



**IFB NO. 24 - 008**

**INVITATION FOR BID**

**FOR**

**LANDSCAPE SERVICES**

**(Re-Bid)**

**May 10, 2024**

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**INVITATION FOR BID**  
**FOR**  
**LANDSCAPE SERVICES**

**SECTION 1. INTRODUCTION**

**1.1 STATEMENT OF INTENT**

Research Triangle Regional Transportation Authority D/B/A GoTriangle ("GoTriangle") invites qualified and experienced firms with recent and relevant experience to submit Bids for consideration to contract with GoTriangle to provide Landscape Services as set forth in this solicitation. Firms may express interest and request consideration by submitting bid material to GoTriangle as set forth in this Invitation for Bid. Go Triangle intends to enter a contract with a 2 Year base with Three One Year Options. The contract shall not exceed 5 years.

To obtain a copy of the Invitation for Bid (IFB) document, Contractors shall download the document from the GoTriangle's website at <https://gotriangle.org>.

Bids will be received **until 10:00 a.m. May 30, 2024 (EDST)** on at GoTriangle's Administrative Office located at 4600 Emperor Blvd., Suite 100, Durham, North Carolina, 27703. Questions regarding the Bids shall be directed to William Bryant, Interim Procurement Manager at [wbryant@gotriangle.org](mailto:wbryant@gotriangle.org). **by 4:00 PM on May 17, 2024. Responses will be posted on May 21, 2024.** GoTriangle reserves the right to reject any or all Bids.

Note: Due to COVID-19 restraints, bids will be opened virtually at **11:00 a.m.**

**1.2 BACKGROUND**

Bidder hereby proposes to furnish all materials, tools, machinery, equipment, apparatus, labor, and all means necessary to perform all tasks detailed in the Scope of Work.

**1.3 PRE-PROPOSAL SITE VISIT**

A Non-mandatory Pre-Bid Site Visit will be held on **May 16, 2024 at 4600 Emperor Blvd, Durham, NC 27703 at 9:00 am.** The meeting information is listed below. The purpose of this meeting is to offer an opportunity for prospective bidders to familiarize themselves with the site and ask questions pertaining to the project and Contract Documents.

**1.4 PREVAILING WAGE RATES**

**This project is funded by grants received from the Federal Transit Administration and subject to compliance with the "Davis-Bacon Act" (Federal prevailing wage rates) and other related Acts.** Contractors shall be responsible for compliance with the Federal Wage Determinations. The current Federal prevailing wage rates for Wake County can be found in Attachment K. These published rates will be for the duration of the contract. Contractor shall submit a certified payroll when project is completed. Payment for project will not be remitted without the certified payroll submission.

### 1.5 **DISADVANTAGED BUSINESS ENTERPRISES**

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 Ormond, GoTriangle Director of Equal Opportunity Employment/Disadvantaged Business Enterprises may be reached at 919-485-7518 or [jormond@GoTriangle.org](mailto:jormond@GoTriangle.org) with questions about GoTriangle’s DBE Program.

### 1.6 **PERMITS**

The Contractor is responsible to obtain, at their expense, any permits, certifications and/or licenses to complete the construction project. Copies of all inspections and permits shall be given to GoTriangle for record keeping. All work must comply with all safety, electrical, and building codes of the State of North Carolina and local ordinances.

### 1.7 **USE OF BRAND OR TRADE NAMES**

The use of brand names, trade names, types, styles, model numbers and serial numbers are intended to be descriptive only and not intended to restrict competition. Specific brand names will be used as a comparative measure of the safety, quality and performance against all Bid submissions. However, other brand names, types, styles, model numbers have to be “equal” and meet the minimum requirements of the OEM.

### 1.8 **GOTRIANGLE PROJECT CONTACTS**

1. **Pre-Award Contact:** Prior to contract award all questions, comments, correspondence and Bid packages shall be transmitted to the attention of the following individual, serving as the Owner’s Representative during Pre-Award:

**William Bryant, Procurement Administrator**

Office: 919-485-7429

[wbryant@gotriangle.org](mailto:wbryant@gotriangle.org)

2. **Post-Award Contact:** After the contract is awarded, the contractor and subcontractors shall transmit all project related questions, correspondence and other communications to the attention of the following individual, serving as the Owner’s Representative during Post-Award:

**Oshun Williams, GoTriangle**

Office: 919-485-7479

[owilliams@gotriangle.org](mailto:owilliams@gotriangle.org)

## **SCOPE OF WORK**

The Contractor shall perform gardening services, including furnishing all labor, material, equipment and services for the attached Map GO-Triangle Properties.

- 1. 4600 Emperor Blvd Durham, NC Plaza Building**
- 2. 1900 Salter Road Durham, NC R.T.C. Building**
- 3. 5210 Nelson Road Morrisville, NC B.O.M.F.**

The Contractor shall furnish all labor, materials, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the said Landscaping and Grounds Maintenance Services for Campuses. Work to be performed comprises general groundskeeping, horticultural maintenance, irrigation, and cleanup of landscape areas as designated in each service area and the list of locations and, when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered include but are not limited to the following: a) Maintenance of turf and groundcover areas, mowing and edging b) Removal of litter and debris from turf, planter beds, fence lines, and street curbs c) Pruning of trees and shrubs d) Application of chemical agents for control of weeds, plant disease, and insects that are harmful to plant growth and pedestrians, e) Monthly inspection and maintenance of irrigation systems by a licensed irrigator (provide evidence of such licensure) f) Replacement of plant material g) Other work as defined in the attached schedule.

The price listed below shall include all labor, materials, insurance, overhead, and profit. G.O. Triangle will pay the Contractor a fixed monthly cost for standard services that have been satisfactorily performed.

After the contract award and submission of acceptable insurance certificates, the Facilities Department shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from the date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

The performance period of this contract is from the start date in the Notice to Proceed and continues for four months with an option to renew for three additional years. The initial period of performance includes any transition period authorized under the contract.

## **PERFORMANCE WORK STATEMENT**

The purpose of this contract is to obtain gardening services for real property owned or managed by the G.O. Triangle. The Contractor shall perform gardening services in all designated spaces.

The contract contains specific ordering provisions by which the facilities department may require additional service for special events. The Contractor shall furnish managerial, administrative, and direct labor personnel to accomplish all work required by this contract.

### **1.2. GENERAL REQUIREMENTS**

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the common areas are an essential part of the representative responsibilities of GO Triangle. The Contractor's work shall be measured by the appearance of the landscape covered by this contract. The Contractor shall perform complete gardening and landscape maintenance services as described in this contract for all properties listed in 1.13.

The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the GO Triangle Facility Department schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

### **1.3. MANAGEMENT AND SUPERVISION**

**1.3.1. SUPERVISION.** The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with GO Triangle personnel. The supervisor shall have sufficient English language skills to be able to communicate with members of the facility department's staff.

**1.3.2. SCHEDULES.** The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel, household staff, or occupants of the residence. Standard Services shall be delivered between 8:00 AM and 5 PM Monday through Friday.

For those items other than routine daily services, the Contractor shall provide the Facility Dept. with a detailed plan as to the personnel to be used and the time frame to perform the service

**1.3.3. QUALITY CONTROL.** The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site regularly. The Contractor shall coordinate these visits with the Facility Staff. These visits shall be surprise inspections for those working on the contract. The objective of the contract is to maintain a neat and attractive appearance throughout the year.

**1.3.4 TECHNICAL GUIDANCE.** The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's workforce and to develop and guide the Contractor's programs for lawn and tree care.

**1.3.5. GROUNDS MAINTENANCE PLAN.** The Contractor shall submit an annual Grounds Maintenance Plan that reflects the proposed frequency for meeting the requirements of this contract. The Grounds Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The Contractor shall submit the Grounds Maintenance plan will be sent to the G.O. Triangle facility department for approval within 30 days after the contract is awarded. Every three months at a minimum, staffing, progress, and scheduling will be reviewed. The Contractor must record hours worked, progress, and proposed fertilization schedules.

**1.3.6. Bi- Weekly Service Visit.** The Contractor must visit each site at a minimum of twice weekly to provide a site inspection and service.

#### **1.4 EXTERIOR GROUNDS AND LAWN CARE**

**1.4.1. GRASS CUTTING.** The Contractor shall maintain the height of grass between 4 and 6 centimeters. Weather conditions should be suitable for grass cutting. If this is not the case, The Contractor shall schedule the work as soon as conditions are right. The Contractor is responsible for all equipment and fuels needed to complete this task. All mowing shall be to a uniform height.

All clippings shall be mulched with the mulching systems on mowers. Any unsightly clumping shall be removed.

Grass and weeds growing between the paved red brick gaps should be killed or removed regularly so they do not rise over one centimeter above the brick surface.

**1.4.2 EDGING.** The Contractor shall edge all sidewalks, gravel paths, driveways, and curbs

each time the adjacent grass is cut. Edging shall be done with a power edger.

**1.4.3. TRIMMING.** The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures so that grass height does not exceed the height of the adjacent grass.

This will include trimming of plants in the parking lot so that the plants do not reach out towards the cars and occupants when they get in or out of their vehicles.

Trimming shall also be performed on plants near the edges of planters if the plants overreach or get too big.

**1.4.4. WEEDING.** The Contractor shall weed the grounds and gardens continuously to prevent the growth of weeds into lawns and landscapes. The growth of weeds and grass in the cracks and joints within or along sidewalks must be prevented or removed.

Weeding shall include all walkways, such as gravel paths, and removing weeds and grass in all areas paved with red brick, with particular attention that weeds and grass are released in the front entrance area. Weeding in areas paved with red brick should be done routinely and with enough frequency to keep the grass and weeds from coming out of the cracks.

Weeding and cleanup shall also include the removal of leaves, twigs, moss, other natural debris, and garbage that is found on the gravel walkways, water canals, and around the small lake in the Embassy compound.

**1.4.5. Exterior grounds cleaning:**

Cleaning and leaf blowing in the front entrance area of Properties Leaves, dirt, debris, etc. Shall be removed during each scheduled visit.

**1.4.6. TURE REPAIR AND RE-ESTABLISHMENT.** The Contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and regular foot traffic. The damaged area shall be filled in and leveled and then seeded or sodded and maintained to conform to adjacent areas. This will include the planting of new plants when bulbs or seeds are provided by the embassy, such as tulips, etc.

**1.4.7. Annual Maintenance:** The Contractor shall annually test the soil at each property to establish overall soil health. Results of this chemical analysis shall be provided along with a recommended treatment and maintenance protocol. The Contractor shall remove



excess moss growth, furnish and apply soil amendments, and provide appropriate materials for annual over-seeding all in quantities necessary to restore and maintain vigorous, healthy lawn conditions.

**1.4.8.** The method, frequencies, and dates of grass cutting, hedging, trimming, weeding, watering, and turf repair shall be part of the Contractor's Grounds Maintenance Plan.

**1.4.9.** The Contractor will once yearly apply soil to garden areas as needed. This is intended to protect plant roots that may be exposed due to soil erosion.

## **1.5. PRUNING**

**1.5.1** The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.

**1.5.2.** The Contractor shall prepare a written schedule as part of the Grounds Maintenance Plan, showing the method, frequencies, and dates of pruning.

**1.5.3.** The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to:

- direct and encourage plant growth in directions desired,
- remove dead and unsightly growth, and maintain a neat and attractive appearance.

The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season according to best horticultural practice. The Contractor shall prune all hedges and shaped shrubs to maintain an appropriate shape at all times.

**1.5.4.** At no additional cost to the GO-Triangle, the Contractor shall replace any tree, bush, or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices attributable to the Contractor.

**1.5.5. Trimming of Trees and Removal of Dead Branches.** The Contractor shall trim trees once yearly to remove all or failing branches. All trimmed materials must be removed from the site.

**1.6. Leaf Removal:** The Contractor shall, bi-weekly, remove leaves, pine needles, and stray garbage or trash from the properties. Bi-weekly basis or more frequently during the Autumn and Winter seasons.

**1.7. Recycled Materials.** The Contractor shall promote recycled uses for lawn and tree debris in meeting other gardening needs, such as mulch and compost.

**1.8. REMOVAL OF DEBRIS.** The Contractor shall remove debris such as foreign material,

cuttings, grass, leaves, bark, limbs, dead vegetation, paper, dirt, sand, and trash from the maintained areas, including walkways, stairways, and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday.

### **1.9. WATERING**

**1.9.1.** The Contractor shall water lawns, flowers, shrubs, and trees if natural precipitation is insufficient to preserve healthy plant life. Regular watering of all plants is required during a dry spell, and the weather is not conducive to their proper growth.

The Contractor may request GO Triangle permission to suspend watering to avoid too much water in the soil.

**1.9.2.** The Contractor shall present the method, frequencies, and watering dates in a written schedule in the Grounds Maintenance Plan. The schedule shall consider the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.

**1.9.3.** The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.

**1.9.4.** The Government shall furnish the supply of water at established points.

### **1.10. FERTILIZER**

**1.10.1.** The Contractor is responsible for maintaining healthy vegetation throughout the year. The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following appropriate horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year. If fertilizer is required, the Contractor needs to provide complete product information and material data sheets (MSDS) for approval.

**1.10.2.** The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan.

**1.10.3.** The Contractor shall fertilize the lawn areas at least twice per year.

**1.11 PEST AND DISEASE CONTROL.** The Contractor shall maintain lawn, flowers, shrubs, vines, trees, and other planted areas in a healthy and vigorous condition. Pests and diseases need to be prevented and treated if present. Chemical and pesticide applications are to be used only as a last resort after natural applications have failed. Under no circumstances shall the Contractor apply pesticides without providing complete product information and material safety

data sheets (MSDS) for approval.

**1.11.1** The Contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.

**1.12. HAZARDOUS AND TOXIC SUBSTANCES** It is the Contractor's responsibility to ensure the safe handling, application, removal, and environmentally sound disposal of all dangerous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement.

**1.13.** Temporary Additional Services are defined as Standard Services but are required at times other than the regular workday.

GO Triangle may require the Contractor to provide temporary additional services with 24-hour advance notice.

**1.13.1** The Contractor shall include in its following regular invoice details the temporary additional services and any materials provided and requested under quick other services. The Contractor shall also have a copy of GO Triangle's written confirmation for the temporary additional services.

**1.13.2.** Seasonal planting is to be submitted with the gardening plan to be approved by the COR/CO. These plantings are limited under this contract by euro value per property and as specified in 1.13.

**1.4.0. PLANTER AREA & MULCH BED WEED CONTROL**: A pre-emergent herbicide shall be applied to all

planter areas to prevent weed growth. Any weeds that occur thereafter shall be pulled by hand or sprayed with a post-emergent herbicide with each visit.

**1.5.0 AERATION/THATCHING**: To be done in late August or September.

**ANNUAL COLOR**: Prep all areas where annual flowers will be placed. Plant all flowers 6-8" apart.

Annual flowers will be installed in areas indicated on the plans.

**END OF SPECIFICATIONS**

## **SECTION 3. BID REQUIREMENTS**

### **3.1 INFORMATION REQUIRED FROM THE CONTRACTOR**

#### **Contractor's submission must include all of the following:**

- 3.1.1** Signed and completed Bid Form (Attachment A)
- 3.1.2** Signed and completed Price Sheet (Attachment B) in **sealed envelope**
- 3.1.3** A 5% bid bond or certified check must accompany your Bid if Bid price is over \$100,000.00.
- 3.1.4** Project Personnel: Identify key Construction Project Manager.
- 3.1.5** Key Point of Contact: List main point of contact and/or Project Manager.
- 3.1.6** Schedule and Work Plan: Develop a Project Management schedule that shall include all of the construction work activities. Indicate the time-frame for accomplishing the work.
- 3.1.7** Subcontractors: Provide a listing of the subcontractors' names, address and role in this contract.
- 3.1.8** Copy of State of North Carolina General Contractor's License
- 3.1.9** Proof of insurance as required and listed in (Attachment C)
- 3.1.10** E-Verify (Attachment D)
- 3.1.11** Contractor's Statement of Sales/Use Tax (Attachment E)
- 3.1.12** Iran Divestment Certificate (Attachment F)
- 3.1.13** Companies Boycotting Israel Divestment Act Certificate Form (Attachment G)
- 3.1.14** Certificate Regarding Conflict of Interest (Attachment H)
- 3.1.15** Non-Collusion (Attachment I)
- 3.1.16** Davis-Bacon Wage Determination Forms (Attachment J)
- 3.1.17** Responsive Checklist (Attachment K)
- 3.1.18** *Contractor shall provide within 5 calendar days from notice of award the following bonds if Bid price is over \$100,000.00:*
  - Time and Material Payment Bond – 100% of the contract price
  - Performance Bond – 100% of contract price

### **3.2 GENERAL BID REQUIREMENTS**

For a Bid to be considered, all documents required by this IFB must be submitted in the specified format. The Bid submission should follow the format and order set forth in Section 3.1 above. Submit one (1) original and three (3) additional copies of the Bid, and one USB Flash Drive. All Bids become the property of GoTriangle. GoTriangle will not photocopy your Bid documents for the purpose of complying with this provision requiring duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your Bid. GoTriangle will receive Bids only by personal delivery, courier/delivery service, or regular mail. Bids submitted by facsimile or email will not be accepted.

**Bids will be received until 10:00 am and opened at 11:00 am by way of Microsoft Teams:**

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 255 387 959 650  
Passcode: 4GUYXo

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 252-210-4099,,219110421#](#) United States, Rocky Mount

Phone Conference ID: 219 110 421#

The Bid must be submitted to Mr. William Bryant, Procurement Administrator by the time and date indicated above, marked **“IFB 24-008 (Re-Bid) Go Triangle LANDSCAPE SERVICES”**.

**Please acknowledge receipt of any addendum received on bid form.**

Please note the different remit to addresses below, if Contractor chooses to send the Bid by personal delivery, courier/delivery service, or by US mail:

	<b>Delivered By Personal Delivery or Courier/Delivery Service</b>
	Go Triangle 4600 Emperor Blvd, Suite 100 Durham, NC 27703

**NO BIDS RECEIVED AFTER THE DATE AND HOUR SET FORTH BELOW WILL BE ACCEPTED OR CONSIDERED. BIDS SENT BY U.S. MAIL THAT ARE NOT RECEIVED IN HAND BY GOTRIANGLE BY THE DEADLINE SET FORTH BELOW WILL NOT BE CONSIDERED. NOTE: NO ELECETRONIC BIDS WILL BE ACCEPTED.**

There will be a ***public bid opening (via Microsoft Teams at 11:00 a.m.*** IFBs are being solicited under the GoTriangle purchasing policy for “Informal Bids”. “Informal Bids” are kept confidential until a Contract has been awarded. There is no expressed or implied obligation for GoTriangle to reimburse Contractors for any expenses incurred in preparing Bids in response to this IFB

The awarding of the Contract, if awarded, will be made by GoTriangle as soon thereafter as practicable. Contractors not chosen will be notified in electronic correspondence. The Bid Form should be signed by a responsible representative of the company submitting the Bid. Bid Forms that are not signed will not be considered.

### **3.3 CHANGES TO IFB DOCUMENT(ADDENDA)**

Any changes to this IFB document will be made by written addenda issued by GoTriangle. Upon issuance, the addenda will be considered part of the IFB document and will prevail over inconsistent or conflicting provisions contained in the original IFB document. Addenda will be sent electronically via email from the Procurement Administrator. This process will be repeated each time an addendum is posted to the GoTriangle website.

A valid e-mail address must be provided upon requesting the IFB documents in order for GoTriangle to notify Contractors of the availability of addenda. GoTriangle will not be responsible for Contractors failing to receive notification of the availability of addenda if an invalid e-mail address or no e-mail address was provided to GoTriangle.

Contractors shall acknowledge their receipt of all addenda in Bid Form (Attachment B) submitted with their Bid submission. As with other required documentation, Bids that fail to provide a detailed listing of addenda received may be excluded from further consideration for this solicitation.

**A revised due date of Contractor's Bid (if applicable) shall be stated in each addendum. If you have received this solicitation from a source other than the GoTriangle, it is the Contractor's responsibility to ensure that all addenda have been received.**

### **3.4 QUESTIONS**

Any questions regarding this IFB should be directed to William Bryant, Interim Procurement Manager. All questions must be submitted in writing before 4:00 p.m. EDST on April 10, 2024. Questions will be emailed only to William Bryant at [wbryant@gotriangle.org](mailto:wbryant@gotriangle.org). Responses to questions will be posted on the GoTriangle's website (<https://gotriangle.org/invitation-bids-afb>) by 5:00 p.m. EDST on April 11, 2024. All Contractors that have requested previously IFB documents from the GoTriangle website shall be notified of responses via e-mail.

### **3.5 BID OPENING**

GoTriangle Procurement Administrator will open the bids in the presence of bidders' designated representatives who choose to attend, at the time, date and location stipulated in the Bidding Document. The bidders' representatives who are present, shall sign a register evidencing their attendance. Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. The Employer shall prepare minutes of the bid opening including the information disclosed to those present.

### **3.6 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

Information relating to examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons, not initially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the processing of bids or award decisions may result in the rejection of the bidder's bid.

A substantially responsive bid is one that conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the work and which limits in any substantial way. Inconsistent with the bidding documents, GoTriangle's rights or the bidder's obligations under the contract, or whose Rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by GoTriangle and may not subsequently be made responsive by correction or withdrawal and the non-conforming deviations or reservations.

## **SECTION 4. AWARD CRITERIA**

### **4.1 SELECTION**

Bids will first be reviewed for responsiveness and inclusion of the components specified in **Section 3** for this IFB document. The absence of any required information may result in exclusion from further analysis.

GoTriangle will make the award to the lowest responsive responsible Contractor whose Bid is most advantageous to the GoTriangle.

GoTriangle may waive any irregularities in any Bid that does not prejudice other Contractors. GoTriangle further reserves the right to negotiate when bids exceed budget amount.

### **4.2 SELECTION PROCESS PROTEST PROCEDURES**

Protests made with respect to this IFB shall be submitted to the CEO not later than five (5) business days after the recommendation of award has been announced. The CEO shall provide a written response within but not later than five (5) business days after receiving such protest. GoTriangle's written response and disposition of protest findings shall be deemed final. GoTriangle's CEO shall report all such protests to the Board of Trustees prior to a Contract award.

Any and all protests filed with GoTriangle CEO shall be submitted in writing and:

- a) Include the name and address of the protester.
- b) Identify the procurement by solicitation number and then the current deadline date for receipt of Bids.
- c) 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.
- d) Indicate the ruling or relief that protester desires from GoTriangle.

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

#### **4.3 ACCEPTANCE OR REJECTION OF BIDS**

Failure to respond to any of the requirements outlined in either the Invitation for Bids or the Bid Form or a failure to enclose or submit any of the required documents may disqualify the Contractor's Bid submission. GoTriangle has the sole right to select the successful Contractor for award; to reject any and all IFBs and to re-solicit for new IFBs. IFBs shall be submitted to GoTriangle on the most favorable of terms possible from the standpoint of cost, quality, delivery date and technical capability. No Contractor shall have any cause of action against GoTriangle arising out of the methods by which IFBs are assessed. The selection of the successful Contractor shall be at the sole discretion of GoTriangle. Submission of a Bid indicates acceptance by the Contractor of the conditions contained in this IFB unless clearly and specifically noted in the Bid submitted and confirmed in the Contract between GoTriangle and the selected Contractor.



**4.4 SCHEDULE OF EVENTS**

<b>DATE</b>	<b>IFB NO: 24-008 LANDSCAPE SERVICES</b>
May 10, 2024	IFB distributed and posted to GoTriangle website
May 16, 2024	<b>Non-Mandatory Pre-Proposal Site Visit @ 9:00am</b>
May 17, 2024	<b>Inquires must be received in writing by (e-mail Only) to wbryant@gotriangle.org</b>
May 21, 2024	Responses to all questions received will be posted on the GoTriangle website. All firms that have previously registered and downloaded the IFB documents from the GoTriangle website will be notified of responses via e-mail.
<b>May 30, 2024</b>	<b>Bids are due. There will be a public bid opening by way Microsoft Teams at 11:00 am.</b>
June 05, 2024	Bids Evaluated
TBD	Review and Selection Committee recommends award to the CEO & President
TBD	Issue Notice of Intent to Award
TBD	GoTriangle Board of Trustees authorizes the CEO to execute contract with the recommended Submitter.
TBD	Enter into Contract with Awarded Firm

## **SECTION 5. GENERAL BID CONDITIONS**

### **5.1 NOTICE OF FORMAL SOLICITATION**

Notwithstanding any other provision of this IFB, all Contractors are hereby specifically advised that this IFB is a form solicitation for Bids only, and is not intended and it not to be constructed as an offer to enter into an agreement or engage into any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule of regulation.

### **5.2 METHOD OF RESPONSE**

Responses to this IFB shall be made according to the scope of work and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any Bid.

### **5.3 ACCEPTANCE OF TERMS AND CONDITIONS**

Contractors understand and agree that submission of a Bid will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this IFB, except as otherwise specified in the Bid. Any and all parts of the submitted Bids may become part of any subsequent Agreement between the selected Contractor and GoTriangle.

### **5.4 FALSE, INCOMPLETE OR UNRESPONSIVE STATEMENTS**

False, incomplete, or unresponsive statements in connection with a Bid may be sufficient cause for rejection of the Bid. The evaluation and determination of the fulfillment of the above requirement will be GoTriangle's responsibility and its judgment shall be final.

### **5.5 CLEAR AND CONCISE SUBMISSION**

Bids shall provide a straightforward, concise delineation of the Contractor's capability to satisfy the requirements of the IFB. Each Bid shall be submitted in the requested format and provide all required information. **Each Bid shall be signed in ink by a duly authorized officer of the company.**

### **5.6 PRIME CONTRACTOR RESPONSIBILITIES**

The selected Contractor will be required to assume responsibility for all requested deliverables as indicated in Section 2 regardless of who produces them. Further, GoTriangle will consider the selected Prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Contractor and/or subcontractor shall give a copy of their State of North Carolina Contractor License and permits from governmental agencies as required upon notification of award. The Prime Contractor agrees to pay each Subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Prime Contractor receives from GoTriangle. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of GoTriangle. The clause applies to both DBE and non-DBE subcontracts.

#### Retainage:

The Prime Contractor agrees to return retainage payments to each subcontractor within 30 days after the Subcontractors work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of GoTriangle. This clause applies to both DBE and non-DBE subcontracts.

## **SECTION 6. ATTACHMENTS**

### **PLEASE REFER TO THE FOLLOWING ATTACHMENTS:**

Attachment A – Vendor Information Form

Attachment B – Bid Price Form

Attachment C – Minimum Insurance Requirement

Attachment D – E-Verify Form

Attachment E – Contractor’s Statement of Sales/Use Tax

Attachment F – Iran Divestment Act Certificate

Attachment G – Companies Boycotting Israel Divestment ACT Certification Form

Attachment H – Certificate Regarding Conflict of Interest

Attachment I – Non-Collusion

Attachment J – Federal Clauses

Attachment K- Davis-Bacon Wage Determination

Attachment L – Responsive Checklist

Attachment – Bid Exhibit Documents

# 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

## Cost Proposal

### Provide Landscape Services

Base Period: Cost: \$ \_\_\_\_\_

Option Year 01: \$ \_\_\_\_\_

Option Year 02: \$ \_\_\_\_\_

Option Year 03: \$ \_\_\_\_\_

Total Bid Price: \$ .....

**Exhibit C to GoTriangle Contract No. 24-008**  
**Minimum Insurance Requirements**

1. Definitions. “Contractor” as used in this Exhibit shall mean: \_\_\_\_\_ “GoTriangle” as used in this Exhibit shall mean the Research Triangle Regional Public Transportation Authority dba GoTriangle. “Contract” as used in this Exhibit shall mean the agreement or contract to which this Exhibit is attached.
2. General Terms. Contractor shall secure and maintain at its own expense each type of insurance, with the applicable minimum coverage limits, as specified in this Exhibit. Contractor shall secure the required insurance policies prior to performing any work, activity, or service under this Contract. Contractor shall maintain such policies throughout the term of this Contract, unless a longer period is required pursuant to the provisions herein. Any insurance carried by Contractor is primary insurance and shall not be considered contributory with any insurance carried by GoTriangle. In the event that any portion of Contractor’s obligations under this Contract are subcontracted by Contractor, then Contractor shall require each subcontractor to secure and maintain insurance satisfying the requirements of this Exhibit, or in the alternative, Contractor may secure and maintain the insurance on the subcontractor’s behalf. The insurance requirements set forth in this Exhibit do not modify or otherwise relieve Contractor of Contractor’s other obligations as stated elsewhere in this Contract.
3. Commercial General Liability. Contractor shall secure and maintain occurrence-form Commercial General Liability insurance, including coverage for premises and operations, products and completed operations, independent contractors, personal injury and blanket contractual liability, with limits of not less than: General Aggregate (\$2 million); Products and Completed Operations Aggregate (\$2 million); Personal and Advertising Injury Aggregate (\$1 million); and Each Occurrence (\$1 million). Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
4. Worker’s Compensation and Employer’s Liability. Contractor shall secure and maintain Worker’s Compensation insurance complying with North Carolina statutory requirements covering all employees and owners, and including Employer’s Liability coverage with limits of not less than \$1 million per accident, \$1 million disease per policy limit, and \$1 million disease per employee limit. Coverage shall extend to all states in which operations are conducted.
5. Automobile Liability. Contractor shall secure and maintain Automobile Liability insurance with a limit of not less than \$1 million combined single limit. Such insurance shall include coverage for all owned, hired, and non-owned motorized vehicles both on and off the project site. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
6. Umbrella/Excess Liability. Contractor shall secure and maintain Umbrella or Excess Liability insurance on a “following form” basis with a limit of not less than \$1 million providing excess coverage over and above Contractor’s primary insurance for Commercial General Liability, Automobile Liability, and Employer’s Liability. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
7. Professional Liability. Contractor shall secure and maintain Professional Liability insurance providing coverage for errors or omissions committed in the course of Contractor’s performance under this Contract. The coverage shall be maintained during the term of this Contract and for at least 3 years

following completion of Contractor's performance. The policy shall have limits of not less than \$5 million per claim and in the annual aggregate. The policy may contain a deductible of a maximum of \$250,000, but in such case the deductible shall be the sole responsibility of Contractor, and no portion of the deductible is the responsibility of GoTriangle.

8. Privacy and Network Liability (Cyber). Contractor shall secure and maintain Privacy and Network Liability (Cyber) insurance with a limit of not less than \$5 million aggregate and providing coverage for network security, third party liability, notification services, and cyber extortion.
9. Other Terms.
  - 9.1. Qualified Insurers. Contractor shall secure and maintain the required insurance policies from insurance carriers authorized to conduct business in the State of North Carolina with a current A.M. Best rating of "A-" or better.
  - 9.2. Waiver of Subrogation. The following policies of insurance shall include a waiver of subrogation in favor of Research Triangle Regional Public Transportation Authority dba GoTriangle: Commercial General Liability; Worker's Compensation and Employer's Liability; Automobile Liability; and Umbrella/Excess.
  - 9.3. Additional Insured. The following policies of insurance shall name Research Triangle Regional Public Transportation Authority dba GoTriangle as an additional insured: Commercial General Liability; Automobile Liability; and Umbrella/Excess Liability.
  - 9.4. Notice to GoTriangle. If any required coverage lapses for any reason, Contractor shall provide immediate written notice to GoTriangle. Each policy shall also contain notification provisions whereby GoTriangle will receive not less than 30 days' written notice prior to the cancellation of the policy.
  - 9.5. Claims-made Insurance. If any insurance policy required by this Exhibit is secured on a claims-made basis, then such policy shall provide that:
    - 9.5.1. The retroactive date shall coincide with or precede Contractor's commencement of performance under this Contract (including subsequent policies purchased as renewals or replacements);
    - 9.5.2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
    - 9.5.3. Contractor shall maintain similar insurance under the same terms and conditions for at least 3 years following completion of all performance under this Contract; and
    - 9.5.4. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least 3 years to report claims arising from Contractor's performance.



- 9.6. Deductibles and Self-insured Retention. GoTriangle will review all deductible and self-insured retention (SIR) amounts and may require Contractor to secure alternate insurance when in GoTriangle's sole discretion such amounts are not reasonable under the circumstances. The payment of any deductible is the sole responsibility of Contractor.
  
- 9.7. Certificates of Insurance. Before commencing performance under this Contract, for each required policy Contractor shall furnish a certificate of insurance (COI) to GoTriangle that demonstrates coverage in compliance with the requirements of this Exhibit and includes the following:
  - 9.7.1. Effective and expiration dates of the policy
  - 9.7.2. Amount of any deductible or self-insured retention
  - 9.7.3. Any exclusions to the policy which are not part of the standard form
  - 9.7.4. Reference to GoTriangle Contract Number identified on the first page of this Exhibit
  - 9.7.5. Title block formatted as follows: **Research Triangle Regional Public Transportation Authority dba GoTriangle, PO Box 13787, Research Triangle Park, NC 27709**

# 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

## Cost Proposal

### Provide Landscape Services

Base Period: Cost: \$ \_\_\_\_\_

Option Year 01: \$ \_\_\_\_\_

Option Year 02: \$ \_\_\_\_\_

Option Year 03: \$ \_\_\_\_\_

Total Bid Price: \$ .....

# ATTACHMENT D – E VERIFY



## GOTRIANGLE E-VERIFY EMPLOYER COMPLIANCE STATEMENT

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

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.

The 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 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.

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

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

_____	_____	_____
Company Name	Signature and Title	Date

#### B) Employer with 25 or more employees required by NC S.L.213-418 to use E-Verify:

**Yes, we comply:**

_____	_____	_____
Company Name	Signature and Title	Date

**ATTACHMENT E**

**Contractor's Statement of Sales/Use Tax Paid**  
**Sales and Use Taxes Paid on Materials Purchased for the Construction of the**

Invoice Date	Invoice Number	Company Name	Type of Material Purchased	Cost of Material	Amount of Sales/Use Tax Paid	County Where Sales tax Paid
Total				\$0.0	\$0	

.00

## 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. §147-86.81 *et 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. §147-86.81 *et seq.*



**Attachment H**



**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:

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

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

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

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

# Attachment I

## 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 J

## Davis-Bacon Wage Determination

§ 24 of the Federal Transit Administration Master Agreement delineates TTA's obligations to comply with the employee protection requirements of the Davis-Bacon Act. For construction activities exceeding \$2,000 performed in connection with an FTA-funded Project, TTA agrees to comply with, and assure compliance with, the requirements of 49 U.S.C. §5333(a), the Davis-Bacon Act, and the implementing regulations of the Department of Labor at 29 CFR Part 5.

The Davis-Bacon Act (the Act) provides that contracts in excess of \$2,000 to which the United States is a party (i.e., federal funds are involved) for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. That rate of pay is referred to as the "Davis-Bacon wage rate" and is specifically identified in this Exhibit E.

The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Triangle Transit for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

General Decision Number: NC140040 01/03/2014 NC40

Superseded General Decision Number: NC20130040

State: North Carolina

Construction Type: Building

County: Wake County in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014

*Davis Bacon Wage Rates*

CARP1263-005 07/01/2011

	Rates	Fringes
MILLWRIGHT.....	\$ 23.32	8.69

-----  
IRON0848-005 12/01/2012

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 21.80	9.75

-----  
\* PLUM0421-003 07/01/2013

	Rates	Fringes
PIPEFITTER.....	\$ 24.85	9.65

-----  
SUNC2011-021 08/24/2011

	Rates	Fringes
BRICKLAYER.....	\$ 19.00	0.00
CARPENTER (Drywall Hanging Only).....	\$ 13.83	0.00
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 17.55	4.14
CEMENT MASON/CONCRETE FINISHER...	\$ 14.19	0.00
ELECTRICIAN.....	\$ 18.48	3.18
FORM WORKER.....	\$ 12.43	1.80
LABORER: Common or General.....	\$ 9.73	0.00
LABORER: Landscape & Irrigation.....	\$ 9.13	0.28
LABORER: Pipelayer.....	\$ 13.35	2.80
LABORER: Mason Tender-Brick/Cement/Concrete....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.64	2.22
OPERATOR: Bulldozer .....	\$ 16.00	1.87
OPERATOR: Crane .....	\$ 19.77	4.48
OPERATOR: Forklift.....	\$ 13.86	0.00

OPERATOR: Grader/Blade .....	\$ 15.72	1.49
OPERATOR: Loader.....	\$ 16.17	0.25
PAINTER: Brush, Roller and Spray .....	\$ 12.35	0.00
PLUMBER .....	\$ 19.35	2.43
ROOFER .....	\$ 11.06	1.26
SHEET METAL WORKER (HVAC Duct Installation Only) .....	\$ 20.86	2.25
SHEET METAL WORKER, Excludes HVAC Duct Installation .....	\$ 15.81	1.40

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

.....-

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



**ATTACHMENT- K**

**RESPONSE CHECKLIST**

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## 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. Minimum Insurance Requirement (Attachment C)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4	(Attachment D)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5	D. Contractor Statement of Sales/Use Tax (Attachment E)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6	E. Iran Divestment Act Form (Attachment F)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7	F. Companies Boycotting Israel Divestment Act Form (Attachment G)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8	G. Non-Collusion Form (Attachment H)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9	H. Certificate Regarding Conflict of Interest (Attachment I)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10	I. Davis- Bacon Wage Determination (Attachment J)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11	J. Check List (Attachment J)	YES <input type="checkbox"/>	NO <input type="checkbox"/>



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