



**RFP NO: 24-050**

**REQUEST FOR PROPOSAL  
FOR**

**EXECUTIVE SEARCH SERVICES  
CHIEF EXECUTIVE OFFICER (CEO)**

**November 22, 2024**

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FOR

**EXECUTVE SEARCH SERVICES CHIEF EXECUTIVE OFFICER (CEO)**

Research Triangle Regional Public Transportation Authority D/B/A GoTriangle (“GoTriangle”) is seeking proposals from qualified individuals, firms and teams with experience in providing the services required in this RFP. The Offeror will be expected to possess thorough knowledge, expertise, skills and experience necessary to deliver the services requested.

To obtain a copy of the Request for Proposals (RFP) document, firms shall download the document from the GoTriangle’s web site at <https://gotransitnc.org/procurement-opportunities>. Proposals are due on **December 13, 2024; 4:00 p.m. EST** at GoTriangle's Administrative Office located at 4600 Emperor Boulevard., Suite 100, and Durham, North Carolina, 27703. Questions regarding the RFP 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 proposals.**

**1 BACKGROUND**

GoTriangle is a regional public transportation authority serving the Triangle region of North Carolina, comprised of Durham, Orange and Wake counties. GoTriangle is requesting the services of a qualified vendor/contractor to provide the services listed above.

**Below you will find the Essential Duties and Responsibilities of the candidate desired to be obtained through the awarded Executive Search Firm:**

**Note: This position can be filled either as a full-time or interim employee.**

The President and CEO is responsible for the implementation of the adopted policies of the Board of Trustees and directs the Authority towards current and long-range goals.

The President and CEO of GoTriangle will be the leader of a dynamic regional transit agency that will shape the transportation future of the Research Triangle region of North Carolina. Working with local partners including State and local government, universities, businesses and local advocates, the CEO will build consensus on regional transit plans and lead the work to implement those plans. The CEO will manage a professional staff of 285 (will manage 7 direct reports) and at the highest level of performance, lead the creation of strong relationships with State and regional partners, build the necessary relationships with funding partners, guide regional transit projects through complex funding processes, actively engage the public across all Triangle counties, and generally build trust with key actors at every level. The CEO will be a regional thought leader on transportation issues. The CEO will help GoTriangle fulfill its mission of guiding our region towards a sustainable transit future.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manages the activities of GoTriangle to fulfill the mission of the organization as called for in the N.C. General Statutes, which created the organization, and as further amplified by the Board of Trustees.
- Provides strategic leadership, vision and direction within the Authority toward current and long-range goals.
- Utilizes extensive political and communications skills at the federal, state and local levels.
- Articulates a big vision for the agency and the ability to lead and inspire staff and the community.
- Works and thinks creatively and innovatively to tie the region together with a common purpose.
- Works with Board Chair and Board Clerk to plan and conduct monthly board meetings, which include requesting board authorization as required for the business activities of the Authority. Attends and participates in board meetings.
- Establishes and oversees all Authority policies and procedures. Communicates the Authority's statutory and legal requirements to employees, in conjunction with the General Counsel, and assures that these requirements are implemented.
- Communicates the Authority's activities, objectives, work program and outcomes effectively to a wide variety of stakeholders to include riders, federal (including but not limited to the FTA and FRA), state (including but not limited to the NCDOT and NCRC) and local governments (including but not limited to Durham, Orange and Wake counties and the municipalities within those counties); the business community and the public.
- Works collaboratively with local and state agencies as partners in the provision of services, with emphasis on the safety, quality and cost-effectiveness of services.
- Manages service provision to ensure it is consistently safe, cost-efficient, customer-friendly and customer-focused.
- Reports to the Board regularly on the Authority's activities to include finances, operations, construction, project management, political and administrative activities. Recommends intermediate and long-term planning processes and objectives to the Board of Trustees and carries out board decisions on these processes and objectives.
- Oversees and coordinates the activities of the executive team and other related staff who are responsible for implementing and administering all activities within their functional areas. Responsible for selection, training leadership, performance evaluation and goals attainment of the executive team.
- Fosters a culture of collaboration, cooperation and teamwork, both within the organization and with external partners, and allows for career growth within the Authority.
- Exhibits the highest standards of ethics, accountability and transparency in the management of the Authority's finances. Develops and oversees the controls for financial expenditures, procurement actions and staffing.
- Provides oversight for the development of marketing programs that effectively and creatively inform the public of the services offered by the Authority.
- Takes actions to advance the Authority's goals related to affirmative action, equal opportunity employment and disadvantaged business enterprises.
- Demonstrates personal conduct that features honesty, integrity, transparency and even-handed treatment of all consistent with adopted Authority policies and procedures.
- Perform other duties as directed by the Board of Trustees.

## 2 PROPOSAL SUBMITTAL

All proposals shall be submitted to GoTriangle by **December 13, 2024 by 4:00 p.m. EST.** Proposals received after the time and date specified will be returned unopened.

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

### **Proposals submitted by e-mail will be accepted.**

If any changes in the Scope of Work are developed, GoTriangle reserves the right to renegotiate these changes.

**Proposers must prepare and submit** their submission organized in the manner and sequence in which the information is requested in this section. **The proposed pricing must be in a separate sealed attachment entitled “Pricing”**. Failure to include any requested information may result in the elimination of the proposer from consideration. Materials other than those specifically requested at each stage of the selection process will not be considered and must not be submitted at any time during the selection process.

**Please note the different remit to addresses below, if a Proposer chooses to send the Proposal by personal delivery, courier/delivery service, or by US mail:**

<b>Delivered By US Postal Service</b>	<b>Delivered By Personal Delivery or Courier/Delivery Service</b>
GoTriangle P.O. Box 13787 Research Triangle Park, NC 27709 Attn: William Bryant	GoTriangle 4600 Emperor Blvd Durham, NC 27703 Attn: William Bryant

### **2.1 Contents of Submittal**

The following information shall be presented in a clear, comprehensive, and concise manner and in the prescribed format. In order for GoTriangle to adequately compare and evaluate qualifications objectively, proposals shall be submitted in accordance with the following format in terms of order. The proposals shall be prepared simply and economically, providing straightforward and concise information. Materials other than those specifically requested at each stage of the selection process will not be considered and shall not be submitted at any time during the selection process.

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

#### **a. Cover Sheet**

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

**b. Table of Contents**

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

1. the name and address of the prime Consultant and the state in which it is incorporated and chiefly located; and,
2. a brief description of the Proposer (prime, sub consultants and third-party consultants) and its interest in performing the required professional services; and,
3. the name, address, phone and facsimile numbers and e-mail address of the designated contact for the Proposer (prime consultant); and,
4. acknowledgment of all addenda to the RFP document (each addendum must be identified); and,
5. Signature of a duly authorized official of the prime Consultant firm.

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

**e. Management's Team Experience and Qualifications**

1. Address the experience, qualifications and skills of Management Team and key Personnel and at a minimum describe them.
2. Provide an organization chart and identify roles and responsibilities specific to the work to be performed for each Key Personnel. For employees with more than one functional responsibility, also include percentage of time to be spent on each functional role per employee.

**f. Structure, Project Methodology and Approach**

Management Structure – This should identify the management reporting and oversight structure, including contingency and succession plans. Management structures described herein are:

1. Provide general explanation and chart that identifies project leadership and reporting responsibilities.
2. Include the placement of subcontractors, if proposed, in the primary management structure.
3. Identify how oversight and supervision provide for assurance of accurate and complete performance of staff duties, including avoidance of errors and omissions.
4. Identify plans for backup and contingency management, including succession for positions of Key Personnel.

**g. Firm's Qualifications and Past Performance**

This should include description of Proposer's business, organization and financial standing; history and experience providing the required services; and record of accomplishment performing similar work. Qualifications and Past Performance described herein are:

1. Minimum of three (3) years' experience in providing these same types of services to public agencies or private organizations. Proposer shall give a description of direct experience on projects of similar size, scope and complexity.
2. Record of accomplishment in the performance of similar services, including the successful use of approaches recommended for GoTriangle.

3. Identify clients represented in the past three (3) years in which similar services were provided, on similar projects or contracts, as well as three (3) current clients with name and telephone number of contact person, nature and duration of project.
4. Sound financial standing with ability to perform all functions of the project. Provide audited financial statements for the three (3) most current and available years. If firm is not publically held, provide most current financial statements.

**h. Project Work Plan**

Address how the Proposer will address and demonstrate that it understands the requirements and has established procedures and a comprehensive, integrated plan for operating and administering the services described in the Scope of Work.

- a) Proposer's Approach to Providing all Services Identified. - The Proposer shall describe the proposed approaches for providing the services described in this Request for Proposals. Proposer shall clearly define and explain how services will be provided.
  1. Program Administration – This should include Proposer's approach in providing for Program Administration services:
  2. Customer Service efforts for assisting customers and performing customer service tasks.

**i. Start-Up and Transition Plan**

1. Describe how the Proposer will ensure a successful transition, including a detailed list of activities with timelines and responsibilities.
2. Describe any information or assistance the Proposer requires to make the transition plan successful.

**j. Cost Proposal in a Separate Sealed Envelope**

1. Provide a proposed cost, as shown in the *Price Model Attachment B*.

## 2.2 Schedule of Events

<b>DATE</b>	<b>SCHEDULE OF EVENTS FOR EXECUTIVE SEARCH SERVICES CHIEF EXECUTIVE OFFICER</b>
November 22, 2024	Advertisement/RFP distributed and posted to GoTriangle website
December 02, 2024	Non-Mandatory Pre-Proposal Meeting will be held via MS Teams (10:00 am)
December 06, 2024 <b>4:00 PM EST</b>	Inquiries Must be Received in Writing by (e-mail only) to William Bryant at <a href="mailto:wbryant@gotriangle.org">wbryant@gotriangle.org</a>
December 09 2024 <b>5:00 PM EST</b>	Responses to all questions received will be posted on the GoTriangle website. All firms that have previously registered and downloaded the RFP documents from the GoTriangle website will be notified of responses via e-mail.
December 13, 2024	<b>Request for Proposals (RPFs) due at the GoTriangle Administrative Offices</b>
TBD	Evaluation of RFPs
N/A	Announcement of Shortlisted Firms
N/A	Selected Submitters (each prime and its sub consultants) make presentations to and are interviewed by the Review and Selection Committee.
N/A	Contract Negotiations
N/A	Administration & Governance Committee
TBD	GoTriangle Board of Trustees authorizes the Board Chair to execute a contract with the recommended Submitter
TBD	Issue Notice to Proceed

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

## 2.3 Addenda

Any changes to this RFP document will be made by written addenda issued by GoTriangle. Upon issuance, the addenda will be considered part of the RFP document and will prevail over inconsistent or conflicting provisions contained in earlier versions of the RFP document. Addenda will be available for download from the GoTriangle website in the same manner as the RFP document. All proposers that downloaded the RFP will be notified via e-mail that an addendum is available for download. This process 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 RFP document in order for GoTriangle to notify Proposers of the availability of addenda. GoTriangle will not be responsible for Proposers failing to receive notification of the availability of addenda if an invalid e-mail address or no e-mail address was provided to GoTriangle.



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

## **2.4 Questions and Clarifications**

It is the desire of GoTriangle to provide the same information to all interested parties to ensure fairness and impartiality in the procurement process. To that end, GoTriangle will not respond to telephone inquiries or personal visits. Visitation by respondents or their representatives may be made to GoTriangle only at the pre-proposal meeting, if held. All questions are to be submitted in writing. **Submit written questions via e-mail to the GoTriangle Procurement Administrator at the email address indicated in Section 3.2 above no later than the date and time indicated on the Schedule of Events above.** Responses to questions will be posted on the GoTriangle website no later than the date and time indicated on the Schedule of Events above. Answers to questions or directives to Submitters regarding the RFP process by any GoTriangle employee other than Mr. Moore and verbal answers to questions are not binding on GoTriangle. All proposers that downloaded the RFP will be notified via e-mail that an Addendum is available for download on the website.

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

## **2.5 Selection Procedures**

Proposals will first be reviewed for completeness and inclusion of the components specified in **Section 3.1** of this RFP document. The absence of any required information will result in exclusion from further analysis.

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

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

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

Submission of a Proposal indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the Contractor's submittal and confirmed in the Purchase Order or Contract between GoTriangle and the selected Contractor.

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

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

## 2.6 Evaluation Criteria

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

No.	Criterion
1	Management's Team Experience and Qualifications
2	Structure, Project Methodology and Approach
3	Firm's Qualifications and Past Performance
4	Project Work Plan
5	Start-Up and Transition Plan

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

## 2.7 Submittal Review Process

The Review and Selection Committee (Committee) will be composed of GoTriangle board members.

The Committee will make such reviews and investigations as it considers necessary and appropriate, for evaluation of the proposals. Following evaluation of the proposals, by the Committee, GoTriangle may invite Consultant Teams to make a presentation and participate in an interview. Proposers who may be selected shall follow the Presentation and Interview Guidelines detailed in section 3.8, Presentations and Interviews.

The Committee will be responsible for recommending an award of contract to the Board of Trustees. Upon authorization by the GoTriangle Board of Trustees, the Committee or designees will undertake contract negotiations for the consulting services to be provided. Approval and award of the contract will be made by the GoTriangle Board of Trustees.

Proposers are encouraged to submit comprehensive responses to this solicitation.

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

## 2.8 Presentations and Interviews

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

1. The Proposer's presentation should last a maximum of one hour, and the Committee will use additional time for the interview.
2. The Proposer shall provide an interview agenda and 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 Proposer's presentation shall cover the following areas within the time limit:

**a. Understanding of the Scope of Services and Project Objectives**

Based on the Scope of Services and the information presented in the RFP, the oral presentation shall include a thorough review of the Proposer's perception of the project. Potential modifications and additional enhancements, which the Proposer deems appropriate and necessary for the success of the project, may also be included.

**b. Method of Approach to Project**

Based on the Scope of Services and expanding upon the approach to the project provided in the RFP submission, the oral presentation shall be a factual dissertation of the Proposer's organization, the expertise and responsibilities of key individuals, staff assignments, the Proposer's support capabilities, and the methods developed by the Proposer to coordinate and control projects to ensure delivery and coordination with others working on the project.

**c. Previous Experience**

A summary of at least three (3) recent projects that members of the Proposer's team have completed shall be presented. Examples shall demonstrate the Proposer's involvement in projects as similar as possible to the Scope of Work set forth in this RFP. For each project discussed, the Proposer shall review its objectives, the firm's approach, the schedule, current status, etc.

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

At the conclusion of the interview process, the Committee will convene to discuss its findings and prepare its recommendation for submission to the Board of Trustees.

## **2.9 Public Records and Proprietary Information**

Records received by GoTriangle in response to a bid solicitation or a request for proposals are public records and subject to public inspection and copying. Some bid records are public as soon as received by GoTriangle, others become public at bid opening and others at bid award.

The North Carolina Public Records Act (N.C.G.S. 132-1 *et seq.*) authorizes GoTriangle to withhold from public inspection and copying legitimate and properly marked 'trade secrets' if the record meets all of the following conditions:

- It is a "trade secret" as defined in G.S. 66-152(3); and
- It is the property of a private "person" as defined in G.S. 66-152(2); and
- It is disclosed or furnished to GoTriangle in connection with a bid or proposal; and
- It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to GoTriangle

If as part of a Consultant's bid or proposal, the Consultant submits to GoTriangle any record, or portion of a record, that constitutes a trade secret as defined in G.S. 66-152(3), the Consultant should clearly mark the particular record, or portion of the record, that meets the statutory definition as TRADE SECRET or CONFIDENTIAL TRADE SECRET. In the event GoTriangle receives a public records request for material properly designated as a "trade secret," GoTriangle will notify the owner of the property and give the owner a 7-day period to respond in writing and provide written justification that the specific record is entitled to be withheld under G.S. 132-1.2. GoTriangle will require that the Consultant indemnify GoTriangle in the event a challenge is brought for the withholding of a record based on the "trade secret" exception to the Public Records Act.

## 2.10 Pre-Proposal Meeting

See *Schedule of Events* page above for date and time of any Pre-Proposal Meeting scheduled for this RFP. Any such meeting will be held via MS Teams (link below). The purpose of this meeting is to discuss with prospective consultants the work to be performed and to answer questions about this RFP. The pre-proposal meeting is for information only; consultant attendance is not mandatory. However, interested consultants are strongly encouraged to attend.

## Microsoft Teams [Need help?](#)

### [Join the meeting now](#)

Meeting ID: 235 601 896 258

Passcode: nN2sF69M

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### Dial in by phone

[+1 252-210-4099,,347611531#](#) United States, Rocky Mount

[Find a local number](#)

Phone conference ID: 347 611 531#

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

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## 3 GENERAL REQUIREMENTS

### 3.1 Contract Type

If a contract is entered into as a result of this RFP, it will be a Lump Sum (Fixed Price) contract.

### 3.2 Contractual Relationships

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

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

### 3.3 Disadvantage Business Enterprise (DBE) Participation

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

In conformity with North Carolina State law, it is the policy of GoTriangle to encourage and promote the use of minority contractors, physically handicapped contractors, and women contractors in the purchasing of goods and the provision of services. Proposers are

encouraged to utilize minority, handicapped and women-owned businesses to the extent possible when assembling its team.

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

### **3.4 Compensation for Selection Activities**

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

### **3.5 Modification and Withdrawal of Proposals**

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

It is expected that all of the principals, partners and professional staff assigned to the proposed Services with GoTriangle in the proposal will perform the work described on behalf of GoTriangle. 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.

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

### **3.6 Proposal Rejection / Reserved Rights**

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

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

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

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

Execution of a contract pursuant to this procurement is expressly dependent upon appropriation by the GoTriangle Board of Trustees of necessary funding and upon Consultant's signature of the pro forma contract with GoTriangle.

### **3.7 News Releases**

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

## **4 IDENTIFYING CONFLICTS OF INTEREST**

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

- a. If a Proposer believes that there are no conflicts of interest, the Proposer shall submit a statement in its Proposal on the form provided in the RFP (Submittal Form, Certification Regarding Conflict of Interest), certifying that to its best knowledge and belief no conflicts of interest exist. The Proposer must obtain the same information from potential sub consultants prior to award of a subcontract and submit the information to GoTriangle.
- b. Failure to provide the relevant statements described above, or any additional information as may be required by GoTriangle to make its determinations, may result in disqualification of the Proposer for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Consultant discovers a conflict of interest, an immediate and full disclosure shall be made in writing to GoTriangle's General Counsel.

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

- a. The potential for bias exists where the Consultant's objectivity may be impaired in the performance of the Scope of Work because of existing contracts.

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

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

## **5 CONTRACT TERMS**

The Services to be performed are anticipated to be funded, in part, by grants provided under programs of the Federal Transit Administration ("FTA"), and as such are subject to the terms and conditions set forth in the grant agreements. Federal laws, regulations, policies, and related administrative practices applicable to the Services may be modified from time to time. Proposer shall acknowledge that the most recent of such federal requirements shall govern the resulting contract at any particular time, unless the federal government determines otherwise. Likewise, new federal laws, regulations, policies and administrative practices may be established after the contract is executed and may apply to the contract.

## **6 PROTEST PROCEDURES**

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

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

### **6.2 Selection Protests**

The Review and Selection Committee recommendation will be based on the highest ranked Proposer. GoTriangle will announce the highest ranked Proposer. Following this announcement, a Proposer may file a protest regarding the recommendation. A protest of the recommendation must be in writing and must be received by the GoTriangle Acting President and CEO not later than five (5) working days after the GoTriangle Board of Trustees has authorized the Committee

to negotiate the contract. GoTriangle will consider all protests regarding the recommended Proposer prior to executing the contract.

### **6.3 Filing Procedures**

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

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

Protests shall be filed with the GoTriangle Acting President and CEO, via personal delivery or courier to 4600 Emperor Boulevard, Suite 100, Durham, NC 27703; or by mail to P.O. Box 13787, Research Triangle Park, NC 27709. The Acting President and CEO will respond in detail to each substantive issue raised in the protest. With regard to a properly filed protest, GoTriangle's determination will be final. Violations of federal law or regulations will be handled by the complaint process stated within that law or regulation. Violations of state law, or state or local regulations will be under the jurisdiction of the appropriate state or local authorities.

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

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

## **7 COSTS AND DAMAGES**

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

## **8 ATTACHMENTS**

Attachment A- Proposer Information Form

Attachment B- Debarment and Suspension Form

Attachment C- Certificate of Lobbying Form

Attachment D- E-Verify Form

Attachment E- Certificate Regarding Conflict of Interest Form

Attachment F- Non-Collusion Form

Attachment G- Iran Divestment Act Form

Attachment H- Companies Boycotting Israel Divestment Act Form

Attachment J- RFP Response Checklist

Reference A- Travel Rates

# Attachment-A

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## 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 \*

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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 to GoTriangle Contract No. 24-050**  
**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 D- 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- F**

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

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

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

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

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

\_\_\_\_\_

Signature

Date

Printed Name

Title

*Notes to persons signing this form:*

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

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

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

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

# Attachment - H

## Companies Boycotting Israel Divestment Act Certification Form

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

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

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

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

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

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

---

Signature

Date

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Printed Name

Title

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

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

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

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

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

**Attachment E**



**CERTIFICATION REGARDING CONFLICT OF INTEREST**

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

---

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

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

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

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

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

**OR**

---

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

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

\_\_\_\_\_

Nature of potential conflict of interest:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Attachment E

Proposed Remedy:

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

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

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

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

## Attachment G

### PROPOSER STATEMENT OF NON-COLLUSION

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

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

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

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

---

Name (print):

Title:

Company:

**ATTACHMENT- I**

**RFP RESPONSE CHECKLIST**

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## Table of Contents

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

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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>	A. Cover Sheet	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>2</b>	B. Table of Contents	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>3</b>	C. Concise Letter of Interest	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>4</b>	D. Statement of Judgments	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>5</b>	E. Understanding of Scope of Work	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>6</b>	F. Qualifications and Experience	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>7</b>	G. Previous Experience of Similar Scope of Work	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>8</b>	H. References from Previous Clients	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>9</b>	I. Start-Up and Transition Plan	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>10</b>	J. Attachments	<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 RFP response.

**Table 2 Vendor Attachment Checklist**

Item #	Attachment Name	Attachment Provided?	
		YES <input type="checkbox"/>	NO <input type="checkbox"/>
1	A. Proposal Submittal Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2	B. Bid Form (Submitted Separately)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3	C. Minimum Insurance Requirements	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4	D. E-Verify Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5	E. Certificate Regarding Conflict of Interest	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6	F. Iran Divestment Act Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7	G. Non - Collusion	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8	H. Companies Boycotting Israel Divestment Act Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9	I. RFP Response Checklist	YES <input type="checkbox"/>	NO <input type="checkbox"/>

## **TRAVEL AND BUSINESS RELATED EXPENSE POLICY NUMBER 3.8.1**

### **3.8.1.1 POLICY PURPOSE**

The purpose of **TRAVEL AND BUSINESS RELATED EXPENSE POLICY NUMBER 3.8.1** (Policy) is to establish the overview, scope, responsibilities, and guidelines for Travel and Business Related Expenses for the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle (GoTriangle).

### **3.8.1.2 POLICY OVERVIEWS**

- A. This Policy applies to all divisions of GoTriangle, GoTriangle's consultants and contractors, GoTriangle's employees (employees) and the GoTriangle Board of Trustees (Board).
- B. Board members and employees may have their Travel and Business Related Expenses reimbursed by GoTriangle subject to the limitations contained in this Policy. Under no circumstances shall duplicate reimbursement be made for that portion of a Board member's or employee's expenses paid or reimbursed from a non-GoTriangle source.
- C. All travel is contingent upon the availability of funds in the proper budget categories.
- D. A Board member, employee, or GoTriangle consultant traveling on GoTriangle business shall exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes, delays, or luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable under this Policy. Board members, employees, and GoTriangle consultants shall be responsible for unauthorized costs and any additional expenses incurred due to personal preference or convenience.

### **3.8.1.2 POLICY PRINCIPLES**

- A. All reimbursable Travel and Business Related Expenses must be generated for a business purpose. The purchase of personal items unrelated to related travel expenses will not be reimbursed by GoTriangle (e.g., room service, alcoholic beverages consumed while on company business). The application of this Policy shall be consistent throughout GoTriangle and any exceptions must be reported and reviewed by the Chief Financial Officer.
- B. The timely reporting of Travel and Business Related Expenses is important for GoTriangle to maintain accurate financial records and ensure the items purchased are recorded as expenses in the correct fiscal period. Expenses incurred during the period but not recorded in the financial records may result in the misstatement of GoTriangle's reported financial results or its failure to follow Generally Accepted Accounting Principles (GAAP). The GAAP rules require expenses to be recorded in the period that they were incurred.

### **3.8.1.4 POLICY SCOPE**

- A. With prior approval of Travel and Advance Authorization Form, GoTriangle will pay and/or reimburse for the following expenses:
- A.1 All registration costs, including charges for any meals that are included as part of a registration fee, for a meeting, training, conference, workshop, or seminar.
  - A.2 Round trip train, bus, or coach air fare to destination and cab or transit fare between airports, hotels, and activity sites. The use of economy priced rental cars may be allowed upon prior approval by the Department Manager/Approving Authority when cost effective.
  - A.3.0 Employees on the basis of mileage for the use of a privately owned automobile (POA), providing this cost does not exceed the cost of air travel. Local travel by GoTriangle vehicles is encouraged whenever available.
    - A.3.1 For transportation by a POA, employees and Board members are eligible for reimbursement at the current U.S. General Services Administration rate per mile of travel (as updated or implemented annually by GoTriangle as the “GoTriangle Reimbursable Mileage Rate”; see **Reference A**, which is attached hereto and specifically incorporated by reference) and the actual costs of road, bridge, and ferry tolls paid.
    - A.3.2 For transportation by a POA, GoTriangle Consultants are eligible for reimbursement at the current U.S. Internal Revenue Service standard business rate per mile of travel (as updated annually by the IRS; see **Reference A**) and the actual costs of road, bridge and ferry tolls paid.
    - A.3.3 *Employees, Consultants, and Board members are cautioned that use of a POA is at their own risk. In the event of an accident, the owner or operator of the vehicle is responsible for losses or damages of any kind. GoTriangle will not be responsible for any further payment other than the reimbursement detailed above.*
    - A.3.4 For transportation by airline, bus, railroad, or other conveyance, the actual coach fare will be reimbursed. Ticket stubs or boarding passes must be included with expense reports.
  - A.4 The actual cost of lodging, including reasonable gratuities as shown in **Reference A**. If an activity is being held at a hotel, the employee may select that hotel for lodging. Itemized receipts are required.
  - A.5 Per Diem for meals including reasonable gratuities as shown in **Reference A**. Itemized receipts are required. However, a per diem allowance for GoTriangle consultants may be considered on a case-by-case basis; any exception(s) to the requirement for itemized receipts shall be expressly approved in writing by the Chief Financial Officer, in consultation with the Office of General Counsel.
  - A.6 Meals or banquets that are included in an activity's program or meals where the employee has no practical control over the site or food selection.



- A.7 Lunch expenses only, for day activities. Exceptions due to early arrival or late departure must be approved in advance by the Department Manager/Approving Authority.
  - A.8 Any necessary and reasonable out-of-town laundry costs only if the travel exceeds four (4) business days.
  - A.9 Expenses for extended overnight stay when significant savings may be realized. Such extended stay must be approved in advance by the Department Manager/Approving Authority.
- B. GoTriangle shall not pay for personal expenses that are unrelated to the purpose of the travel activity. Expenses such as, but not limited to, alcoholic beverages, personal telephone calls (exception, reasonable calls, 15-minute maximum), newspapers, magazines, room service (exception, Refer to Travel and Business related Expense Standard Procedure for detail), movies, premium TV channels, and other entertainment shall not be reimbursed.

#### **3.8.1.5 POLICY RESPONSIBILITIES**

- A. **A member of the Board** shall approve in advance, all requests to travel on GoTriangle business by the Board Chair, General Counsel and General Manager. Reimbursement for expenses incurred relative to this travel also requires Board member approval. GoTriangle will pay the actual costs of meals for official GoTriangle guests (including GoTriangle and non- GoTriangle employees) when accompanying the GoTriangle Board Chair, General Counsel or General Manager in the course of conducting official GoTriangle business.
- B. **The Board Chair** shall approve in advance, all requests to travel on GoTriangle business by the GoTriangle Board officers, including the Vice-Chair, Secretary, and Treasurer, and other members of the Board. Reimbursement for expenses incurred relative to this travel also requires Board Chair approval. GoTriangle will pay the actual costs of meals for official GoTriangle guests (including GoTriangle and non- GoTriangle employees) when accompanying Board members in the course of conducting official GoTriangle business.
- C. **The Department Manager/Approving Authority** (or equivalent employee performing this function) shall approve, in advance, all requests to travel on GoTriangle business made by those in his or her department. Reimbursement for expenses incurred relative to this travel also requires approval of the Department Manager/Approving Authority. Because of his or her familiarity with the purpose of the travel and the personnel involved, the Department Manager/ Approving Authority shall closely monitor expenses and question any unreasonable charges incurred.
- D. **The Finance Department** shall review all travel related transactions and advise the Department Manager/Approving Authority of any apparent deviations from these procedures.
- E. **The General Manager** shall rule on any differences of opinion in the interpretation of the terms of this Policy that cannot be resolved to the mutual satisfaction of the Department Manager/Approving Authority and the Finance Department.

#### **3.8.1.6 POLICY PRACTICE STATEMENT**

- A. Travel and Advance Authorization and Travel and Business related Expense Reports must be completed in order for an employee to be reimbursed for expenses. Refer to Travel and Business

Related Expense Standard Procedure for detail.

- B. Receipts – GoTriangle requires all receipts to be attached to the expense report for reimbursement.
- C. Per Diem Plan – GoTriangle currently provides a per diem plan for travel and entertainment expenses. **See Reference A** and refer to Travel and Business Related Expense Standard Procedure for detail.
- D. Travel and Entertainment Advances – Refer to Travel and Business Related Expense Standard Procedure for detail.
- E. Reimbursement – Refer to Travel and Business Related Expense Standard Procedure for detail.



**TRAVEL AND BUSINESS RELATED EXPENSE  
POLICY NUMBER 3.8.1**

**REFERENCE A**

**3.8.1.7 POLICY SCOPE**

- A. The GoTriangle Reimbursable Mileage Rate and the U.S. Internal Revenue Service (IRS) standard business rate per mile of travel are updated annually.
  - A.1 The GoTriangle Reimbursable Mileage Rate for Employees, Consultants, and Board members for use of a Personally Operated Automobile (POA) when used for GoTriangle business travel is updated annually.
- B. Gratuities – a reasonable dollar amount per day will be considered for reimbursement. A receipt is optional, unless included with receipt for a meal.
- C. GoTriangle Reimbursable Rates –

Region	MEALS	LODGING	MAX REIMBURSABLE RATE
ZONE 1 - Midwest	\$60	\$175	\$235
ZONE 2 - Northeast	\$70	\$200	\$270
ZONE 3 – South	\$50	\$150	\$200
ZONE 5 –West	\$70	\$200	\$270

**GoTriangle Reimbursable Region**

