



**REQUEST FOR QUALIFICATIONS**

**(RFQ) NO. 24-048**

**GENERAL ENGINEERING CONSULTANT  
SERVICES**

**FOR THE**

**BUS OPERATIONS AND MAINTENANCE  
FACILITY (BOMF) MODERNIZATION AND  
EXPANSION PROJECT**

**October 22, 2024**

## **1.0 ADVERTISEMENT**

### **REQUEST FOR QUALIFICATIONS (RFQ) NO. 24-048**

### **GENERAL ENGINEERING CONSULTANT SERVICES**

### **FOR THE**

### **BUS OPERATIONS AND MAINTENANCE FACILITY (BOMF)**

### **MODERNIZATION AND EXPANSION PROJECT**

GoTriangle is requesting Statements of Qualifications (SOQs) from experienced and qualified multidisciplinary firms to provide General Engineering Consultant Services for the Bus Operations and Maintenance Facility (BOMF) Modernization and Expansion Project. GoTriangle will use a three-phase procurement process to select a General Engineering Consultant (GEC) to deliver technical and professional services for the design of the BOMF Project. Phase I will be a prequalification process with a goal to shortlist a minimum of three consultants. Phase II will be presentations by and interviews with each of the short-listed firms to permit Selection Committee members to further evaluate each firm's qualifications. Phase III will be contract and fee negotiations starting with the firm ranked highest by the Selection Committee. In the event negotiations prove unsuccessful with the highest-rated firm, negotiations will continue with the next highest rated firm and so on until agreement is reached or until GoTriangle determines that agreement will not be reached with any of the shortlisted firms.

To obtain a copy of the Request for Qualifications (RFQ) document, interested parties must download the document from GoTriangle's website at <https://gotriangle.org/request-qualifications-rfq>.

Completed SOQs must be received no later than **3:00 p.m. EST on December 6, 2024** at GoTriangle's Administrative Office located at 4600 Emperor Blvd., Suite 100, Durham, North Carolina, 27703, Attn: William Bryant. Questions regarding this Request for Qualifications (RFQ) should be directed to William Bryant, Interim Procurement Manager, at [procurement@gotriangle.org](mailto:procurement@gotriangle.org).

## **2.0 Project Background**

GoTriangle's 2022 Regional Fleet & Facility Study identified onsite expansion, renovation, and modernization of the current Nelson Road BOMF as the most cost-effective option to address current and future fleet/service expansion needs throughout the useful life of the renovated facility of 40+ years. The study evaluated a wide range of existing and future facility programs and locational needs and completed a conceptual design (15%) including a preliminary cost estimate and construction schedule.

The cost estimate, based on 15% schematic design, is approximately \$35,200,000 in 2022 dollars including project development, construction management, and contingency. GoTriangle has initiated the environmental review (NEPA) process with FTA and anticipates a Categorical Exclusion determination. GoTriangle has received two federal grants for low and no emission vehicles electric charging infrastructure, and has applied for an EPA Climate Pollution Reduction Grant. In addition, GoTriangle will be applying for a future discretionary federal grant for construction funding. Currently, the Durham and Wake County transit plans include approximately \$40,000,000 in 2023 dollars as a placeholder for this project, based on the schematic design and associated timeline.

The primary components of the proposed project improvements include:

- Maintain fleet operations during construction.

- Expansion of the employee parking area north of Nelson Road.
- Partial closure of existing NCDOT ROW and relocation of the cul-de-sac on Nelson Road.
- Construction of an addition to the north end of the existing building housing improved amenities for operations staff and administration services.
- Reconfiguration of the existing building to increase maintenance capacity.
- Construction of a second service lane, including a second bus wash, and bring fueling indoors.
- Reconfiguration and expansion of the revenue vehicle parking area to include shade canopies.
- Provide solar panels on the shade canopies.
- Perimeter security fencing and gates.
- Battery electric bus (BEB) charging infrastructures.
- Coordination and planning of other ongoing facility projects.

GoTriangle will utilize a Construction Manager at Risk (CMAR) project delivery mechanism for the design and construction of the BOMF facilities. GoTriangle will also procure a separate Construction Management Team. The Construction Management Team will participate in the design process providing insights to project phasing and schedule development, construction methodologies and efficiencies, cost estimates, and ultimately a guaranteed maximum price (GMP) contract for construction. The consultant selected as a result of this RFQ shall therefore ensure that it secures the Construction Management Team's participation in discussions regarding these and any other issues where their expertise may be beneficial to the project, or where the Design Team has information that may be beneficial to the work of the Construction Management Team.

GoTriangle will also concurrently pursue smaller up-fit projects related to fleet electrification at the BOMF, including installation of new charging stations for 40' buses and new charging stations for non-revenue passenger vehicles such as sedans, SUVs, and light trucks. GoTriangle is also planning and pursuing grant funding for green infrastructure enhancements to the facility that may or may not become part of the base scope of the Project defined above, depending on funding availability.

GoTriangle plans to deliver this overall program of projects including the near-term electric charging up-fits and the larger facility modernization and expansion project within the next five years, all while maintaining operational status of the facility.

### **3.0 Scope of Work**

#### **3.1 Scope Summary**

The selected Design Team shall provide professional services for the following architectural and engineering planning and design of the proposed facility modernization and expansion.

- project management
- architectural design
- structural engineering design
- civil engineering
- mechanical engineering (HVAC) design
- plumbing design
- fire suppression design
- maintenance equipment selection
- cost estimating
- traffic engineering (site analysis and fleet movement)
- process engineering
- electrical engineering design
- bus electric charging infrastructure, design, maintenance and safety

- security analysis
- geotechnical engineering
- environmental engineering
- surveying
- landscaping
- sustainability program management
- fire and life safety design
- hazard analysis
- photovoltaic design and storage

Sustainability design shall be embedded in each of the applicable design disciplines. Certifications for sustainability has not been determined to be a requirement for the project thus far, but could still become a GoTriangle goal through the design process. For reference, GoTriangle is pursuing LEED Gold for its RUS Bus facility.

All other support services, including, but not limited to, computer-aided drawing and drafting (CADD), building information modeling (BIM), technician assistance, and technical editing, shall be provided by the Design Team as required. If the consultant firm selected for the design does not have the full capability to provide all the necessary services listed above (such as geotechnical engineering, sustainability program management, or other specialty services) the firm shall hire personnel or subcontract firms to provide services as required.

This scope defines the GoTriangle requirements for delivering services for the planning, design, construction, and permitting of the proposed transit operations and maintenance facility modernization and expansion and providing the necessary services to bring the project to fruition. The proposed scope itemizes the various tasks and subtasks to develop a level of detail on each task that shall lead to providing a functional expansion and modernization of the existing bus maintenance and operating facility.

### **3.2 Project Location**

GoTriangle's Bus Operations and Maintenance Facility (BOMF) is located at 5201 Nelson Rd, Morrisville, NC 27560 (Wake County PIN 0757361310). The adjacent parking facilities located at 5210 Nelson Rd, Morrisville, NC 27560 (Wake County PIN 0757366932) are part of the project as well. GoTriangle is seeking to close the right-of-way extension of Nelson Road between the two parcels as part of the project, establishing a single secure perimeter for the completed expansion.

### **3.3 Tasks**

The scope of services is composed of a preliminary phase of establishing a baseline for the project, followed by three major tasks that comprise the schematic and final design, and then by tasks related to the construction phase of the project. For all tasks the Design Team shall solicit GoTriangle's review and comment on draft deliverables, and shall also ensure that GoTriangle's comments and revisions, if any, are included in the final deliverables.

The following tasks are to be completed by the Design Team:

## **Task 1 Project Management and Administration**

GoTriangle and the Design Team jointly desire to administer this scope of work in a deliberate, cost-effective, and transparent manner. GoTriangle and the Design Team will utilize project management best practices, GoTriangle's SharePoint collaboration platform, and GoTriangle's E-Builder Project Management Information System to manage project files and deliverable review workflows.

As part of this Task 1, the Design Team shall:

### **1.1 Project Setup**

#### **1.1.1 PMIS Orientation**

Participate in GoTriangle-led orientation to the GoTriangle-managed E-Builder and SharePoint systems.

#### **1.1.2 Project Execution Plan**

Develop and maintain a project execution plan for early project development activities, including organizational charts and QA/QC and safety plans and procedures applicable to the prime consultant and sub-consultants. Submit initial documents for GoTriangle review and comment within 15 days of issuance of the notice to proceed (NTP). GoTriangle and the Design Team will use best efforts to finalize these documents no later than 45 days following issuance of the NTP.

#### **1.1.3 Initial Design Schedule**

Develop and maintain a detailed, task-specific project schedule including consultant-led tasks in this scope of work as well as project-related tasks led by GoTriangle (e.g. deliverable reviews). Furnish initial schedule in MS Project format or other format acceptable to GoTriangle within 15 days of receipt of the NTP.

#### **1.1.4 Initial Expenditure Forecast**

Furnish projected project expenditure forecast by month within 15 days of issuance of the NTP.

### **1.2 Project Administration**

#### **1.2.1 Progress Reporting (Documentation and Meetings)**

Furnish monthly progress reports and itemized invoices, including Minority and Women Business Enterprise (M/WBE) and/or Disadvantaged Business Enterprise (DBE) utilization and payment reporting, in a format acceptable to GoTriangle, no later than the 20th day of the month following each invoice period. For June invoices (GoTriangle fiscal year close), furnish June invoice amount no later than July 15.

Lead weekly project administration meetings with GoTriangle and other contractors working on the project; develop and distribute agendas and furnish meeting summaries.

Participate in tri-weekly executive oversight team meetings with GoTriangle; develop and distribute agendas and furnish meeting summaries.

#### **1.2.2 Monthly Schedule Updates**

Furnish monthly schedule updates and incorporate comments from GoTriangle into updates for subsequent months. Updates shall be due on the last business day of each month.

#### **1.2.3 Quarterly Expenditure Forecast Updates**

Furnish updated project expenditure forecasts no less than quarterly throughout the project duration. Updates shall be due on the last business day of each quarter.

The Design Team shall also develop an overall project budget that details the estimated budget for each phase, and shall update it with actual cost information as the project advances. This report shall clearly

track the scope of work for each phase of the project allowing for clear understanding of grant funding of elements within the overall project.

#### **1.2.4 Deliverable Management**

Submit all formal project deliverables and associated quality records via GoTriangle-managed E-Builder system. Submit in-progress work products requested by GoTriangle via GoTriangle SharePoint site or GoTriangle E-Builder system as specified by GoTriangle.

#### **1.2.5 Action Item Tracking**

Design, update and maintain a Design Team action item tracking list on a monthly basis. Coordinating with assigned GoTriangle staff and, if directed by GoTriangle, with other GoTriangle contractors working on the project, participate in updating and maintaining GoTriangle-hosted project-level action item tracking list.

#### **1.2.6 Scope Review**

Perform a formal review of this scope of work at the midpoint of the period of performance and coordinate with GoTriangle to update as necessary to conform to evolutions in project needs. GoTriangle and the Design Team may mutually agree to perform this scope review earlier or more frequently than specified if warranted by project evolution.

#### **1.2.7 Meeting Agendas and Summaries**

As directed by GoTriangle, consultant shall develop meeting agendas, and shall take notes and develop summaries and action item lists at all meetings at which they are in attendance. Consultant shall also ensure that all meeting documentation is uploaded to the project SharePoint site.

#### **1.2.8 Quality Assurance Policy and Procedure**

Consultant shall provide for GoTriangle review and approval a project quality assurance policy and procedure detailing in-process quality assurance measures, defining appropriate quality assurance records for each milestone, and providing a report template(s) summarizing overall quality tracking at project milestones. Consultant shall ensure that the approved procedure is consistently implemented and documented, and that the procedure and all reports are timely uploaded to the project SharePoint site. Consultant shall submit the first draft of the quality assurance policy and procedure for GoTriangle review and comment within 30 days of receipt of the notice to proceed (NTP). ). GoTriangle and the Design Team will use best efforts to finalize these documents no later than 60 days following issuance of the NTP.

<b>Deliverables</b>
<b>Project Execution Plan</b>
<b>Project Schedules (initial and updated monthly)</b>
<b>Expenditure Forecasts (initial and updated quarterly)</b>
<b>Monthly Progress Reports / Invoices, including supplier diversity and payment reporting, (monthly)</b>
<b>Meeting Agendas and Summaries</b>
<b>Scope Review</b>
<b>Meeting Agendas, Summaries, and Action Items</b>
<b>Quality Assurance Policy and Procedure</b>

## **Task 2      Predesign**

### **2.1 Materials Included in RFQ**

Included as a material part of this RFQ are existing drawings of the Nelson Road Bus Operations and Maintenance Facility (BOMF) (see Section 3.5 below). Also included are materials developed from the 2022 Regional Fleet and Facilities project that show the conceptual plans for the future expansion of the facility, cost estimates, and other programmatic information.

### **2.2 Survey Data**

The Design Team shall provide a certified survey control map of the project site, along with a certified planimetric and topographic map. The survey data to be provided shall include CAD files and a 3D digital terrain model (DTM) of the project site. The Design Team shall provide any additional necessary survey materials required, including, but not limited to, subsurface utility exploration (SUE) for gas, water, and fiber, among other utilities.

### **2.3 Geotechnical Data**

The Design Team shall provide a Phase I Environmental Site Assessment report identifying recognized environmental conditions in connection with the property and shall include a review of public records, and site reconnaissance. If required, and in coordination with GoTriangle, the Design Team shall conduct a Phase II Environmental Site Assessment.

In addition, the Design Team shall provide a geotechnical engineering report providing information and recommendations on existing pavement conditions, subgrade soil conditions, site preparation, earthwork (including undercut estimates), organics and rock, lateral earth pressures, foundation design, and pavement construction requirements for a building expansion, retaining walls and new parking lot. The report shall be signed and sealed by a professional engineer specializing in geotechnical engineering.

### **2.4 Additional Data**

The Design Team shall identify any additional survey or geotechnical data that is required to be developed for the completion of the project. GoTriangle and the Design Team shall determine the appropriate method for procuring necessary additional work including survey data, geotechnical data, Phase II geotechnical investigation and associated reports, utility locations, or other requirements as defined by the project needs and, if directed by GoTriangle, the Design Team shall provide or procure these services.

<b>Deliverables</b>
<b>Subsurface Utility Exploration (SUE)</b>
<b>Certified Survey Control Map</b>
<b>Certified Planimetric and Topographic Map</b>
<b>CAD Files and Digital Terrain Model</b>
<b>Phase I Environmental Site Assessment</b>
<b>Phase II Environmental Site Assessment, if required</b>
<b>Geotechnical Engineering Report</b>
<b>Additional Survey and/or Geotechnical Data, TBD as required</b>

## **Task 3      Facility Programming**

The Design Team shall research and validate existing space programming and operating requirements for each functional area in the proposed facility, such as office space, maintenance bays, storage and vehicle parking areas, and areas to be allocated to nonrevenue vehicles, employee and visitor parking, fueling, bus electrification charging infrastructure and landscaping, including areas required by local jurisdictional agencies (e.g., water retention/detention) or other areas relevant to the project.

The Regional Fleet & Facilities project produced preliminary programmatic materials and assessments for the Nelson Road BOMF project. The efforts listed here shall be considered a review or update to the materials provided with this RFQ, and the Design Team shall incorporate new ideas or concepts, remove outdated concepts (if any), and establish an updated baseline for proceeding into the Schematic Design process.

### **3.1 Review and Update Programming Materials**

The Design Team shall review materials regarding the Nelson Road BOMF previously developed for the Regional Fleet & Facilities project, and other materials related to grants awarded for the project regarding bus electric charging, sustainability, or resiliency. The Design Team shall verify the assumptions made in these documents.

### **3.2 Stakeholder Interviews (as needed)**

The Design Team shall meet regularly with facility users throughout the design process. The intent of these meetings is to ascertain the operating characteristics of the proposed facility and any special operating conditions or methods that would impact the programming and design of the facility. Additional subject matter interviews or observations shall be conducted as needed to verify existing materials or programming documents.

### **3.3 Management staff interviews**

GoTriangle management staff will help to identify GoTriangle employees for the various Nelson Road BOMF functional areas and work with the Design Team to set up user interviews and detailed tours of the functional areas.

#### **3.3.1 User group interviews**

As part of the ongoing interviews, the Design Team shall meet with supervisors, forepersons, and lead personnel to understand the operational and functional requirements of each area of the building/site.

#### **3.3.2 Operations observations**

As a continuation of the user interviews, members of the Design Team shall observe operations and maintenance personnel during shift operations to better understand needs and identify current constraints that may prevent personnel from functioning at a peak level of production, as defined by GoTriangle management staff. This function is critical in identifying restrained performance due to space or equipment needs.

### **3.4 Functional Criteria and Facility Program**

The Design Team shall finalize a detailed space allocation program identifying space requirements for major functions such as shops, work bays, vehicle storage, maintenance and repair areas, parts storage, employee amenities, and administrative spaces. Site spatial needs for requirements such as bus storage, fare retrieval, fueling and wash facilities, bus and non-revenue vehicle electric charging, and employee parking shall also be identified. The Facility Program shall reflect all specific code issues such as Americans with



Disabilities Act compliance and applicable building codes. The Design Team shall prepare a Facility Program report that documents proposed alternatives and shall verify it with GoTriangle personnel.

Based on the number and types of vehicles to be maintained, the Design Team shall develop criteria and standards for the number of maintenance bays, servicing requirements, and support equipment necessary to carry out the proposed functions. These criteria and standards shall reflect the following:

- Definition of all functions to be provided in the facility.
- Dimensional criteria for both horizontal and vertical (e.g., height of bays) directions.
- Definition of all rooms, bays, and spaces proposed for the facility.
- Parking requirements for vehicle fleets including number of spaces and total area.
- Preliminary equipment list for shops and vehicle maintenance equipment.
- Site operations requirements, including minimum turning radii, minimum distances between obstructions for turning, backing and deliveries.
- Offsite requirements such as turn lanes, acceleration/deceleration lanes, esplanades and identified utility extensions.
- Preliminary fueling and service station requirements.

The Design Team shall input the product of this subtask deliverable into a Program Manual that also includes a draft space allocation program. This Program Manual, which is a flexible working document, shall be submitted for GoTriangle's comment and concurrence, which the Design Team shall incorporate into the final document as noted in Subtask 3.6 below.

### **3.5 Sustainable building considerations**

The Design Team shall assist GoTriangle in determining whether sustainability certification from a sustainability agency such as LEED, Energy Star, Green Globes, etc. is desired, along with the proposed certification level for the proposed facilities. If an affirmative determination is reached by GoTriangle, the Design Team shall then investigate the appropriate level of certification, as well as the probable costs associated with certification. Sustainability programs are generally organized into five categories of scoring criteria, plus an optional category for use of innovative technology. The Design Team shall evaluate those categories to determine where maximum achievable results are possible. Every attempt shall be made to identify energy- and resource-conserving measures that can be incorporated into the project, at minimum cost impact. The general categories that shall be reviewed:

- Sustainable sites
- Water efficiency
- Energy and atmosphere
- Materials and resources
- Indoor environmental quality
- Innovative technology

NOTE: For the purposes of this scope of services, the Design Team shall assume that it will design the BOMF building to a LEED Silver or comparable rating, as a basis of design for the facility.

If GoTriangle determines that this project is to be considered for certification, the Design Team shall identify sustainability options that can later be targeted for incorporation into the final design once a determination of costs and final certification level is established. The Design Team sustainability specialists shall work with GoTriangle to help identify measures necessary to meet the ultimate requirements of the project to incorporate the targeted sustainable development and energy efficient practices into the project. As a part of this overall task, the Design Team shall:

- Conduct initial and follow-up sustainability strategy meetings and charrettes, as needed, to determine the most appropriate sustainable design strategies to achieve required sustainability certification.
- Prepare a conceptual design narrative outlining the strategies to achieving the sustainability rating.
- Research various “green” materials and systems to incorporate into the project.
- Conduct additional meetings for coordination of sustainable design strategies.
- Conduct necessary energy analyses and systems modeling required to achieve desired energy savings levels.
- Provide documentation, reports and other analysis necessary for each of the sustainability credits to be submitted as required.
- Assemble all sustainability documentation and supporting data, initiate and maintain contact with the U.S. Green Building Council, and provide necessary additional supporting documents as required to achieve the desired certification level and compile them into the submission document. The Design Team shall submit the data to the selected sustainability agency as required, and manage the submittal process through completion, or as may otherwise be directed by GoTriangle.

### **3.6 Facility Space and Efficiency Assessment Report**

The Design Team shall review and update the space and efficiency report for the Nelson Road BOMF provided by GoTriangle from the Regional Fleet & Facilities study. The product of this subtask shall be a facility needs space and efficiency assessment report that includes a draft space allocation program. This report shall be submitted to GoTriangle staff for review and comment, which shall then be incorporated into the Program Manual.

GoTriangle will review all Task 3 documentation and reports from the Design Team and provide comments for incorporation into the final documents prior to authorizing subsequent tasks. The Design Team shall also ensure that all final documents are incorporated into the Program Manual initially generated under Subtask 3.3.

<b>Deliverables</b>
<b>Program Manual (Space Allocation Program)</b>
<b>Sustainability Report</b>
<b>Facility Space and Efficiency Assessment Report</b>
<b>Milestone Quality Assurance Record</b>

## **Task 4      Conceptual Layouts**

GoTriangle has been pursuing several grants for the BOMF Expansion project. Bus Electric Charging is a major challenge that needs to be addressed by the expansion and renovation of the project site and building. This task shall generate site and building alternatives based on the existing concepts (see Task 2) and incorporating the additional layers of electric charging, sustainability, resiliency, and construction phasing.

### **4.1 Develop conceptual alternatives**

The Design Team shall use the criteria presented in the Program Manual to prepare material flow diagrams depicting the movements of buses, equipment, automobiles, repair parts, materials and employees through the functional areas located onsite. The diagrams shall be considered in developing individual site, building and functional area floor plans.

Using the information obtained in the Program Manual, and existing conceptual site plans (see Task 2), the Design Team shall develop two to three alternatives covering site and building plans for the facility. Through the stakeholder interviews and further discussion with GoTriangle personnel, the Design Team shall develop alternatives that meet GoTriangle's criteria and expectations. The alternatives shall consider the site development boundaries, access to site and sight distances, future expansion of site property, location of utilities, parking, storage, site mobilization, electric charging infrastructure, generators, construction phasing, and any other relevant project concepts.

### **4.2 Concept Review and Refinement**

Appropriate personnel from the Design Team as well as GoTriangle management staff and users shall review and evaluate the new concept plans developed. Plans considered workable shall be further refined by the Design Team to establish a general consensus on the building layouts and site plans.

The Design Team and key members of GoTriangle management and consultant staff (the "Joint Design Team") shall identify and evaluate the immediate, short-term and long-term issues presented by the concepts and desired concept improvements. The Design Team shall also brainstorm other potential improvements that may be considered in the planning process. During the process, the Design Team shall review potential fast-track design, operational quality improvements, and new methods and equipment.

The Joint Design Team shall consider all the immediate, short-term and long-term issues and desired improvements including future expansion identified as goals for the transit operations and maintenance facility. It is important that all considerations be evaluated and programmed in the planning stages to account for the necessary infrastructure improvements in the designs.

### **4.3 Presentations**

Design Team personnel shall make presentations to GoTriangle decision makers to review the designs, and will make recommendations, noting the benefits and potential challenges for each concept. The selected participants and the Design Team shall review and discuss the conceptual options and agree upon a preferred concept to advance into Schematic Design.

#### 4.4 GoTriangle Review

GoTriangle will review the documentation and reports produced by the Design Team under Task 4 and provide comments that the Design Team shall incorporate into the project in the next task(s).

<b>Deliverables</b>
<b>Material Flow Diagrams</b>
<b>Alternatives Covering Site and Building Plans</b>
<b>Conceptual Design Alternatives and Refinement</b>
<b>Conceptual Design Report and Approved Design Concept</b>
<b>Milestone Quality Assurance Record</b>

## **Task 5      NEPA Environmental Documentation**

National Environmental Policy Act (NEPA) environmental documentation was begun under the Regional Fleet & Facilities Study project, and will likely be completed prior to the onboarding of the Design Team. It is not anticipated that any additional efforts will be required for this task; however, the Consultant shall be prepared to support re-evaluation should it become necessary due to project evolution.

<b>Deliverables</b>
<b>None/TBD</b>

## **Task 6      Schematic Design**

The preferred alternative shall be further developed and, working in coordination with the Design Team, shall identify appropriate design criteria, costs and existing conditions that will affect the design and construction of the facilities, as well as the FTA's Buy America and Buy America, Build America requirements. The Design Team shall generate schematic building and site plans identifying new structures, renovations and site improvement issues

### **6.1 Detailed schematic plans**

The Design Team shall develop the final conceptual design with sufficient detail to be able to show building improvements, additions or expansions and the proposed location of future facilities on the site. The plans shall have sufficient detail to provide information on the recommended location and sizes of offices, hallways, shops, employee facilities, storage rooms, vehicle bays, vehicle storage, wash bay, building risers, and utility areas (including communications). The Design Team shall develop a construction phasing plan to minimize disruption to any ongoing operations at the site.

#### **6.1.1 Grant Scope Tracking**

The Design Team shall ensure the drawings and documentation clearly define and track scope elements according to their respective grant funding, and shall work with the Construction Management Team to ensure that cost estimates and schedules track these as well.

### **6.2 Other Coordination with the Construction Management Team**

#### **6.2.1 Cost estimates and milestone schedule**

The Design Team shall meet regularly with the Construction Management Team to provide information on the project. Supporting the Construction Management Team in developing a detailed cost estimate at the end of the schematic design task, and providing information for the Construction Management Team to establish a milestone construction schedule shall be completed during this task.

#### **6.2.2 Construction Phasing Plan**

The Design Team shall collaborate with and utilize the Construction Management Team's experience to establish a detailed construction phasing plan for the overall project. The Design Team shall then update the design schedule to reflect the construction phasing plan for the project and establish appropriate procedures for completing the overall project according to these phases.

#### **6.2.3 FTA Buy America and Buy America, Build America Requirements**

The Design Team shall at all times be aware of and coordinate with the Construction Management Team to ensure that all designs are consistent with the FTA's Buy America and Buy America, Build America requirements, and shall promptly make GoTriangle aware of decisions to be made that may potentially not be in compliance with these requirements.

### **6.3 Schematic design submittal**

The Design Team shall prepare a final overall schematic design package for GoTriangle review and approval. GoTriangle shall receive a drawing package indicating the construction phases and detailed refinement of the approved conceptual plans from Task 4. The final programming report shall also be provided to verify the schematic design meets all necessary GoTriangle goals for the project.

## 6.4 GoTriangle review

GoTriangle will review the schematic design submittal from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

<b>Deliverables</b>
<b>Schematic Building and Site Plans</b>
<b>Construction Phasing Plan</b>
<b>Programmatic Report</b>
<b>Milestone Quality Assurance Record</b>

## **Task 7      Design Development**

Design Development includes the final architectural and engineering design of the facility and the development of the detailing that will give the facility character and appearance. The plans and drawings prepared under this task shall be sufficiently detailed to define the construction of the individual spaces for the approved site plan and building layouts.

### **7.1 Final design**

The Design Team, in coordination with the Construction Management Team, shall begin to finalize the design of various building systems through the investigation of alternative systems that may be more energy- or cost-efficient and that could be integrated into the project. All system designs shall also conform to the Federal Transit Administration's Buy America requirements and to the requirements of the Build America, Buy America Act.

The systems included in Task 7 include, but may not be limited to, the following:

#### **7.1.1 Architecture**

Overall, this work item shall identify the architectural treatment proposed for the facility and shall provide a design that meets functional and aesthetic needs as well as applicable building codes, but shall enhance the surrounding area and create a positive visual impact.

#### **7.1.2 Structures and foundations**

Information on alternative foundation and structural systems shall be assembled and evaluated. Existing soils information and soils data obtained during earlier tasks shall be reviewed. Local, state and federal codes, regulations and requirements shall be considered to recommend the best system for the existing conditions. Based on this information, foundation and structural systems shall be evaluated relative to their responsiveness to the building operation, their economic merit and their long-term durability.

#### **7.1.3 HVAC**

Alternative HVAC systems shall be evaluated for the new facilities. The design for the facility should emphasize energy conservation to minimize annual HVAC costs by use of insulation, programmed thermostats, makeup air systems, localized unit heaters, spot heating by means of radiant panels or a combination of these or other methods.

Similar considerations shall be given to the removal of vehicle exhaust gases, providing industry standard solutions to ensure employee safety, energy efficient operations during both hot and cold climates, and system maintenance.

#### **7.1.4 Plumbing**

Various piping systems shall be introduced in this project. Aside from conventional domestic hot and cold water systems and drainage systems for shops and toilet/locker areas, certain specialty systems shall be considered for inclusion in the design. Examples of such systems include the following:

- Oil/water separators for discharging the drainage to the site system shall be required in the vehicle servicing and maintenance areas.
- Sand interceptors shall be provided on the drainage system for areas where vehicles will be washed.
- Compressed air system shall be designed suitable for plant usage.



### **7.1.5 Fire protection**

Automatic or manual deluge systems with associated fire detection systems shall be designed in high hazard areas. In addition, carbon dioxide or valve fire suppression systems shall be designed in areas critical to the bus operating systems.

### **7.1.6 Maintenance equipment**

Major equipment items required for the new facility shall be finalized with GoTriangle personnel. A list is to be developed indicating the equipment, including specifications and cut sheets, necessary to carry out all required functions. The list also shall identify any existing owned/leased equipment to be incorporated into the new facility. Any long-lead items, as well as shorter-term alternates, shall be identified by the Design Team as part of this task.

### **7.1.7 Electrical**

Lighting systems shall utilize energy-efficient, high-intensity discharge light sources wherever practical. Site power distribution systems and voltage levels shall be analyzed on the basis of site distribution requirements for the purpose of economical first costs and operating costs. The interior power distribution systems design shall be based upon flexibility and economics. Plug-in bus ducts in shop areas shall be considered for ultimate flexibility.

### **7.1.8 Life safety systems**

The identification of requirements for life safety systems and the preliminary design of those systems shall be undertaken as part of this work item. Fire alarm systems shall be investigated and appropriate systems recommended for inclusion in the design. Other related work shall include coordination of alarm panels with emergency power and radio communications systems. All systems shall be designed in accordance with the all applicable codes and regulations including the ADA.

### **7.1.9 Site and utilities**

Work under this discipline shall include the development of site geometry for the BOMF as well as the new employee parking lot, the preparation of contract drawings for access points, site grading, pavement design, utilities, drainage, underground tanks, fencing, curbing and connections to existing utilities. The site drawings shall present placement of curbs, driveways, street improvements, sidewalks, fencing, gates and other security and safety features. Utility coordination, connection and interface shall be an important aspect of this subtask.

## **7.2 Design development documents**

The following is a preliminary listing of the work items to be developed in the design development task:

- horizontal and vertical control (all conveyance types)
- grading plans
- site plans
- utility plans
- foundations
- elevations and cross-sections
- landscape
- structural
- architectural
- mechanical (HVAC) plans
- plumbing plans
- electrical schematic plans

- equipment layouts
- details
- landscape
- civil
- specialties
- finishes
- life safety
- security
- communications

## **7.3 Other Coordination with Construction Management Team**

### **7.3.1 Grant Scope Tracking**

The Design Team shall ensure the drawings and documentation clearly define and track scope elements according to their respective grant funding, and shall work with the Construction Management Team to ensure that cost estimates and schedules track these as well.

### **7.3.2 Outline specifications**

In addition to the plans and drawings provided under this task, outline specifications for systems and equipment shall be developed for review by GoTriangle. The outline specifications shall be prepared in collaboration with the Construction Management Team, and shall illustrate materials proposed for use, interior finishes, applicable codes and standards and methods of construction. Any long-lead items shall be identified, together with alternates, at this time.

### **7.3.3 Cost estimates and milestone schedule**

The Design Team shall meet regularly with the Construction Management Team to provide information on the project, and shall promptly respond to requests from the Construction Management Team for support in developing detailed cost estimate(s) as required during the design development phase, and providing information for the Construction Management Team to maintain the milestone construction schedule.

### **7.3.4 FTA Buy America and Buy America, Build America Requirements**

The Design Team shall at all times be aware of and coordinate with the Construction Management Team to ensure that all designs and specifications are consistent with the FTA's Buy America and Buy America, Build America requirements, and shall promptly make GoTriangle aware of decisions to be made that may potentially not be in compliance with these requirements.

### **7.3.5 Construction Phasing**

The Design Team shall collaborate with and utilize the Construction Management Team's experience to refine the construction phasing plan for the overall project. The phasing of the construction shall likely require packages of work to be developed and released for construction prior to the full design of the facility being complete. The design team shall work with the Construction Management Team and GoTriangle to set a reasonable schedule for these activities, while continuing to advance the overall design of the project.

## 7.4 GoTriangle Review

GoTriangle will review the design development submittals from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

<b>Deliverables</b>
<b>Overall Design Development Drawings</b>
<b>Updated construction phasing plan</b>
<b>Individual drawing packages necessary for construction phasing</b>
<b>Outline Specifications</b>
<b>Milestone Quality Assurance Record</b>

## **Task 8      Contract Documents**

The Design Team's work under Task 8 shall include the completion of all construction contract documents in conformance with the previously approved preliminary design plans that shall permit construction contractors to bid competitively. Continuous coordination with GoTriangle shall be maintained throughout the design phase to reduce time required for detailed reviews. Milestone reviews shall be scheduled at 60 and 90 percent completion; however, the continual coordination mechanisms in place shall allow the Design Team to continue work as the documents are being reviewed.

NOTE: 60 and 90 percent submittals are traditional milestones in the development of contract documents; however, GoTriangle may schedule other design submittal reviews at selected completion points in the final design. This will likely be necessary due to the construction phasing requirements of this project. At all submittal points, GoTriangle will respond in writing to the Design Team with comments and revisions for incorporation into the work.

### **8.1 Contract documents**

Contract bid documents shall provide complete descriptions of work involving the architectural, civil, structural, mechanical, electrical, special systems, interior design, landscaping components and all other drawings noted in the design development task for the proposed improvements. The documents shall describe, locate and dimension, as well as give the physical properties, workmanship requirements, performance characteristics and other pertinent information relating to each component. Any required construction methodology and sequencing as well as special provisions due to phasing requirements shall be described. All contract documents shall also include and be consistent with all applicable FTA contracting requirements, including Buy America and Buy America, Build America requirements.

Contract drawings, specifications, cost estimates and project schedules shall be submitted at the 60 and 90 percent completion points for GoTriangle review and approval.

The design disciplines are described below:

### **8.2 Architectural and interior design**

This task shall provide a design that meets the facility's functional and aesthetic needs, as well as applicable national, state and local building codes, as well as the requirements of the ADA. The drawings shall present security, building maintenance, graphics and future flexibility, and reflect a sensitivity to the proposed location of the facility. These work elements shall culminate in the preparation and completion of the final architectural contract drawings.

#### **8.2.1 Site, civil and utility design**

Work under this discipline completes the development of site geometry, the preparation of contract drawings for access points as they interface within the master plan of the area, site grading, pavement design, utilities, drainage, and provisions for underground or aboveground tanks, fencing, curbing and connections to existing utilities. The site drawings shall present placement of curbs, driveways, street improvements, sidewalks, fencing, gates and other security and safety features.

### **8.3 Landscape design**

The materials selected to landscape the perimeter of the complex shall be chosen to ease the visual impact of the hard surfaces of the facility and present a pleasing appearance.

## **8.4 Geotechnical design**

Recommendations on foundation types, as well as bearing capacity and settlement characteristics of the soil contained in the subsurface investigation report, shall be utilized to design foundations for various structures. Soils and subsurface information shall have been completed, reviewed and evaluated to design foundations requiring special consideration during construction.

## **8.5 Structural engineering**

This discipline shall design the facility's structural system based upon applicable codes and site conditions, perform the building foundation design, and design supports for the specialized equipment to be placed in this facility, as well as upgrading of the building slabs in the existing facility. The design shall meet all applicable codes, regulations and requirements for fire and safety.

## **8.6 HVAC and energy conservation systems**

Work under this discipline shall include the finalization of the design for heating, ventilating and air conditioning for the different parts of the building based upon applicable codes as well as the unique design conditions presented by the facility.

### **8.6.1 Electrical engineering**

Electrical design work shall include finalization of power and lighting requirements and design of an efficient electrical distribution system for a new facility. Other related work shall include design for gas detection, fire alarm systems, life/safety, emergency power, and security and communication systems. The work shall include power and electrical requirements for maintenance and servicing equipment, the HVAC system and other mechanical systems.

### **8.6.2 Maintenance equipment specifications**

Based on the finalized list of shop equipment approved during the design development task, equipment available from various manufacturers shall be finalized, and detailed specifications and required interface drawings shall be prepared. Long-lead items shall be identified within this scope.

Specifications for the entire facility shall be developed following the CSI format and in coordination with Construction Management Team. A set of construction specifications, together with the standard bidding and contract documents, general conditions and special provisions, including those required by GoTriangle and by federal, state, and local laws, regulations, and other requirements shall be prepared. Where applicable, standard specifications shall be utilized — particularly for the site work items. Long-lead items shall also be identified as part of this subtask.

## **8.7 Other Coordination with Construction Management Team**

### **8.7.1 Grant Scope Tracking**

The Design Team shall ensure the drawings and documentation clearly define and track scope elements according to their respective grant funding, and shall work with the Construction Management Team to ensure that cost estimates and schedules track these as well.

### **8.7.2 Construction cost estimates and schedule**

The Design Team shall meet regularly with the Construction Management Team to provide information on the project. Supporting the Construction Management Team in developing detailed cost estimate(s) as required during the construction documentation phase, and providing information for the Construction Management Team to maintain the milestone construction schedule shall be completed during this task.

### **8.7.3 Construction Phasing**

The design team shall collaborate with and utilize the Construction Management Team’s experience to refine the construction phasing plan for the overall project. The phasing of the construction shall likely require packages of work to be developed and released for construction prior to the full design of the facility being complete. The design team shall work with the Construction Management Team and GoTriangle to set a reasonable schedule for these activities, while continuing to advance the overall design of the project.

### **8.8 Permitting and review**

The Design Team shall review the design with GoTriangle, the Construction Management Team, and the appropriate departments and other agencies having jurisdiction within the locale to obtain the necessary development permits for the new facility. The design shall also be reviewed with suppliers of utility services, as necessary, to develop the construction documents and obtain permits. The Design Team consultant shall coordinate and furnish documentation required for approvals, permits, utility service and connections, and the relocation of existing utilities and other facilities.

The Design Team shall submit the construction documents to the Planning Department, Building Department, and other agencies having jurisdictional authority over the project for permit review and approval, and shall assist GoTriangle and the Construction Management Team in obtaining all necessary approvals. Following receipt of comments from the various reviewing agencies, the Design Team shall make all necessary revisions to the documents, resubmit them to the permitting authorities and support the Construction Management Team as necessary until all required permit approvals have been secured.

### **8.9 GoTriangle Review**

GoTriangle will review the contract documents submittal from the Design Team and provide comments for incorporation into the final documents prior to authorizing that the project be let for bidding.

<b>Deliverables</b>
<b>60 Percent Drawings and Specifications Package(s)</b>
<b>90 Percent Drawings and Specifications Package(s)</b>
<b>Permitting Applications and associated Documentation</b>
<b>Milestone Quality Assurance Record</b>

## **Task 9      Construction Phase Services**

During the construction phase, the Design Team shall provide the following services to assist with the completion and occupancy of the new operations and maintenance facility.

As phases of the project become ready for construction, the Design Team shall support the Construction Management Team, continue to advance remaining phases of the project still in design, and provide comprehensive reports on the overall project.

### **9.1 E-Builder**

The Design Team shall work with GoTriangle staff to develop processes utilizing E-builder to track and report sub-tasks for the construction phase services.

Note: Task 1.2.4 requires all formal project deliverables and quality records to be submitted via E-Builder.

### **9.2 Bid phase services**

As requested by the Construction Management Team, the Design Team shall support the Construction Management Team in the bidding phase of the work by providing the following services and/or supporting the Construction Management Team's role to deliver these items:

- Pre-bid conference(s): Schedule and conduct contractor pre-bid conference(s) and site visit(s).
- Long-lead items: Identify items with long lead times and propose alternates for consideration.
- Respond to questions: Answer questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period.
- Addenda: Prepare addenda to the contract documents, as required.
- Review bids: Review contract bids for conformance with the contract drawings and specifications, and evaluate bids and make recommendation for contract awards.
- Analyze substitutions: Analyze substitutions request and recommend disposition.

### **9.3 Shop drawings review**

The Design Team is responsible for coordinating through the Construction Management Team the creation of and review and approval of shop drawings, erection drawings, requests for substitutions, samples, manufacturer's specifications and catalog cuts submitted by the contractors as required by the contract documents. Reviews shall be completed and results provided to the Construction Management Team within ten business days of submission or such other time as shall be agreed upon between the parties.

### **9.4 Attending Construction Meetings**

As requested and scheduled by the Construction Management Team, or at the request of GoTriangle, the Design Team's project manager, project architect/engineer or other key members shall attend and participate in regularly scheduled construction meetings during the construction period and provide advice and guidance as necessary.

### **9.5 Requests for information**

As requested by GoTriangle or the Construction Management Team, the Design Team shall investigate and consult on problems or conditions encountered during construction; prepare supplementary sketches for resolution thereof; review construction engineering proposals submitted by the Construction Management Team; and interpret plans and specification requirements. The Construction Management Team will submit Requests for Information (RFIs) to the Design Team in writing, and the Design Team shall respond to RFIs in writing, with a copy forwarded to GoTriangle, by not later than 10 business days after receipt, unless another timeframe is agreed to between the Construction Management Team and the Design Team.

## **9.6 Periodic observations**

Key members of the Design Team shall visit the project site on a regular basis to observe construction activity and to determine if the project is being constructed consistent with the approved design. They shall promptly advise GoTriangle of any discrepancies. If anyone within the Design Team becomes aware of any defect in the work or becomes aware of any work that is not being performed in accordance with the construction documents, they shall provide immediate written notification to GoTriangle and to the Construction Management Team.

## **9.7 Equipment testing and startup**

The Design Team shall review selected items of service and maintenance equipment to be installed in the new facility. Manufacturer's specifications and catalog cuts submitted by the Construction Management Team and suppliers shall be reviewed for compliance with the specifications. Experienced staff members shall also provide assistance during testing of specialized service and maintenance equipment and recommend final acceptance.

## **9.8 Final inspections and certificate of occupancy**

As requested by GoTriangle, members of the Design Team shall conduct a pre-final inspection in conjunction with GoTriangle to assist in developing a punch list of work items required to complete the project. Upon rectification of the punch list items, the Design Team and GoTriangle shall conduct a final inspection. If a final Certificate of Occupancy is received, move-in may occur at GoTriangle's discretion. If a temporary Certificate of Occupancy is received, then the final inspection by the Design Team shall be postponed until corrective work is completed.

## **9.9 Optional post-construction services**

### **9.9.1 Optional resident inspection/construction management services**

Should GoTriangle determine that onsite construction inspection and construction management services are required for the project, the Design Team shall provide a resident inspector/construction manager to monitor daily progress on the project.

The duties of the resident inspector/construction manager shall include, but may not be limited to, the following:

- Review all CMAR pay requests, change orders, field orders, claims for additional time and other such data and recommend the appropriate response for GoTriangle action.
- The construction manager shall recommend the rejection of all work observed by the Design Team personnel during the above site inspections that, in its opinion, does not conform to the contract documents.
- Provide a construction punch list and with GoTriangle conduct a punch list walk-through prior to signing off on the Certificate of Substantial Completion for each of the structures. The punch list shall identify all work items that must be corrected or completed.
- Produce field observation reports.
- Maintain a submittal log.
- Maintain a daily progress log, including weather observations.
- Maintain record drawings.

### **9.9.1 Facility maintenance plan**

At GoTriangle's request, the Design Team shall prepare a preventive maintenance plan for the new facility that shall identify the maintenance requirements of all building components, systems and equipment that



need to be maintained on a regular basis and the frequency of maintenance required. Specifically the work includes the following:

- Identifying all building components, systems and equipment requiring maintenance.
- Reviewing the list of items identified above to determine the availability of resource data for each item.
- Reviewing all available resource data, including the O&M manuals, installation manuals, shop drawings, warrant information, product data and nameplate information.
- Identify all periodic inspection and maintenance requirements for each item.
- Develop detailed facility maintenance standards and procedures, which shall clearly define maintenance personnel responsibilities.
- Develop a work order system to effectively monitor preventive maintenance activities.
- Identify maintenance task intervals to provide a basis for facility maintenance master schedule.
- Provide computer-based facility maintenance program software to automate the work orders and master schedule.
- Provide all of the above described items in an organized facility maintenance system operating manual.
- Provide onsite startup assistance and training to familiarize maintenance personnel with the system.

### **9.9.2 Warranty review**

At GoTriangle’s election, at eleven months after substantial completion (and one month before the end of the one-year warranty period expires), the Design Team shall conduct a warranty inspection for the purpose of identifying any items of work that need to be corrected under the warranty. The Design Team shall work with GoTriangle as necessary to ensure that the work is corrected in a timely manner.

### **9.9.3 Closeout Procedures**

At GoTriangle’s election, the Design Team shall develop detailed procedures and documents for the project closeout process. These procedures shall include inspection, testing, commissioning, operations and maintenance procedures and guidelines or any other required activities and documentation to ensure the scheduled delivery and acceptance of the facility’s operational readiness.

## **9.10 Optional sustainability commissioning services**

If the facility is proposed for sustainability certification, the consultant at GoTriangle’s election shall engage a third-party contractor to assemble all sustainability documentation and supporting data; provide the necessary certification documentations with the U.S. Green Building Council, Green Globes, Energy Star, or other appropriate GoTriangle; and provide all necessary additional supporting documents as required to achieve the desired certification level. The commissioning agent shall also test the building systems, compile the data supporting the design and certification, and provide it to GoTriangle. The firm shall prepare the submission documentation for GoTriangle review and approval; upon receipt of GoTriangle approval, the firm shall execute the submission documentation on GoTriangle’s behalf and, if directed by GoTriangle, submit the documentation to the relevant commissioning authority(ies).

<b>Deliverables</b>
<b>E-Builder shop drawing review log</b>
<b>E-builder RFI response log</b>
<b>E-builder construction meeting minutes</b>
<b>E-builder field observation reports</b>
<b>E-Builder preliminary and final punch lists</b>
<b>Certificate of Occupancy</b>

<b>Task 9 – Optional Services</b>
<b>Optional – Resident Inspection/Construction Management Services</b>
<b>Optional -- Facility maintenance system operating manual</b>
<b>Optional – Warranty review</b>
<b>Optional – Closeout Procedures</b>
<b>Optional -- Sustainability commissioning services</b>

### **3.4 Anticipated Project Schedule**

It is anticipated that the work to be performed under any contract negotiated as a result of this Request for Qualifications will begin within two weeks of the issuance of a Notice to Proceed (NTP) and will be completed approximately 3 years after the issuance of a Notice to Proceed (NTP). GoTriangle expects to issue an NTP by not later than February 2025. Delivery date for individual deliverables to be produced under the contract will be negotiated and agreed to between the parties during the course of the work.

### **3.5 Provided Exhibits**

Additional materials on the existing conditions and background of the project are listed below and can be downloaded at GoTriangle's procurement portal at <https://gotriangle.org/request-qualifications-rfq>:

- **Exhibit A - GoTriangle BOMF – Building Additions – 2008.pdf**
- **Exhibit B - GoTriangle BOMF – Pavement Package – 2013.pdf**
- **Exhibit C - GoTriangle BOMF – Site Additions – 2008.pdf**
- **Exhibit D - GoTriangle BOMF – Space and Efficiency Assessment 2019.pdf**
- **Exhibit E - GoTriangle RFFS – BOMF Expansion – Building and Site Program.pdf**
- **Exhibit F - GoTriangle RFFS – BOMF Expansion – Conceptual Design.pdf**
- **Exhibit G - GoTriangle RFFS – BOMF Expansion – Estimate Assumptions Clarifications.pdf**
- **Exhibit H - GoTriangle RFFS – BOMF Expansion – Estimate of Probable Cost.pdf**
- **Exhibit I - GoTriangle RFFS – BOMF Expansion – Project Schedule.pdf**
- **Exhibit J - GoTriangle RFFS – BOMF Expansion – Vicinity Map.pdf**

### **4.0 Statement of Qualifications Preparation and Submittal**

The following instructions are for the preparation and submission of Statements of Qualifications (SOQ). Submitter(s) are instructed to read the entire Request for Qualifications (RFQ) document, including all attachments, prior to submitting questions and/or preparing the SOQ.

Statements of Qualifications are expected to follow the detailed SOQ preparation instructions in this RFQ fully and carefully. Omission of any information required by the SOQ submission requirements, or the failure of an SOQ to comply in any other way with these instructions, may be grounds for exclusion of the SOQ from further consideration. GoTriangle will rely on the information provided by Submitters to evaluate SOQs. Each Submitter is responsible for the accuracy and completeness of its SOQ.

### **4.1 Statements of Qualifications Submission and Submission Deadline**

**All Statements of Qualifications (SOQs) will be received until 3:00 p.m. EST on December 6, 2024 at the following address:**

**For Delivery by US Mail, Personal Delivery or Courier/Delivery Service, address envelope/package to:**

**GoTriangle  
4600 Emperor Blvd, Suite 100**

**Durham, NC 27703**

**Attn: William Bryant**

**Statements of Qualifications received after this time and date will not be accepted and will be returned unopened.** Submitters are therefore strongly encouraged to plan ahead and leave ample time to prepare and timely submit their Statement of Qualifications. **GoTriangle reserves the right to postpone the SOQ due date at its sole discretion and for its own convenience.**

Questions regarding the RFQ shall be directed to William Bryant, Interim Procurement Manager at [wbryant@gotriangle.org](mailto:wbryant@gotriangle.org). GoTriangle reserves the right to reject any or all SOQs.

The SOQ Submittal shall include one (1) original unbound copy, five (5) bound copies and one (1) copy on a thumb drive. Statements of Qualifications shall be submitted in a sealed box or envelope that is clearly labeled with the Submitter's name and “**RFQ 24-048 -- GENERAL ENGINEERING CONSULTANT SERVICES FOR THE BUS OPERATIONS AND MAINTENANCE FACILITY (BOMF) MODERNIZATION AND EXPANSION PROJECT**”. Failure to include any requested information may result in the elimination of a Submitter’s SOQ 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. Statements of Qualifications submitted by facsimile or e-mail will not be accepted. If any changes in the Scope of Work are developed, GoTriangle reserves the right to negotiate these changes during contract negotiations with selected firms.

Failure to follow the above instructions may result in a Submitter’s Statement of Qualifications being rejected and eliminated from consideration for contract award.

## **4.2 Questions and Clarifications**

**4.2.1** It is the desire of GoTriangle to provide the same information to all interested parties to ensure fairness and impartiality in the procurement process. Therefore, GoTriangle **will not** respond to telephone inquiries or personal visits regarding this solicitation.

If any Submitter believes that these instructions, the Statement of Work, or any other aspect of this solicitation contains an error, omission, or are otherwise unsound, the Submitter shall immediately notify the Procurement Officer in writing via email with supporting rationale, as well as the remedies the Submitter is asking the Procurement Officer to consider as related to the omission or error. Submitters shall direct these and any other questions regarding this RFQ to Mr. William Bryant, Interim Procurement Manager, in writing via email at [wbryant@gotriangle.org](mailto:wbryant@gotriangle.org).

To ensure a timely response, **all questions regarding this RFQ, including any of a technical nature, must be made through Mr. Bryant and received by GoTriangle at [wbryant@gotriangle.org](mailto:wbryant@gotriangle.org) by not later than 3:00 p.m. EDT on November 15, 2024.**

Responses to questions, and/or RFQ addenda (see below), will be posted on the GoTriangle website at <https://gotriangle.org/request-qualifications-rfq>. All parties who have previously downloaded a copy of the RFQ document will be notified via e-mail that an inquiry and response have been posted to the GoTriangle website.

Answers to questions, or directives to Submitters regarding the SOQ process by any GoTriangle employee other than Mr. Bryant, and/or verbal answers to questions from any GoTriangle staff member including Mr. Bryant, shall not be binding on GoTriangle.

A valid e-mail address must be provided upon download of the RFQ document in order for GoTriangle to notify Submitters of the availability of a response to a request for clarifications. GoTriangle shall not be responsible for Submitters failing to receive notification of the availability of such responses if an invalid e-mail address or no e-mail address was provided to GoTriangle.

**4.2.2 Non-Contact Provision**

Interested firms are prohibited from contacting any GoTriangle official or employee concerning this project during the course of the solicitation, interview, negotiations, pre-contracting, or other process of this RFQ, except to participate in the pre-submission meeting, and to submit questions as instructed in this RFQ. Any such contact shall be grounds for disqualification of any firm that may have initiated such contact.

**5.0 Addenda to the Solicitation**

Any changes to this RFQ document will be made by written addenda issued by GoTriangle. Upon issuance, each addendum will be considered part of the RFQ document and will prevail over inconsistent or conflicting provisions contained in earlier versions of the RFQ documents. Addenda will be available for download from the GoTriangle website in the same manner as the RFQ document at <https://gotriangle.org/request-qualifications-rfq>. All Submitters that downloaded the RFQ will be notified via e-mail that an addendum is available for download. This process will be repeated each time an addendum is posted to the GoTriangle website.

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

Submitters shall acknowledge their receipt of all addenda in the Cover Letter submitted with their SOQ submissions, with each addendum received listed and acknowledged separately. As with other required documentation, proposals that fail to provide a detailed listing and acknowledgment of addenda received may be excluded from further consideration for this solicitation. GoTriangle will provide the final solicitation addendum, if any, a minimum of five (5) working days prior to the Statement of Qualifications due date.

**A revised due date for Statements of Qualification, if applicable, will be stated in each addendum.**

**6.0 Schedule of Events**

The selection process will proceed as outlined below.

This schedule is subject to revision by addenda to this RFQ.

<i>DATE</i>	<i>EVENTS</i>
<b>October 22, 2024</b>	<b>RFQ for Prequalification distributed and posted to GoTriangle website</b>
<b>November 1, 2024 10:00am</b>	Non-mandatory pre-submission conference at GoTriangle’s Bus Operations and Maintenance Facility (BOMF) located at 5201 Nelson Rd, Morrisville, NC 27560. Interested parties may attend in person or virtually via Microsoft Teams. At the conclusion of the meeting on-site attendees will be provided with the opportunity to walk through the site.

<b>November 15, 2024 3:00 PM EST</b>	All questions regarding the solicitation <b>must</b> be received in writing by e-mail only addressed to William Bryant at <a href="mailto:wbryant@gotriangle.org">wbryant@gotriangle.org</a> by not later than this date and time
<b>November 22, 2024 3:00 PM EST</b>	Date by which responses to all questions received will have been posted on the GoTriangle web site. All firms that have previously registered and downloaded the RFQ documents from the GoTriangle web site will be notified via e-mail of the availability of responses/addenda.
<b>December 6, 2024 3:00 PM EST</b>	<b><u>Statements of Qualifications (SOQs) addressed to William Bryant at GoTriangle, 4600 Emperor Blvd, Suite 100, Durham, NC 27703 due. SOQs received after this date and time will not be accepted and will be returned to submitters unopened.</u></b>
<b>No later than December 20, 2024</b>	Selection Committee conducts initial review of all submitted SOQs and selects a shortlist of at least three (3) firms whose qualifications and experience make them the most qualified to provide services for the Project.
<b>January 8-10, 2024</b>	Selection Committee conducts interviews with shortlisted firms and provides the Interim Procurement Manager with a rank order of the shortlisted firms.
<b>January 13 – February 14, 2024</b>	Contract Proposal Development and Negotiations -- The Interim Procurement Manager attempts to negotiate a contract and fee for the Project with the highest ranked of the shortlisted firms. If negotiations are successful, the Interim Procurement Manager makes a recommendation for Contract Award to the GoTriangle President/CEO and Board of Trustees, if required. If negotiations with the highest ranked firm are unsuccessful, the Interim Procurement Manager opens negotiations with the next ranked firm and so on until agreement on a contract and fee is reached. If agreement cannot be reached with any of the shortlisted firms, the Interim Procurement Manager, in consultation with the GoTriangle General Counsel, will determine next steps in accordance with relevant law and regulation and issue an addendum documenting GoTriangle's decision. This addendum, if needed, will be posted to GoTriangle's website at <a href="https://gotriangle.org/request-qualifications-rfq">https://gotriangle.org/request-qualifications-rfq</a> .
<b>March 28, 2025 (tentative)</b>	Assuming contract and fee negotiations with a shortlisted firm are successful, target date for Contract Execution and issuance of a Notice to Proceed with the successful Submitter.

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

## **7.0 Pre-Submission Conference**

See the *Schedule of Events* above for the date and time of any Pre-Submission Conference scheduled for this RFQ. Any such meeting will be held at the BOMF with an option to attend virtually via Microsoft Teams.

## **Microsoft Teams**

[Join the meeting now](#)

Meeting ID: 283 912 415 29

Passcode: bsqeS2

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### **Dial in by phone**

[+1 252-210-4099,,431116990#](#) United States, Rocky Mount

[Find a local number](#)

Phone conference ID: 431 116 990#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

The GoTriangle Interim Procurement Manager and the BOMF Project Manager will present details about the project and submittal requirements and be available to answer questions. The pre-proposal meeting is for information only; Contractor attendance is not mandatory; however, interested firms are strongly encouraged to attend. Please contact the Interim Procurement Manager, William Bryant, if accommodations must be made for persons with disabilities. Minutes of the meeting will not be taken.

At the conclusion of the Pre-Submission Conference on-site attendees will be provided with the opportunity to walk through the site.

## **8.0 Contents of Submission and Selection Process**

### **8.1 SOQ Content**

The SOQ shall, at a minimum, include the information identified in this Section and comply with the cited page limitations for each section of the SOQ. Page limitations identified refer to one side of a page. Clear and effective presentation of information is preferred. Elaborate decorative, extraneous, and non-recyclable materials are strongly discouraged. The submittal shall be in printed on 8.5' x 11" paper. The cover sheet shall clearly present the project title, the submitting firm's name, and the RFQ number and title. All printing, except for the front cover of the proposal and the SF330-21 text fields, shall be in Times New Roman, 11-point font.

Submitters will only be evaluated on the information contained within the page limitations set forth for each section and on the SF330-21. Information shall be presented in a simple, clear, and concise way and be organized in the manner and sequence in which the information is requested in this document. Submitters are urged to include only information that is relevant to this specific RFQ so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ and emphasize the firm's demonstrated capability to provide services of this type. Additional information that exceeds the prescribed page limitations will not be evaluated. Failure to include any requested information or presenting the requested information in a format or order other than that directed herein, may result in the elimination of an SOQ from consideration for contract award.

GoTriangle reserves the right to request any additional information which, in its sole opinion, is necessary to ensure that, among other things without limitation, the Submitter's business organization, technical and managerial competence, and financial and other resources are adequate to perform according to the contract contemplated by this RFQ. By submission of an SOQ, the Submitter acknowledges that representatives of GoTriangle have the right to make any inquiry or investigation they deem appropriate to substantiate or supplement information contained in the SOQ and, if requested, the Submitter shall authorize in writing the release to GoTriangle of any and all information sought in such inquiry or investigation. Failure to provide or so authorize the release of any such information requested by GoTriangle may result in the disqualification of the Submitter's SOQ from further consideration.

The SOQ shall include the following:

**8.1.1 Cover Letter (not to exceed 3 pages)**

Provide a Cover Letter stating the business name, address, business type (e.g., corporation, partnership, joint venture) and roles of the Submitter and/or members of its team (firm and/or group of firms comprising the prime/subconsultant team). Identify one contact person from the prime Submitter's organization and his or her address, telephone and fax numbers, and e-mail address. This person shall be the single point of contact on behalf of the Submitter organization/team, responsible for correspondence to and from the organization/team and GoTriangle. GoTriangle will send all Project-related communications to this contact person. An authorized representative of the Submitter organization must sign the letter. If the Submitter is a joint venture, an authorized representative of each of the joint venture members must sign the letter. If the Submitter is not yet a legal entity, each of the Major Participants must sign the letter. The letter must certify the truth and correctness of the contents of the SOQ. The Cover Letter shall also include the Submitter's acknowledgment of all addenda to the RFQ document, if any, and **each addendum must be identified individually in the letter.**

**8.1.2 A statement describing any judgments against the Submitter (including the prime and subcontractors or other team members, if any) within the last five (5) years, or pending litigation, related to professional conduct or services (no page limit).**

**8.1.3 Prospective Contractor Responsibility Statement (NTE three (3) pages each for the prime Submitter and for each named subcontractor or other team member, if any)**

To be determined responsible, a prospective contractor must, among other things:

- a) Have adequate financial resources to perform the contract, or the ability to obtain them;
- b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c) Have a satisfactory record of integrity and business ethics;
- d) Have the necessary organization, accounting and operational controls, and technical skills, or the ability to obtain them;
- e) Have the necessary...equipment and facilities, or the ability to obtain them; and
- f) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Submitters and each of its team members, if any, shall provide a brief narrative that addresses how it meets each of the above responsibility criteria.



#### **8.1.4 Standard Form 330 (REV. 7/2021) (SF330-21) (Attachment I)**

The Submitter shall complete the U.S. General Service Administration's Standard Form (SF) 330 (REV. 7/2021) that is included with and is a material part of this RFQ (see Attachment I). **A fully completed and signed SF330-21 is required for the prime contractor or joint/venture partnership and for each subcontractor or other team member, if any.** Except as may be modified herein, Submitters shall follow the instructions included on the SF330-21 when filling out the form. The information required by this form will be used in the qualitative assessment of the SOQ. GoTriangle will use the information provided in the SF 330-21(s) to evaluate the capabilities of the Submitter's organization/team to effectively deliver the Project. -21

Submitters shall pay particular attention to Section H of the SF330-21, entitled "Additional Information." Additional information on the requirements for this section are provided in Section 8.4 below. The total length of Section H, including the page included as Item 30 of the SF330-21, shall not exceed twenty (20) pages in length.

**8.1.5** Copy of "Designer(s) of Record's" current North Carolina Architectural and/or Engineering license(s) as appropriate for its/their portion of the design work.

**8.1.6 Minimum Insurance Requirements (Attachment A)**

**8.1.7 Submittal Form Proposer Information and Signature(Attachment B)**

**8.1.8 E-Verify Form (Attachment C)**

**8.1.9 Certificate Regarding Conflict of Interest Form (Attachment D)**

**8.1.10 Iran Divestment Act Form (Attachment E)**

**8.1.11 Companies Boycotting Israel Divestment Act Form (Attachment F)**

**8.1.12 Federal Requirements (Attachment G)**

**8.1.13 RFQ Response Checklist (Attachment H)**

**8.1.14 Standard Form 330 (REV. 7/2021) (SF330-21) (Attachment I)**

## **8.2 Selection Process**

### **8.2.1 Receipt of Statements of Qualifications**

Only Statements of Qualifications that are received at GoTriangle's Administrative Offices at the address indicated above by not later than **3:00 p.m. EST on December 6, 2024** and that contain all of the components described in Section 8.1 (SOQ Content) of this RFQ document will be evaluated by the Selection Committee. GoTriangle will not accept any SOQs or supplemental information (unless requested by the Selection Committee) after the submission deadline.

### **8.2.2 Selection Procedures**

GoTriangle has established a three-phase procurement process to select a GEC to design the Bus Operations and Maintenance Facility (BOMF) Modernization and Expansion Project. This process is for the purpose of ensuring that design consultants are selected in a fair and uniform manner, that those selected for work are qualified and experienced in designing the type of facilities desired, and to ensure that every qualified design consultant has the opportunity to be considered for providing professional services for the Project.

**8.2.2.1 Phase One – Request for Qualifications:** This Request for Qualifications package has been made available at <https://gotriangle.org/request-qualifications-rfq> for download by interested firms. It may also be sent to other firms known to GoTriangle as potentially having the capability to perform the work, or that have previously expressed interest in being considered for providing design services for this type of project.

GoTriangle will assemble a committee of GoTriangle stakeholders to review the responses to this Request for Qualifications. SOQs will first be reviewed for completeness and inclusion of the components specified in Section 8.1 of this RFQ document. The absence of any required information may result in exclusion from further analysis. GoTriangle may waive any clerical mistakes or permit the correction of minor informalities or irregularities in any SOQ that do not prejudice other Submitters, and it reserves the right to reject any or all SOQs, and/or to re-advertise for new SOQs.

The Selection Committee will make such reviews and investigations and conduct such discussions among themselves as it considers necessary and appropriate for the initial evaluation of the SOQs received. The Committee will select a short list of at least three (3) firms that in their judgment are the most highly qualified and experienced to successfully deliver the BOMF Modernization and Expansion Project and will forward their written recommendations to the GoTriangle Interim Procurement Manager. Firms making the shortlist will then be requested to participate in an interview with the members of the Selection Committee.

**8.2.2.2 Phase Two – Shortlist Presentations and Interviews:** Separate interview sessions will be scheduled with each of the shortlisted Submitters (firms and/or groups of firms comprising the prime/subcontractor team) to permit Selection Committee members to further evaluate each firm's qualifications and experience. Each shortlisted firm will be notified in writing and informed of a place and time for the interview session.

The time allotted to each firm for the interview will not exceed 90 minutes which includes: 10 minutes for setup, 30 minutes for a proposer presentation, 45 minutes for Committee questions and Submitter responses, and 5 minutes for knockdown. The presentation may be in electronic form (PowerPoint or similar) or involve flip charts or boards along with oral presentation. GoTriangle has electronic AV equipment (projector/monitor, laptop) but firms should be prepared in case of technical malfunctions with the equipment. All members of the Selection Committee will be present during all of the presentations and interviews.

At the conclusion of the interviews, each member of the Committee will complete his/her independent reviews, and after reference checks of each shortlisted Submitter are conducted, a meeting will be convened by the Committee. This meeting is intended to obtain a clear understanding and consensus on the strengths, weaknesses, deficiencies, and risks of each Submitter, and of the Committee members' level of confidence that each Submitter will be successful in performing the contract. Committee members are expected to share their reasons for their assessments of each SOQ, and they may make changes to their own assessments based on the discussions in this meeting. At the conclusion of this meeting, the Chairperson will submit a consensus rank order of the three (3) shortlisted Submitters to the GoTriangle Interim Procurement Manager. If the Committee cannot reach a consensus, individual scores shall determine the final scores and ranking.

**8.2.2.3 Phase Three – Contract and Fee Negotiation:** Following receipt of the Selection Committee's shortlist rankings, the GoTriangle Interim Procurement Manager and BOMF Project Manager will first attempt to negotiate a contract and reasonable fee with the first ranked Submitter.

If GoTriangle is unable to negotiate a satisfactory contract and/or fee with that Submitter, GoTriangle shall, formally and in writing, end all negotiations with that Submitter and proceed to negotiate with the next Submitter in the order of the selection ranking until a contract and reasonable fee are reached or negotiations with all ranked offeror(s) end without reaching agreement on a contract and/or fee. Once a contract and fee have been agreed to with a shortlisted firm, the Interim Procurement Manager will submit his recommendation to the GoTriangle President and Chief Executive Officer and to the GoTriangle Board of Trustees, if required, for approval and authorization to proceed. Upon receipt of such approval, GoTriangle will notify the successful Submitter in writing (“Notice to Proceed”), and within 10 days after the Notice of Proceed is received by the selected Submitter, the selected Submitter shall execute the negotiated contract with GoTriangle and furnish the insurance certificates required by the contract in forms acceptable to GoTriangle.

**8.2.2.4 GoTriangle reserves the right to reject any or all SOQs, and/or to solicit for additional SOQs, for any reason and at its sole discretion.**

**8.2.3** Submitters should read and fully understand the circumstances and procedures under which a Contract will be awarded. A Submitter’s submission of an SOQ and signed response to this RFQ on the SOQ Submittal Form (see Attachment B) signifies its acceptance of the terms and conditions contained in this RFQ unless clearly and specifically noted in the Submitter’s submittal and confirmed in the Contract between GoTriangle and the successful Submitter.

**8.3 Evaluation Criteria**

Submitters shall in Section H of the SF330-21 submit a comprehensive but concise narrative that addresses the evaluation criteria listed below. GoTriangle’s evaluation of SOQs may result in a determination of unacceptability if they are (1) indicative of failure to comprehend the complexity and risk associated with the solicitation requirements; (2) reflective of a lack of competence; or (3) or whose qualifications or experience indicate an inherent performance risk weakness.

All SOQs containing complete information will be evaluated based on the following criteria, which are listed below:

Factor No.	Criterion
<p style="text-align: center;"><b>1</b> (Technical) 25%</p>	<p><b>Technical Approach</b> – Includes Submitter’s understanding of the Scope of Work, and the appropriateness of staffing plan and management approach for the work.</p>
<p style="text-align: center;"><b>2</b> (Technical) 25%</p>	<p><b>Experience</b> -- Submitter's background/relevant previous Professional Architectural, Engineering, and Construction qualifications and experience; familiarity with transit projects; familiarity with Federal and State of North Carolina funded projects and associated requirements, including DBE/MWBE and FTA Buy America and Buy America, Build America requirements.</p>
<p style="text-align: center;"><b>3</b> (Technical) 25%</p>	<p><b>Key Personnel</b> – The education, experience, and accomplishments of key personnel and their commitment to and availability for the engagement.</p>

Factor No.	Criterion
<p style="text-align: center;">4 (Technical) 25%</p>	<p><b>Past Performance</b> -- The Submitter's past performance on similar contracts, including demonstrated ability to meet project schedules and budgets, quality of designs, accuracy of project cost estimates, Information demonstrating the Submitter's performance history as it pertains to historical staff retention rates on projects similar in size, scope and complexity to the subject requirements (e.g., % of contractor employees hired to perform under the project remained on the project at its completion), and Submitter's ability to maintain effective working relationships with Owners, contractors, and municipalities during the design and construction phases.</p>

**a. Technical Evaluation Factors.**

**Factor 1 - TECHNICAL APPROACH.** The Submitter's SOQ will be evaluated on the degree to which it demonstrates the Submitter's understanding of the Scope of Work, how the Submitter intends to organize, staff, and manage the contract, and the means that will be used to accomplish the contract requirements.

**1) Understanding of Scope of Work.**

The Submitter's SOQ will be evaluated on the extent to which its technical approach demonstrates that the requirements of GoTriangle's Statement of Work will be met. Submitters shall provide a concise explanation of the Submitter's understanding of the objectives of the Services to be provided and the methods and techniques it will use to successfully and timely complete tasks and deliverables within the Statement of Work. The Submitter shall provide sufficient detail for GoTriangle to understand and evaluate the nature of the approach.

**2) Staffing plan**

GoTriangle will evaluate the feasibility of the staffing plan and the extent to which it aligns with the Submitter's management approach and other related areas of the SOQ to ensure a stable, qualified, and skilled workforce over the life of the contract. Submitters should therefore describe their ability and approach to recruiting and retaining qualified personnel, specifically:

- a) How the Submitter plans to maintain an environment in which skilled and talented people will make long-term commitments to achieving this mission;
- b) The Submitter's identification of critical skills and ability to accomplish work requirements identified in the Statement of Work, as well as the Submitter's approach for recruiting and maintaining critical skill personnel identified in their SOQ;
- c) The Submitter's approach to managing resources while accommodating workload fluctuations;
- d) An Organizational Chart showing the structure of the Submitter's team, inter-relationships, areas of responsibility and the names of those persons assigned to GoTriangle along with their key areas of responsibility and specific tasks.

**3) Management Approach:**

The Submitter shall provide a Management Approach that specifically defines and details the Submitter's capabilities to successfully manage, perform, and execute GoTriangle's requirements. The contractor shall:

- a) Describe the proposed communication processes that the Submitter will use to ensure effective communication for management of the successful performance of work across the organizational structure, including GoTriangle and the Construction Management Team.
- b) Describe the proposed methodologies and processes for performing the work and how they will provide quality oversight and meet quality standards to ensure successful performance.

**Factor 2 - EXPERIENCE.** The Submitter's background, their relevant previous experience, particularly with transit projects, and qualifications will be assessed to determine the likelihood that that Submitter can successfully perform the contract requirements and the degree of risk of non-performance. In completing the SF330-21 Submitters shall ensure that to the maximum practical extent the Example Projects listed in Section F of the SF330-21 include projects that were performed within the past twenty-four (24) months from the issue date of this RFQ or that are currently being performed for Federal agencies, state/local governments, and/or commercial customers and that are “relevant” in nature to the one described in this solicitation. “Relevant” is defined as projects similar or greater than that anticipated by this RFQ in terms of such factors as type of client, duration, dollar value, magnitude, complexity, scope, types of services performed, or level of Contractor responsibility and authority.

**Factor 3 - KEY PERSONNEL.** The education, experience, and accomplishments of key personnel will be evaluated to determine the degree to which they possess the qualifications to perform their proposed duties under the contract, their commitment to and availability for the engagement, and the location(s) where they will perform their work on the project. Submitters should be sure to highlight the qualifications of their proposed day-to-day project manager(s), their specific experience with managing projects such as the BOMF Renovation and Expansion Project, and their experience working on federal or state grant-funded projects. They should also discuss why the proposed project manager(s) is/are the Submitter’s preferred choice(s).

**Factor 4 - PAST PERFORMANCE.** The Submitter's past performance on similar contracts will be evaluated to determine, as appropriate, successful performance of contract requirements, quality and timeliness of delivery of goods and services, effective management of subcontractors, if any, cost management, level of communication between the contracting parties, proactive management, customer satisfaction, level of innovation, and sustainability.

GoTriangle will use its discretion to determine the sources of past performance information to be used in the evaluation, and the information may be obtained from references provided by the Submitter, the agency's knowledge of contractor performance, other government agencies or commercial entities, or any other sources of information. GoTriangle reserves the right to make similar inquiries relating to proposed subcontractors, if any, in order to assess their past performance.

If a Submitter does not have a history of relevant contract experience, or if past performance information is not available, the Submitter will receive a neutral past performance rating; however, a Submitter without a history of relevant experience may receive a lowered rating for the experience evaluation factor.

No Submitter or any of their proposed subcontractors shall have any cause of action against GoTriangle arising out of the methods by which SOQs are assessed. The selection of the successful Contractor shall be at the sole discretion of GoTriangle.

## **8.4 Shortlist Presentations and Interviews**

The Shortlist Presentation and Interviews provides Submitters an opportunity to make their cases to the Selection Committee why the Submitter is the best-suited for contract award. To that end, Submitters

should focus on providing the Selection Committee with in-depth information regarding their detailed plan for managing the design and supporting construction, managing cost, schedule, and quality on the project, and illustrating any specific professional capacities or unique characteristics, qualifications, or services the Submitter offers relating to this project that differentiates the Submitter from other qualified Submitters. To that end Firms are discouraged from reviewing general company history and past experience previously submitted in Statements of Qualifications unless this information is particularly relevant to the project-specific design plan. All key personnel should be present at the interview including, at a minimum, project executives, day-to-day project lead, and other key personnel.

Submitters shall follow the guidelines set forth below when preparing for their presentation and/or interviews:

1. The Submitter's presentation should last a maximum of 30 minutes, and the Committee will use additional time for the interview(s).
2. The Submitter shall provide an interview agenda and a 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 Submitter's presentation shall cover the following areas within the time limit:
  - a. **Understanding of Scope of Work, Staffing Plan, and Management Approach for delivering the Services to GoTriangle** -- Based on the Statement of Work and the information presented in the RFQ, the oral presentation shall include a thorough review of the Submitter's perception of the project and how their staffing and management plans will contribute to the Submitter's ability to effectively and efficiently complete the project within the time and cost budgeted, to effectively address GoTriangle's program goals, to offer solutions to challenging areas of the project, and to offer new ideas that lead to benefits for GoTriangle. Potential modifications and additional enhancements that the Submitter deems appropriate and necessary for the success of the project, if any, should also be included.
  - b. **Previous organizational experience in managing engagements with similar scopes of services** -- Based on the Statement of Work and the qualifications required of organizations to provide Services under this RFQ, the Submitter shall discuss how its past experience in performing similar projects has shaped the Submitter's organization, the Submitter's support capabilities, and the methods it has developed to coordinate and control projects to ensure successful performance under the contract.
  - c. **Key Personnel** -- Based on the Statement of Work and the qualifications required for Contractor staff assigned to provide the services under this RFQ, the oral presentation shall discuss the expertise and responsibilities of key individuals, their assignments, and how they will work together to achieve contract objectives. Of particular interest to the Committee will be the experience that assigned staff have with projects similar to the BOMF Modernization and Renovation Project.
  - d. **Submitter's past performance and successful completion of engagements with similar scopes of work** -- The Submitter shall present a summary of at least three (3) recent projects that members of the Submitter's team have completed that it believes best demonstrate the Submitter's involvement in projects as similar as possible to the Statement of Work set forth in this RFQ. For each project discussed, the Submitter shall review its objectives, the firm's approach, the schedule, current status, customers' evaluation of the Submitter's performance, etc.
4. The Submitter 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 Interim Procurement Manager.

Note that in the event of inclement weather, GoTriangle may reschedule presentations and interviews.

## **9.0 Identification of GoTriangle Personnel**

GoTriangle reserves the right to administratively substitute any of the points of contact listed below at any time. The Contractor shall not comply with any order, direction, or request of GoTriangle personnel that would constitute a change to this RFQ unless it is issued in writing and signed by the Procurement Officer.

**Procurement Officer:** William Bryant, Interim Procurement Manager

**BOMF Project Manager:** Bryan Hammond, Senior Project Architect

## **10.0 Proprietary Information**

Any reservations on the use of data contained in a Submitter's SOQ must be clearly stated in the SOQ itself. GoTriangle assumes that, unless otherwise clearly stated or indicated in the SOQ, information submitted in response to this RFQ may be used by GoTriangle as public information. GoTriangle will attempt to comply with a Submitter'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 Submitter considers to be trade secrets and privileged or confidential must be identified by the Submitter as indicated above.

## **11.0 General Requirements**

### **11.1 Contract Type**

If a contract is entered into as a result of this RFQ, it will be a cost plus fixed fee type contract.

### **11.2 Contractual Relationships**

GoTriangle will execute a Contract for services to be performed with the selected Submitter. The selected Submitter's contractual responsibility must solely rest with one firm or one joint venture or other legal entity, which shall not be a subsidiary or affiliate with limited resources. Submitter's SOQ must clearly indicate the firm or entity responsible for Contract execution (**SOQ Submittal Form (Attachment B)**).

GoTriangle will not be a party to agreements between the selected Submitter and any subcontractors it may choose to employ during fulfillment of the Contract; however, the selected Submitter 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 Submitter and GoTriangle, the selected Submitter shall provide GoTriangle with a schedule indicating the manner in which subcontractors are anticipated to participate in the execution of the services to be provided hereunder.

### **11.3 Disadvantage Business Enterprise (DBE) Participation**

Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws prohibit discrimination on the basis of race, color, national origin, limited English proficiency, income status, sex, age, and disability in

programs and activities receiving federal financial assistance. As a federal-aid recipient, GoTriangle must ensure nondiscrimination and equal opportunity in all GoTriangle programs and activities – whether or not those programs and activities are federally funded –including associated activities performed by GoTriangle’s business partners.

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 financed, in whole or in part, with financial assistance from the United States Department of Transportation (USDOT), acting through such agencies as the FTA and the Federal Highway Administration (FHWA).”

In conformity with federal and 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. While GoTriangle has not established a project goal for DBE/MWBE participation for the contract contemplated by this solicitation, Submitters are encouraged to employ reasonable means to obtain and utilize minority, handicapped and women-owned businesses to the extent possible when assembling its team. Submitters shall retain records of its efforts to obtain such participation, and the Submitter shall provide them to GoTriangle upon its request so that it can track DBE/MWBE participation where only race neutral efforts are employed

Jamila Ormond, GoTriangle’s Director of Equal Opportunity, Diversity and Inclusion, may be reached at 919-485-7518 or [JOrmond@gotriangle.org](mailto:JOrmond@gotriangle.org) with questions about GoTriangle’s DBE Program.

#### **11.4 Compensation for Selection Activities**

There is no expressed or implied obligation for GoTriangle to compensate or reimburse Submitters for any costs incurred in preparing SOQs in response to this RFQ or during the selection process and/or subsequent contract and fee negotiations.

#### **11.5 Modification and Withdrawal of SOQs**

Submitters may, without prejudice, modify or withdraw a SOQ by written request provided that such request is received by GoTriangle not later than 24 hours prior to the time and date that SOQs are due. The request to withdraw must be made in writing no later than seventy-two hours after the date and time for receipt of SOQs, unless a longer period has been specified in the instructions to Submitters. GoTriangle shall evaluate such events to ensure the best interest of GoTriangle is maintained.

It is expected that all of the principals, partners and professional staff proposed in the Submitter’s SOQ to perform the Services described in the Statement of Work shall actually perform the work described should the Submitter be awarded a contract. Changes to the principals, partners and professional staff assigned to work on behalf of GoTriangle following contract award must be submitted to GoTriangle in writing for prior approval in accordance with the requirements of the Key Personnel clause.

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



## **11.6 SOQ Rejection / Reserved Rights**

GoTriangle reserves the right to reject any or all SOQs 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 SOQs, for re-soliciting, or for canceling the procurement.

GoTriangle makes no representation that any contract will be awarded to any Submitter responding to the RFQ. Issuance of the RFQ and receipt of SOQs does not commit GoTriangle to award a contract.

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

Execution of a contract pursuant to this procurement is expressly dependent upon appropriation by the GoTriangle Board of Trustees of necessary funding and upon Contractor's signature of the contract resulting from this solicitation.

## **12.0 Conflicts of Interest**

### **12.1 GoTriangle Standards of Conduct**

GoTriangle has adopted a Code of Ethics that establishes standards of conduct for agency officials and employees. No director, officer or employee of GoTriangle shall have, during their tenure or for one year thereafter, any interest, direct or indirect, in the selected vendor, its subcontractors, the contract or the proceeds thereof. It is unlawful for a Submitter, Contractor, Subcontractor, or supplier who, with respect to GoTriangle, has a current contract, has performed under a contract within the past year, or anticipates proposing on a future contract to make gifts or favors to any GoTriangle official or employee. It is also unlawful for any GoTriangle official or employee to accept any such gift or favor.

In addition, any persons acting as members of the Selection Committee for this procurement shall, for the purposes of this procurement, be bound by GoTriangle's Code of Ethics.

Throughout the selection process and subsequent contract negotiations, Submitters shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the selection process or the contract and fee negotiations, with members of the Selection Committee, the GoTriangle Board of Trustees, or GoTriangle employees other than the GoTriangle Procurement Officer.

### **12.2 Identifying Conflicts of Interest**

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

GoTriangle is required to provide full and open competition for its procurements and to avoid conflicts of interest. GoTriangle may need to balance these two interests by restricting full and open competition to remedy an actual, potential, or perceived personal, organizational, financial, or ethical conflict of interest. If a restriction is required, the restriction will be narrowly tailored, as warranted, to remedy the conflict of interest. GoTriangle will award the contract to the apparent successful Submitter unless GoTriangle determines that an actual, potential, or perceived conflict of interest exists that cannot be avoided or mitigated by a reasonable remedial restriction.

An organizational conflict of interest (OCI) is a situation where there is (i) potential for bias or (ii) an unfair competitive advantage. Determining whether the potential for bias or an unfair competitive advantage exists requires a case-by-case analysis. For example, all competitive advantages are not necessarily unfair. Whether or not a competitive advantage is unfair depends on the circumstances. An advantage that is fair under one set of circumstances may be unfair under another set of circumstances.

Submitters shall include in their SOQ a statement disclosing actual, potential, or perceived conflicts and offer a remedy for each (Submittal Form, Certification Regarding Conflict of Interest). This disclosure shall apply to the Submitter any affiliates, proposed subcontractors, and key personnel of any of these firms. GoTriangle will evaluate the circumstances and determine whether a conflict exists and if so, will determine whether the proposed remedy complies with Federal Transit Administration and State of North Carolina requirements and is reasonable. If the conflict cannot be remedied in a reasonable manner, GoTriangle may reject portions or all of the SOQ.

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

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 Submitter for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest an immediate and full disclosure shall be made in writing to GoTriangle's General Counsel.

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

The potential for bias exists where the Contractor's objectivity may be impaired in the performance of the Scope of Work because of existing contracts. For example, the Scope of Work requires the Contractor to process progress payments, develop change orders, and monitor the performance of GoTriangle contractors. It would be a classic conflict of interest for the Contractor to process its own progress payments, negotiate its own change orders, and monitor its own performance because the Contractor may not be able to conduct these activities with objectivity. The Contractor could remedy this by employing an organizational structure and management system that avoided these conflicting activities.

Conflicts might arise on future work. For example, if the Contractor writes specifications for performing construction management services for a particular line of business, the Contractor would not be eligible for contracts to perform those services. The Contractor could avoid this potential conflict by not participating in the source selection of work it wishes to compete for.

### **12.4 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. For example, a firm that has done work for GoTriangle before, whether the Scopes of Work were similar to this RFQ or not, has the competitive advantage of its experience working with GoTriangle business processes. It would be considered an unfair competitive advantage if the previous work experience gave the firm access to information that was not available to the public. A potential remedy would be for GoTriangle to make the information available to all potential Submitters.

Conflicts might arise on future work. For example, if the Scope of Work requires the Contractor to develop cost estimates and budgets for future GoTriangle projects, for which engineering, construction management, or construction services will be procured by competitive selection, the Contractor may be precluded from proposing (or bidding) in the future on work for which it developed cost estimates or budgets.

## **12.5 Notification of Organizational Conflict of Interest and Requirement for an Organizational Conflict of Interest Mitigation Plan**

A Submitter who believes that the performance of work under the contract may cause an actual, potential, or perceived OCI, shall provide in its SOQ to GoTriangle a plan to mitigate the OCI. The plan will be evaluated to determine whether or not the plan effectively mitigates the potential conflict of interest such that the full scope of work contemplated by this solicitation can be performed by the Submitter. The GoTriangle Procurement Officer and the Office of General Counsel will then evaluate the mitigation plan and, if the plan is satisfactory, may grant a waiver to the Submitter.

Restrictions on the performance of work for this requirement and/or work on future contract requirements may be required as a result of an OCI, if any. The terms of the Organizational Conflict of Interest clause included in this solicitation are not subject to negotiations.

## **12.6 Notification of Ineligible Firms**

GoTriangle has worked with certain firms to provide guidance and assistance in connection with this Procurement, including but not limited to the following: None.

As such, those firms are not eligible to submit a SOQ or to act as a member of any team responding to this solicitation. This list may be updated via Addenda during the procurement process.

## **13.0 Contract Terms**

The Services to be performed may be funded, in part, by grants provided under programs of the Federal Transit Administration (“FTA”) and/or the State of North Carolina, and as such are subject to the terms and conditions set forth in the grant agreements. Federal and/or State of North Carolina laws, regulations, policies, and related administrative practices applicable to the Services may be modified from time to time. By signing and submitting its SOQ, Submitter acknowledges that the most recent of such federal and state requirements, including but not limited to FTA’s Master Agreement, shall govern any resulting contract at any particular time, unless the federal or state governments determine otherwise. Likewise, new federal and/or state laws, regulations, policies and administrative practices may be established after the contract is executed and may apply to the contract.

## **14.0 Protest Procedures**

### **14.1 Protests Received Prior to Receipt of SOQs**

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

### **14.2 Selection Protests**

GoTriangle’s Selection Committee will announce the recommended firm in a written statement to all firms that submitted SOQs. Protests alleging improprieties in the selection of the recommended firm shall be submitted to GoTriangle’s President/CEO not later than five days after the recommendation of the Selection Committee has been announced. The President/CEO shall provide a written response within but not later than 5 days after receiving such protest. The President/CEO shall report all such protests to the Board of Trustees prior to a contract award.

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

- a. Include the name and address of the protester.
- b. Identify the procurement by solicitation number and the then current deadline date for receipt of SOQs.
- c. Contain a statement of the legal and factual grounds for the protest and include any supporting documentation. The grounds for the protest must be fully supported.
- d. Indicate the ruling or relief desired 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.

### **14.3 Filing Procedures**

Any and all protests filed with the GoTriangle President/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.
4. Indicate the ruling or relief desired from GoTriangle.

Protests shall be filed with the GoTriangle President/CEO, via mail, personal delivery, or courier to 4600 Emperor Boulevard, Suite 100, Durham, NC 27703. The President/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.

### **14.4 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.

### **15.0 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 Submitter filing the protest or to any participant in the protest, on any basis, expressed or implied.

**Attachment A to GoTriangle Contract No. 24-048**  
**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-B

## 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: \_\_\_\_\_



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***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 C - E-Verify Form**

**GOTRIANGLE  
E-VERIFY EMPLOYER COMPLIANCE STATEMENT**

**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 D**



**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:

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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 D

Proposed Remedy:

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

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

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

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

**Attachment- E**

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 - F

## 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 G**

### **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- H**

**RFQ 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**

<b>Item #</b>	<b>Proposal Response Item</b>	<b>Completed and Provided as Instructed</b>	
<b>1</b>	Cover Sheet	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>2</b>	Table of Contents	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>3</b>	Concise Letter of Interest	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>4</b>	Statement of Judgments	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>5</b>	Attachments	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>6.</b>	Prospective Contractor Responsibility Statement(s)	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>7.</b>	NC Architectural/Engineering License(s), as directed	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <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 RFQ response.

**Table 2 Vendor Attachment Checklist**

Item #	Attachment Name	Attachment Provided?	
		YES <input type="checkbox"/>	NO <input type="checkbox"/>
1	Minimum Insurance Requirements	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2	Proposal Submittal Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3	E-Verify Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4	Certificate Regarding Conflict of Interest	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5	Iran Divestment Act Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6	Companies Boycotting Israel Divestment Act Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7	Federal Requirements	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8	RFQ Checklist	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9	Standard Form 330 (REV. 7/2021)	YES <input type="checkbox"/>	NO <input type="checkbox"/>