Non-Collusion Form (Attachment E)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6	F. Iran Divestment Act Form (Attachment F)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7	G. Companies Boycotting Israel Divestment Act Form (Attachment G)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8	H. EEO Forms (Attachment H)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9	I. Federal Requirements (Attachment I)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10	J. Check List (Attachment J)	YES <input type="checkbox"/>	NO <input type="checkbox"/>